

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - November 12, 2024

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Presentations**
 - a. Presentation by Chief Walls Introducing and Swearing-in a Newly Promoted Employee
 - b. Presentation of Draft 2025 Budget Book and Strategic Plan
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Motion to Appoint Members to the Code Enforcement Review Board
 - b. Resolution Declaring Nuisance and Ordering Abatement
 - c. Resolution Declaring a Junk Motor Vehicle - 9333 Brehm Rd. - 1 of 3
 - d. Resolution Declaring a Junk Motor Vehicle - 3248 Rinda Lane - 2 of 3
 - e. Resolution Declaring a Junk Motor Vehicle - 3191 Deshler Dr. - 3 of 3
 - f. Resolution Declaring Property as a Vacant Registrable Property - 2563 Niagara St. - 1 of 5
 - g. Resolution Declaring Property as a Vacant Registrable Property - 2594 Retford Dr. - 2 of 5
 - h. Resolution Declaring Property as a Vacant Registrable Property - 2638 Cranbrook Dr. 3 of 5
 - i. Resolution Declaring Property as a Vacant Registrable Property - 2909 Greenbrook Ln. - 4 of 5
 - j. Resolution Declaring Property as a Vacant Registrable Property - 7068 Memory Ln. - 5 of 5
 - k. Motion Authorizing the Township Administrator to Execute an Agreement with

Leadsonline for Investigative Database Access for \$14,055

- l. Motion to Approve Change Order #4 - Pepper Construction - Fire Station 26 & 102 - \$121,269.62

Public Services

- a. Motion Authorizing Township Administrator to Execute Agreement with D. R. Horton for Snow and Ice Removal of Crosley Meadows Subdivision.

Development

- a. Motion to Appoint Member to the Board of Zoning Appeals
- b. Motion to Appoint Member to the Zoning Commission

Administration

- a. Resolution Authorizing the Adoption of Amended Appropriations
- b. Motion Authorizing the Township Administrator to Execute a Memorandum of Understanding with Perry & Associates, CPA for the 2023 - 2028 Township Audits
- c. Motion to Set Organizational Meeting on January 7, 2025 at 6PM at 4200 Springdale Road
- d. First Reading: Resolution Adopting New Policy Book
- e. Discussion - SORTA/Metro

11. Old Business

12. Consent Items

- a. Donation Acceptance - Police Department - The Matt Haverkamp Foundation - \$19,750
- b. Contract - Duke Energy - Gas Installation at 26 - \$0
- c. Contract - Duke Energy - Gas Installation at 102 - \$0
- d. Contract - Axon - Free Redaction Software Trial

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

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 Schaerer

PRESENTATIONS

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement
Strategic Goal #4: Expand Recreational Opportunities for all Ages
Strategic Goal #5: Continuously Improve the Operations of the Township
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Presentation of Draft 2025 Budget Book and Strategic Plan

No action is requested of the Board.

Rationale:

Staff will provide an overview of the drafted 2025 Strategic Plan and Budget book. This is an update to the previously adopted 2024-2026 Strategic Plan.

The draft book can be found online here:

<https://stories.opengov.com/coleraintownshiphamiltonoh/published/8YKf5uANJk>

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

Motion to Appoint Members to the Code Enforcement Review Board

Recommend ADOPTION of the Motion.

Rationale:

Staff recommends approval of a motion to appoint the following member to the Code Enforcement Review Board:

- Gary Henson - re-appoint to fill Trustee A slot which will expire December 31, 2028
- Jennifer Baldwin - re-appointed to fill Fiscal Officer slot which will expire December 31, 2028
- Michelle Farris - be appointed into the currently vacant Administrator slot which will expire December 31, 2026.

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:

2885 Regal Ln

510-0060-0179-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the ____ day of _____, 202_, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
2885 Regal Ln	510-0060-0179-00

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 - 9333 Brehm Rd. - 1 of 3

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:

9333 Brehm Rd. Cincinnati, OH 45252

(NO TAG) 1980, White/Red, Sterling, 5700

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 9333 Brehm Rd. Cincinnati, OH 45252– Parcel ID 510-0240-0070-00
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 **9333 Brehm Rd. Cincinnati, OH 45252– Parcel ID 510-0240-0070-00**

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 **9333 Brehm Rd. Cincinnati, OH 45252– Parcel ID 510-0240-0070-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG) 1980, White/Red, Sterling, 5700

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 - 3248 Rinda Lane - 2 of 3

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:

3248 Rinda Ln. Cincinnati, OH 45231

(OHIO), KDY2275, 2007, Grey, Saturn, Unknown Model

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 3248 Rinda Ln. Cincinnati, OH 45231– Parcel ID 510-0081-0091-00
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 **3248 Rinda Ln. Cincinnati, OH 45231– Parcel ID 510-0081-0091-00**

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 **3248 Rinda Ln. Cincinnati, OH 45231– Parcel ID 510-0081-0091-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO), KDY2275, 2007, Grey, Saturn, Unknown Model**

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 - 3191 Deshler Dr. - 3 of 3

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:

3191 Deshler Dr. Cincinnati, OH 45251

1. (OHIO), GLJ4794, 1993, Green, Chevrolet, S10
2. (OHIO), FUF5743, 1998, Tan, Suzuki, Vitara

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 3191 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0052-0493-00
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 **3191 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0052-0493-00**

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 **3191 Deshler Dr. Cincinnati, OH 45251– Parcel ID 510-0052-0493-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OHIO), GLJ4794, 1993, Green, Chevrolet, S10**
 - B. **(OHIO), FUF5743, 1998, Tan, Suzuki, Vitara**
2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:
 - a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township
Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Property as a Vacant Registrable Property - 2563 Niagara St. - 1 of 5
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:

2563 Niagara St. 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 12th day of November, 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 2563 NIAGARA ST.,
COLERAIN TOWNSHIP, OH 45251, PARCEL ID# 510-0051-0342-00,
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 2563 Niagara St., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0051-0342-00.

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 2563 Niagara St., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0051-0342-00 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 12th day of November, 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 12th day of November, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Property as a Vacant Registrable Property - 2594 Retford Dr. - 2 of 5

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:

2594 Retford Dr.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 12th day of November, 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 2594 RETFORD DR.,
COLERAIN TOWNSHIP, OH 45231, PARCEL ID# 510-0011-0435-00,
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 2594 Retford Dr., Colerain Township, Hamilton County, Ohio 45231, Parcel ID# 510-0011-0435-00.

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 2594 Retford Dr., Colerain Township, Hamilton County, Ohio 45231, Parcel ID# 510-0011-0435-00 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 12th day of November, 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 12th day of November, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Property as a Vacant Registrable Property - 2638 Cranbrook Dr. 3 of 5
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:

2638 Cranbrook Dr. Cincinnati, 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 12th day of November, 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 2638 CRANBROOK DR.,
COLERAIN TOWNSHIP, OH 45231, PARCEL ID# 510-0012-0036-00,
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 2638 Cranbrook Dr., Colerain Township, Hamilton County, Ohio 45231, Parcel ID# 510-0012-0036-00.

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 2638 Cranbrook Dr., Colerain Township, Hamilton County, Ohio 45231, Parcel ID# 510-0012-0036-00 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 12th day of November, 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 12th day of November, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Property as a Vacant Registrable Property - 2909 Greenbrook Ln. - 4 of 5
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:

2909 Greenbrook Ln. Cincinnati, 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 12th day of November, 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 2909 GREENBROOK LN.,
COLERAIN TOWNSHIP, OH 45251, PARCEL ID# 510-0024-0216-00,
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 2909 Greenbrook Ln., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0024-0216-00.

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 2909 Greenbrook Ln., Colerain Township, Hamilton County, Ohio 45251, Parcel ID# 510-0024-0216-00 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 12th day of November, 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 12th day of November, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Property as a Vacant Registrable Property - 7068 Memory Ln. - 5 of 5
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:

7068 Memory Ln. Cincinnati, 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 12th day of November, 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 7068 MEMORY LN.,
COLERAIN TOWNSHIP, OH 45239, PARCEL ID# 510-0074-0233-00,
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 7068 Memory Ln., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0074-0233-00.

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 7068 Memory Ln., Colerain Township, Hamilton County, Ohio 45239, Parcel ID# 510-0074-0233-00 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 12th day of November, 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 12th day of November, 2024.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Motion Authorizing the Township Administrator to Execute an Agreement with Leadsonline for Investigative Database Access for \$14,055

Recommend ADOPTION of the Motion.

Rationale:

The attached agreement will provide our investigative division access to various interactive investigative databases that will enhance their ability to investigate crimes in Colerain Township. The Township currently uses LeadsOnline and this agreement is for one year at \$14,055.

6900 Dallas Parkway, Suite 825
Plano, Texas 75024-4200

CUSTOMER:

Colerain Township OH PD
4200 Springdale Road
Colerain Township, Ohio 45251

Date: 10/31/2024
Quote#: Q-1798-7
Terms: Quote Only
Agency ID: 1798

Service Dates:
11/15/2024 – 11/14/2025

DESCRIPTION	TOTAL
Nighthawk for 3 Users at \$3,899 with Bundle Discount	\$10,527
LeadsOnline: Total Track Package	\$3,528
Thank you for your interest in LeadsOnline! Please contact your LeadsOnline representative to move forward with this quote. We accept Checks, Credit Cards, and EFT/ACH Payments	Total: \$14,055

LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party. If Customer cannot agree to receive Services without material changes to these terms, please contact your LeadsOnline representative for a revised quote or invoice.

Update Your Billing Contact Information:

www.leadsonline.com/update

Download our W-9:

www.leadsonline.com/w9

Please call (800) 311-2656 or email accounting@leadsonline.com should you have any questions about this quote.

PUBLIC SAFETY

Department: Administration
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion to Approve Change Order #4 - Pepper Construction - Fire Station 26 & 102 - \$121,269.62
Recommend ADOPTION of the Motion.

Rationale:

This change order would account for several items:

1. Changes for subcontractor earthwork performance
2. Changes for permitting fees due to permit fee increases from Greater Cincinnati Water Works and Hamilton County
3. Activation of bid alternate to extend the walls in the living quarters to ceiling height
4. Extension of project timeline due to weather delays and delays in the Pre-Engineered Metal Building contractor

Total cost for all of these changes is \$121,269.62, which will be paid for from the Owner's Construction Contingency. The new estimated project completion and move in will be April of 2025.

Contingency Accounting:

Current:

Change Order 1: No change
Change Order 2: \$33,845.22
Change Order 3: \$117.36
Change Order 4: \$121,269.62
New Contingency Total: \$144,767.80



CONTRACT DOCUMENT CHANGE ORDER

PROJECT INFORMATION: Colerain Fire Stations 26 and 102 Construction
4200 Springdale Road
Colerain Township, Ohio 45251

CONSTRUCTION MANAGER: Pepper Construction Company of Ohio, LLC
100 Williams Street
Cincinnati, Ohio 45215

CHANGE ORDER NUMBER: 04

DATE: September 3, 2024

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 01/18/2023

CONTRACT FOR: Construction Manager

The Contract is changed as follows:

PCI 0089 – Station 26 Bulletin 7 Pricing	\$38,497.00
PCI 0090 – Station 102 Bulletin 7 Pricing	\$5,407.56
PCI 0097 – Permitting Fees Station 102	\$14,471.63
PCI 0098 – Permitting Fees Station 26	\$15,713.43
PCI 0104 – Alternate Price Walls Going to Deck 26	\$30,646.00
PCI 0105 – Alternate Price Walls Going to Deck 102	\$16,534.00
PCI 0121 – Weather Delays During Sitework (Schedule Extension)	\$0
PCI 0122 – PEMB Schedule Delays (Schedule Extension)	\$0

Original Guaranteed Maximum Price:	\$	1,899,647.00
Net change by previous change orders:	\$	12,306,859.58
The Guaranteed Maximum Price prior to this change order:	\$	14,206,506.58
The Guaranteed Maximum Price will be increased by this change order by:	\$	121,269.62
The adjusted Guaranteed Maximum Price value after this change order:	\$	14,250,411.14

The date of Substantial completion resulting from this change order for Station 26 is 12/26/2024
The date of Substantial completion resulting from this change order for Station 102 is 01/08/2025

Not valid until signed by the Owner and Contractor.

Emersion Design
ARCHITECT

310 Culvert St., Suite 100
Address

Cincinnati, OH 45202

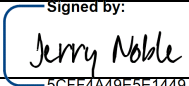
BY: 
DATE: 10/08/2024

Digitally signed by Timothy M. Wiley
DN: c=US,
e=timothy.wiley@emersiondesign.com,
o=Emersion DESIGN, CN=Timothy M. Wiley
Date: 2024.10.08 11:02:40 -0400

Pepper Construction Company - Ohio
CONTRACTOR

100 Williams Street
Address

Cincinnati, OH 45215

Signed by: 
DATE: 10/24/2024

5CFF4A49E5E1449...

Colerain Township - Ohio
OWNER

4200 Springdale Road
Address

Colerain Township, OH 45251

BY: _____
DATE: _____

PUBLIC SERVICES

Department: Public Services
Department Director: Tiphannie Mays, Assistant Administrator

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

Motion Authorizing Township Administrator to Execute Agreement with D. R. Horton for Snow and Ice Removal of Crosley Meadows Subdivision.

Recommend ADOPTION of the Motion.

Rationale:

The developer of the Crosley Meadows Subdivision has requested that the Township remove snow and ice on the unaccepted streets for the subdivision that they are constructing. The attached contract would compensate the Township at a rate of 10 cents per lineal foot (for a total of 1,786 lineal feet) of snow removal for each snow event.

In prior years, the Township would execute similar contracts for subdivisions that were under construction.

**AGREEMENT FOR SNOW REMOVAL
FROM DEDICATED BUT UNACCEPTED STREETS**

THIS AGREEMENT made this ____ day of _____, 20__ by and between,
_____ whose address is _____,
("Owner"), and COLERAIN TOWNSHIP BOARD OF TRUSTEES (the "Township").

WHEREAS, Owner has dedicated the following streets within Colerain Township, Hamilton County, Ohio as township streets, from which Owner desires to have the Township remove snow and ice as needed, but the same have not yet been accepted by the Hamilton County Commissioners:

SUBDIVISION NAME	STREET NAME	LINEAL FEET
------------------	-------------	-------------

TOTAL LINEAL FEET _____

WHEREAS, until acceptance, Owner is responsible to keep said streets clear of snow and ice, and to bear all of the costs connected therewith; and

WHEREAS, if the Owner fails to keep the said roads clear of snow and ice, Ohio Revised Code Section 505.82 provides, among other things, that in the event of an emergency, the Township may remove ice and snow from dedicated but unaccepted streets but must give or attempt to give prior notice to the Owner, and must charge the Owner all actual costs incurred thereby; and

WHEREAS, Owner and Township recognize that the streets must be open and passable for the safety of the persons who reside thereon; and

WHEREAS, Owner and Township desire to establish an arrangement whereby the said streets can be cleared by the Township in a timely and efficient basis with costs to be charged to the Owner by the Township, without the procedures set out in Sec. 505.82, including the declaration of an emergency and prior notice to the Owner.

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby requests that the Township clear ice and snow from the streets identified above, and Township hereby agrees to do so, effective _____. Owner agrees to give Township a plat or print on which Owner has highlighted the streets or portions thereof to be cleared.
2. Owner authorizes the Township to enter upon said streets with its snow plow/salt trucks, and Owner agrees to keep the said streets free of debris, wires, building materials,

construction equipment, and other obstructions which could hinder or damage the Township's snow plows/salt trucks.

3. Owner releases and agrees to hold the Township harmless from any and all liability for loss of damage to the street or to structures in the street which may result from the Township's snow plow/salt trucks, including possible damage from salt and ice melting chemicals.
4. The decision as to when and if the said streets are to be plowed and/or salted and/or inspected, and the frequency thereof, shall be solely the Townships, as determined by the Township Public Services Assistant Director and/or assigned employees.
5. The parties agree that TEN CENTS (\$0.10) PER LINEAL FOOT of street PER TRAVERSE (or trip) by snow plow/salt truck is a fair and reasonable charge for the services to be rendered hereunder by the Township to the Owner, and Owner agrees to pay said sum to the Township promptly upon the Township's billing therefore. In the event that Owner fails or refuses to pay the sums agreed upon hereunder, the Owner consents and agrees that the Township shall certify the unpaid charges to the Hamilton County Auditor, who shall place the charges upon a special duplicate to be collected as other taxes against the Owner's property described above, and returned to the township general fund.
6. Owner waives the notice and other formal requirements and procedures set out in Ohio Revised Code Section 505.82 relating to snow removal by the Township from Owner's streets, and reimbursement for the Township's costs incurred in connection therewith.
7. The term of this agreement is from the date written above until May 1, 20__, or until acceptance of said streets by the Hamilton County Commissioners, whichever shall occur first. Provided, nevertheless, this agreement may be terminated by either party upon written notice given to the other.
8. This document contains the entire agreement of the parties. It supersedes all prior and oral agreements and understanding of the parties, and may be amended only in writing.

WITNESS our hands on the date first written above.

COLERAIN TOWNSHIP
BOARD OF TRUSTEES

OWNER:

By: _____

By: _____

mehdi moazen

Date: _____

Date: _____

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

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

Motion to Appoint Member to the Board of Zoning Appeals

Recommend ADOPTION of the Motion.

Rationale:

Staff recommends approval of a motion to appoint the following alternative member to the Board of Zoning Appeals due to the expiration of terms:

- Tracy Smith be appointed into the alternate Board Member position for a 2-year term which will expire December 31, 2026.

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

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

Motion to Appoint Member to the Zoning Commission

Recommend ADOPTION of the Motion.

Rationale:

Staff recommends approval of a motion to appoint the following alternative member to the Zoning Commission due to the expiration of terms:

- Dennis Wander be appointed into the alternate Board Member position for a 2-year term which will expire December 31, 2026.

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution Authorizing the Adoption of Amended Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

Adoption of this resolution would increase appropriations in three Funds to align with existing obligations.

Fund 2261 (Law Enforcement Trust) - Increase appropriations by \$115,923 to shift expenses from Fund 2081 (Police District).

Fund 2901 (TIF - Kroger) - Increase appropriations by \$53,900 to prepare for the December debt service payment. The increase is necessary because the TIF performed better than forecast.

Fund 2905 (TIF - Northridge) - Increase appropriations by \$815 to prepare for the December reimbursement to the developer for the construction of public improvements. The increase is necessary because the TIF performed better than forecast.

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

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 24

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
AND THE 2024 STRATEGIC PLAN AND BUDGET**

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

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2024, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2024 APPROPRIATIONS
1000	General Fund	\$8,610,100
2011	Motor Vehicle License Tax	\$564,400
2021	Gasoline Tax	\$476,799
2031	Road and Bridge	\$1,964,537
2081	Police District	\$13,292,300
2111	Fire District	\$17,649,523
2181	Zoning	\$550,765
2231	Permissive Motor Vehicle License Tax	\$1,048,360
2261	Law Enforcement Trust	\$224,920
2271	Enforcement and Education	\$4,000
2274	American Rescue Plan	\$368,714
2281	Ambulance And Emergency Medical Services	\$1,508,042
2401	Special Assessment - Lighting Districts	\$167,360
2402	CDBG Sidewalk Maintenance Fund	\$30,000
2901	TIF - Kroger	\$657,900
2902	Recycling Incentive	\$122,790
2903	TIF - Colerain Towne Center	\$1,550,000
2904	TIF - Duke	\$149,000
2905	TIF- Northridge	\$2,968
2906	Sidewalk Waiver	\$30,000
2907	TIF- Dunlap Grove	\$76,000
2908	CDBG Com Dev Block Grant	\$92,504
2910	TIF- Zillig	\$1,000
2911	Parks & Services	\$1,540,992
2912	Community Center	\$316,735

2913	TIF- Abbeytown	\$99,500
2914	TIF- Hunter's Ridge	\$63,500
2915	TIF- Lake Gloria	\$32,250
2916	TIF- Crosley Meadows	\$105,000
2917	TIF- Copper Creek	\$26,250
2918	TIF- Pottinger	--
3101	Bond Retirement	\$1,181,425
4101	Capital Project- Fire Fund	\$1,202,140
6001	Self-Insurance Fund	\$2,403,080

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 November 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Scott 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 November 2024. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Motion Authorizing the Township Administrator to Execute a Memorandum of Understanding with Perry & Associates, CPA for the 2023 - 2028 Township Audits

Recommend ADOPTION of the Motion.

Rationale:

The State Auditor's Office has elected to utilize a third party to conduct the audit of the Township's finances for Fiscal Years 2023 through 2028. The State Auditor conducted a procurement process to solicit firms to conduct the audits for the period and has selected Perry & Associates.

OHIO AUDITOR OF STATE KEITH FABER



10653 Techwoods Circle
Suite 102
Blue Ash, Ohio 45242
(513) 361-8550 or (800) 368-7419
Southwest_IPA@ohioauditor.gov

October 29, 2024

Jodey Altier, CPA
Perry & Associates, CPAs, A.C.
313 Second Street
Marietta, Ohio 45750

Dear Ms. Altier:

On behalf of Auditor of State Keith Faber, I am pleased to inform you that the contract to audit Colerain Township, Hamilton County, for the three biennial fiscal periods from January 1, 2023, through December 31, 2028, in accordance with the items and conditions set forth in the Request for Proposals, dated October 3, 2024, has been awarded to Perry & Associates, CPAs, A.C.

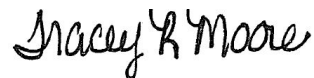
Attached you will find a PDF document of the Memorandum of Agreement and Certification of Compliance (MOA + COC) form. This document is to be executed by an authorized representative of your firm and **forwarded to Colerain Township**. Electronic signatures are acceptable.

Colerain Township will then sign the MOA + COC form and **return to this office at: Southwest_IPA@ohioauditor.gov**. When fully approved by the Auditor of State, a completely executed document will be sent to you and to the public office. No audit work may be performed, or payments lawfully made regarding this contract until such approval is obtained.

Should you have any questions, please email Southwest_IPA@ohioauditor.gov. We look forward to working with you and, in advance of your cooperation, please accept my appreciation.

Sincerely,

KEITH FABER
Auditor of State

A handwritten signature in black ink that reads "Tracey R. Moore".

Tracey R. Moore, CPA
Assistant Chief Auditor, Southwest Region

cc: Jeffrey Weckbach, Administrator
Jeff McElravy, Fiscal Officer, Colerain Township



88 East Broad Street
Columbus, Ohio 43215
IPACorrespondence@ohioauditor.gov
(800) 282-0370

MEMORANDUM OF AGREEMENT

This agreement is entered into as of the ____ day of _____, _____, by and between _____ an independent public accountant (IPA), **KEITH FABER**, Auditor of State of Ohio (Auditor) and _____, _____ County (Public Office) WITNESSETH:

Whereas, the Auditor of State on _____, issued a Request for Proposals for an engagement related to _____, including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and _____, Revised Code, for fiscal periods _____.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Auditor of State, in consultation with the Public Office, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal, the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified engagement related to the Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RFP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.

Subcontractor Name _____

Address _____

Number of Hours	Rate Per Hour	Total Subcontract
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IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

_____ Legislative Authority or Designee for	_____ Date
--	---------------

_____	_____ Date
-------	---------------

APPROVAL:

_____ Compliance, Auditor of State Office of KEITH FABER, Auditor of State of Ohio In Accordance with Sections 117.11 & _____ Revised Code (Not valid unless approved by AOS Representative)	_____ Date
---	---------------

OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street
Columbus, Ohio 43215
IPACorrespondence@ohioauditor.gov
(800) 282-0370

Certification of Compliance with Procurement Requirements

This is to certify that, to the best of my knowledge and belief as the appropriate official of the _____, _____ County, we have complied with all applicable federal, state and local procurement requirements in the selection of the firm _____ to perform the audit of the _____ which is the subject of the accompanying contract.

Date

Print/Type Name

Title

Efficient • Effective • Transparent

ADMINISTRATION

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Motion to Set Organizational Meeting on January 7, 2025 at 6PM at 4200 Springdale Road
Recommend ADOPTION of the Motion.

Rationale:

The Board of Trustees are required to meet early in each calendar year to have an organizational meeting. The recommendation is to have the meeting on January 7, 2025, the first Tuesday of the year. The meeting will contain various organizational items for adoption and the business portion of the meeting will start at 6PM.

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

First Reading: Resolution Adopting New Policy Book

Staff seeks direction on numerous policy items.

Rationale:

Throughout the past year, staff reviewed and tracked potential policy updates as well as formulated new policies based off of the results of the most recent staff satisfaction and workplace motivation survey. These updates were brought forward for consideration by the Board of Trustees at the October 22, 2024 Special Meeting - Work Session. Below is a brief, detailed description of new policies for consideration, recommended changes to existing policies (outside of spelling, grammar and/or typographical update), and other policy items for discussion among the Board in this first reading.

Changes to existing policies:

- Policy 1.5 Work Hours & Pay Schedule Policy:
 - Longevity Pay for non-union employees to match current language in other Collective Bargaining Agreements. Currently, all union employees receive this benefit while non-union staff, 33 employees, do not. Contemplating this change will provide the same benefit to the Township's full-time staff members who are not represented by a Union.

- Policy 1.9 Paid Time Off Policy:
 - Vacation Leave:
 - Added a "Statute of Limitations" for those who are seeking credit for continual years of public service. While this benefit is currently in existence, there was no "statute" for when an employee could apply for the credit. Most recently, an employee who had been with the Township for over 10 years sought this credit for years of service with another public entity prior to their time with the Township. This request created an unnecessary strain on staffing resources to verify outdated information and update/back date personnel records that had already been in place for 10 years.
 - Vacation time has been updated to match the Collective Bargaining Agreements that are in place which outlines the years of continuous service in days versus years.
 - Delegation of Duties: Added compensation for staff who accept the delegation of duties from their supervisor in their absence from the Department Director level and higher. Staff members who are delegated to stand in for their supervisor will receive their supervisor's rate-of pay for those days that they are conducting "double duty" in the absence of their supervisor. This hourly rate is in lieu of their current rate, not in addition to their current rate when they are in this capacity for three or more consecutive days.
 - Paid Sick Leave:
 - Added a reference about Funeral Leave and the ability to utilize sick time after Funeral Leave is exhausted. Funeral Leave is a benefit for some Collective Bargaining Agreement (CBA) employees. If this benefit is extended to non-CBA employees, it would apply to those employees as well.
 - Added language that allows sick time to be utilized for mental and/or behavioral health recovery.

- Added language that outlines proper use of sick leave for Family Medical Leave Act (FMLA) qualifying events.
 - If the “Early Retirement Notification” incentive is approved by the Board, this language explains that paid sick leave can be utilized toward this incentive.
 - Added sick leave sell-back incentive for staff with more than 960 sick hours in their leave bank.
 - Put a limit on donated sick time that limits those who can donate to not dip below 480 hours (which is the bank an employee would need to cover their FMLA leave if they had a qualifying event).
 - Funeral Leave for non-CBA employees who lose an immediate family member to match current language in other Collective Bargaining Agreements.
 - Administrative Leave defined as per the Ohio State Employees definition.
- Policy 1.10 Other Leave of Absence Policy
 - Moved sections of the policy around to flow easier
 - Merged Workers Compensation Policy (1.11) into this policy
 - NEW - Paid Parental Leave:
 - Added 40-hours of Paid Parental Leave benefit to use for the birth or the adoption/placement of a new child in lieu of sick time. Currently, this policy does not exist and employees have to use personal leave for events such as this.
 - Policy 1.12 Disability Retirement Policy
 - Added Early Retirement Notification Incentive for employees that provide a 3-month or 6-month notification of their retirement. This early notification allows staff to prepare for the departure of long-standing employees which will promote a smoother transition in the operations of the department for a fraction of the investment it is worth.
 - Policy 1.21 Tuition Reimbursement Policy
 - Updated the maximum threshold for reimbursement to reflect the increase of inflation from the original policy in 2019.
 - Policy 2.1 Purchasing Card Policy
 - Changed language to reflect new banking processes with First Financial Bank.
 - Policy 3.1 Records Retention Policy
 - Updated language to reflect that all records are owned by the Township and that employees must follow the Records Retention Policy.
 - Policy 4.2 Drone Policy
 - Changed policy name to “Aerial Apparatus Policy” to cover all other flying objects.
 - Added language to include other manned and unmanned aerial devices such as rockets, hot air balloons, etc.

- Policy 5.3 Park Rental Policy
 - Due to their repetitive nature, this policy and 5.21 Special Event Policy were merged in an effort to clean up some language that made the policies more in-tune with each other and concise.
- Policy 5.24 Tree Policy
 - Due to their repetitive nature, this this policy and 5.27 Tree Transplant Policy were merged in an effort to clean up some language that made the policies more in-tune with each other and concise.

New policies:

- Child Companion Policy: Guidelines for instances that require an employee to bring their child to the workplace.
- Electronic Timekeeping Policy: Guidelines for managing staff time sheets in the electronic software and time clocks.
- Generative Artificial Intelligence Policy: Guidelines for the use of generative artificial intelligence software.
- Economic Development Incentives Policy: Guidelines for providing incentives to attract businesses into Colerain Township

In 2024, the Township also adopted a number of policies at the June 25, 2024 Board of Trustees Meeting that will be incorporated into the final Policy Book, which include:

- Policy 2.15 Methods of Payment
- Policy 2.16 Electronic Vendor Fraud
- Policy 2.17 Bank Account Fraud Prevention

These policies establish best practices for Colerain Township employees and provides a positive impact to the Township's workplace environment and in our local community.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the _____ day of December, 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 ADOPTING THE COLERAIN TOWNSHIP POLICY MANUAL

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

WHEREAS, Administration and all departments intend on following the direction set by the Trustees in the Township Policy Book; and;

WHEREAS, the attached Policy Book represents a full list of all known policies and will supersede all previous versions of any adopted policy.

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

1. The attached Policy Book be formally adopted by the Board of Trustees.
2. Any changes to these policies require formal approval of the Board of Trustees by resolution.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
4. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of December, 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

First Reading: Resolution Adopting Gift Policy

No action is requested of the Board

Staff is seeking direction on numerous policy items.

Throughout the past year, staff reviewed and tracked potential policy updates as well as formulated new policies based off of the results of the most recent staff satisfaction and workplace motivation survey. These updates were brought forward for consideration by the Board of Trustees at the October 22, 2024 Special Meeting - Work Session. Below is a brief detailed description of new policies for consideration, recommended changes to existing policies (outside of spelling, grammar and/or typographical update), and other policy items for discussion among the Board in this first reading.

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- Policy 1.9 Paid Time Off Policy:
 - o Vacation Leave:
 - Added a "Statute of Limitations" for those who are seeking credit for continual years of public service. While this benefit is currently in existence, there was no "statute" for when an employee could apply for the credit. Most recently, an employee who had been with the Township for over 10 years sought this credit for years of service with another public entity prior to their time with the Township. This request created an unnecessary strain on staffing resources to verify outdated information and update/back date personnel records that had already been in place for 10 years.
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- Administrative Leave defined as per the Ohio State Employees definition.
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 - Added language to include other manned and unmanned aerial devices such as rockets, hot air balloons, etc.
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New policies:

- Child Companion Policy:
 - o Guidelines for instances that require an employee to bring their child to the workplace.
- Electronic Timekeeping Policy:
 - o Guidelines for managing staff time sheets in the electronic software and time clocks.
- Generative Artificial Intelligence Policy:
 - o Guidelines for the use of generative artificial intelligence software.
- Economic Development Incentives Policy:
 - o Guidelines for providing incentives to attract businesses into Colerain Township

In 2024, the Township also adopted a number of policies at the June 25, 2024 Board of Trustees Meeting that will be incorporated into the final Policy Book, which include:

- Policy 2.15 Methods of Payment
- Policy 2.16 Electronic Vendor Fraud
- Policy 2.17 Bank Account Fraud Prevention

These policies establish best practices for Colerain Township employees and provides a positive impact to the Township's workplace environment and in our local community.

1.4 COLERAIN TOWNSHIP ELECTRONIC TIMEKEEPING POLICY

PURPOSE

This policy establishes a procedure for the use of time clocks as it relates to recording and tracking hours worked by non-exempt personnel to ensure full compliance with the Fair Labor Standards Act (FLSA) within departments where electronic time clocks are used. This policy applies to all non-exempt personnel working within a Department equipped with the computerized time clock management system. Exempt employees and employees working within a Department and/or Division without the computerized time clock management system shall follow the established procedures for documenting of time worked within their respective Department.

OFFICIAL TIME

The electronic timekeeping system and associated records generated by or through the system shall serve as the official recording means of hours worked by employees. The records within the electronic timekeeping system are the official records the Township will use when calculating hours worked. Any disputes over information within the system shall be addressed immediately to the employee's supervisor or Department Director.

It is recognized that from time-to-time there may be a need to correct time(s) within the timekeeping system. This may be the result of missed punches, clock malfunctions or an unexpected change in work hours. These changes must be documented within the electronic timekeeping system and approved by the employee's supervisor or designated administrative personnel charged with processing payroll for the Department as soon as possible.

ROUNDING OF TIME

The Township tracks work time in fifteen (15) minute increments and as a result will use the recognized 7/8 rounding rule when calculating time (see example below).

Rounding Examples:

- 7:53a through 8:07a rounds to 8:00a
- 8:08a through 8:22a rounds to 8: 15a
- 8:23a through 8:37a rounds to 8:30a
- 8:38a through 8:52a rounds to 8:45a

DAILY CLOCK-IN/CLOCK-OUT

The NOTE: The terms "clock-in", "punch-in" (or out) mean the same thing as it relates to this policy.

All non-exempt employees working within a Department using a manual time clock in conjunction with the electronic timekeeping system must clock-in at the beginning of the workday and clock-out at the end of the workday. Under certain conditions (such as offsite training or beginning work at a different facility) supervisors and/or designated administrative personnel may manually clock the employee in/out. Employees working within Departments that allow employees to trade time should clock in/out in accordance with the parameters established by the Department Director.

All non-exempt employees must clock-in at the beginning of their shift. Unless otherwise approved, employees may not clock-in more than seven (7) minutes before their shift begins, as this creates overtime.

Under applicable wage and hour laws, employees may not be docked for clocking in up to seven (7) minutes after the beginning of their shift; however, they may be considered tardy in accordance with Township Policy and/or the respective collective bargaining agreement. Employees who clock-in after this seven (7) minute period will be docked pay in fifteen (15) minute intervals and may be subject to discipline.

All non-exempt employees must clock-out at the end of their shift. Employees are not permitted to clock-out more than seven (7) minutes past the end of their shift without prior approval. Employees are reminded that clocking in more than seven (7) minutes before their regular workday begins and/or clocking out more than seven (7) minutes after their shift ends without prior approval may result in disciplinary action.

Employees assigned to continuous operations shall clock-in and out, and be paid, in accordance with their respective collective bargaining agreement.

LUNCH AND OTHER BREAKS

Employees entitled to a 1/2-hour lunch break do not have to clock-in/out as the electronic timekeeping system will automatically deduct that time depending on the employee's work schedule. From time to time, employees may be requested to work through their lunch to complete a project or task. Supervisors must approve working through lunch and the appropriate administrative staff person or supervisor must manually adjust the time within the electronic timekeeping system.

Employees also do not need to clock-in/out for short breaks specified within the collective bargaining agreement and/or respective Department Policy.

FALSIFICATION AND/OR TAMPERING

Any attempt to tamper with the timekeeping hardware or software will be considered a serious offense, subject to disciplinary action up to and including termination of employment. Clocking in or out for another employee (a.k.a. "buddy punching") will also be considered a serious offense, with both employees being subject to disciplinary action up to and including termination of employment.

Anyone interfering with another employee's use of time clocks shall be subject to disciplinary action.

OVERTIME

Employees working overtime must report and document all time worked. This may be through the electronic timekeeping system or by completing a TIME CLOCK CORRECTION FORM (or a similar Department specific form). Excluding emergencies, all overtime must be approved in advance by the employee's supervisor, Department Director, the Assistant Township Administrator or the Township Administrator. Employees will be compensated for all overtime worked in accordance with Township Policy and/or the respective collective bargaining agreement; however, disciplinary action may result from unauthorized overtime.

CONFLICTS

Departments may have more specific procedures for employees to follow as it relates to clocking-in and out. In the event a conflict arises between this policy and a recognized collective bargaining agreement, the procedures/rules agreed to within the agreement shall supersede this policy unless prohibited by law.



New logo

1.5 COLERAIN TOWNSHIP WORK HOURS & PAY SCHEDULE POLICY

PURPOSE

Employees are expected to maintain appropriate work hours in order to be available to the general public. Consistent attendance and work schedules will allow employees to adequately meet the needs of the public and to perform their duties in a manner that promotes teamwork and safety.

WORK HOURS

1. The Township Trustees, working through the Township Administrator, have the authority to establish work schedules and standard work days. The Township Administrator may, at ~~his~~their discretion, delegate this authority to Department ~~Head~~Directors as ~~he~~they sees fit.
2. Township offices shall be open to the public from 8:00 A.M. to 4:30 P.M. daily except on Saturdays, Sundays, and on holidays as identified by this policy. The normal work week for full-time employees consists of forty hours of regular time per week, although some schedules may be different for employees under contract or those whose schedule includes rotating shifts or weekend duty. This is not a guarantee of a minimum or maximum number of hours per week.
 - a. Non-exempt employees are not permitted to work outside of scheduled hours. Any unscheduled work hours that result in the employee exceeding the Fair Labor Standards Act (FLSA) ~~forty-hour~~forty-hour work week will be subjected to progressive discipline.
Responding to emails outside of regular hours may be considered work subject to this section.
3. The work hours of employees covered by a collective bargaining agreement shall be governed by the collective bargaining agreement and the department Standard Operating Procedures. Department ~~Head~~Directors shall have the discretion of scheduling their personnel acting within the guidelines of the appropriate Bargaining Agreement.
4. The Township Administrator or ~~his or her~~their designee may deny leave requests of any kind (except FMLA leave) during special situations such as emergencies. The Township Administrator may, at ~~his or her~~their discretion, delegate this authority to Department ~~Head~~Directors as ~~he or she~~they sees fit.

MEAL PERIODS

Each full-time employee is required to take an unpaid meal period of one-half hour for every eight consecutive hours worked to be taken at the time approved by the employee's immediate supervisor. This meal period shall not count toward hours worked.

PAY

1. Some employees are paid on an hourly basis and some are paid on a salary basis. An employee's salary is intended as the employee's compensation for the work week regardless of the number of hours the employee works in the week, whether fewer than 40 or more than 40.
2. The Board of Trustees determines the hourly and salary wage ranges for employees. Employees are paid bi-weekly. In range pay adjustments, including annual raises not dictated by a Collective Bargaining Agreement, should be approved by the Board of Trustees. Salary ranges for each will also be approved by the Board of Trustees.
3. The Township shall deduct court-ordered garnishments for child support or other reasons from an employee's pay.

NOTICE TO SALARIED EMPLOYEES

The following notice is provided to exempt employees in accordance with the Fair Labor Standards Act. Exempt employees are paid on a salary basis, are not members of a collective bargaining unit, and are not eligible for compensatory time or overtime. The Township pays exempt employees on a salary basis. That means that exempt employees regularly receive a pre-determined amount of compensation each pay period on a weekly basis, subject to the exceptions listed below.

The law allows certain reduction in the pay of a salaried employee. The Township may choose not to reduce a salary, but the following reductions are the ones permitted by law: when the employee is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice providing compensation for salary lost due to illness; to offset amounts employees received as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary for the first or last week of employment if the employee does not work the full week, or for weeks when an employee's salary is reduced as the result of penalties imposed in good faith for infraction of safety rules of major significance. In these circumstances, either partial day or full day deductions may be made. Exempt employees do not need to be paid a salary in any work week in which they perform no work. Also, an employer may require employees to use accrued paid time off to cover absences, as long as it does not result in a prohibited reduction.

The Township's policy is to comply with the salary basis requirements of the FLSA. Therefore, we prohibit any improper deductions from the salaries of exempt employees. If you believe that an improper deduction has been made to your salary, you should immediately report this information in

writing to your direct supervisor, or to the Fiscal Office. The Township will promptly investigate any report of an improper deduction. If the Township determines that an improper deduction has occurred, you will be promptly reimbursed.

OVERTIME / COMPENSATORY TIME

1. Overtime

- a. The Township will pay non-exempt employees time and one-half their regular hourly rate for hours worked (for purpose of this policy hours worked does not include sick or vacation time for classified personnel and hours worked does not include sick, vacation, compensatory or personal time for unclassified personnel) over 40 in a work week. The Township's work week will be from Sunday through Saturday. The following conditions shall apply to overtime worked by Colerain Township employees:
 - i. Overtime work is to be held to an absolute minimum.
 - ii. All overtime, except in circumstances of an emergency or unavoidable holdovers, must be pre-authorized by the Department ~~Head~~Director.
 - iii. Signed authorization must be submitted with the payroll material to the payroll department to be verified and filed for audit.
- b. Department ~~Head~~Directors shall have the authority to grant overtime compensation for full-time non-exempt employees, provided that the overtime compensation is permitted only for:
 - i. Work in excess of 40 hours per week, or other applicable work period for police and fire employees.
 - ii. Work on an employee's scheduled day off when the employee is asked to report to work.
- c. Overtime compensation may be limited to the restrictions and guidelines of the appropriate Collective Bargaining Agreement or to work in excess of the employees' work period for employees to whom FLSA section 7K provisions are applied.
- d. Department ~~Head~~Directors and other exempt employees are not eligible for overtime pay.

2. Compensatory Time

- a. At the discretion of the Township Administrator or ~~his or her~~their designee, compensatory time off work may be granted at a rate of one and one-half hours times the number of hours worked on a scheduled off duty-day or in excess of the standard work period. Any accumulation of compensatory time must be approved by the Department ~~Head~~Director prior to accumulation of time.
- b. An employee must schedule in advance the use of accumulated compensatory time, which must be approved by the Department ~~Head~~Director. Accumulated compensatory time must be used within the year it is accrued unless the Township Administrator permits an employee to use it in the following year.
- c. The Township Administrator or ~~his or her~~their designee may:
 - i. Establish an absolute maximum limit for the number of compensatory hours an employee may accumulate.

- ii. Require an employee with a high accumulation of compensatory hours to reduce the accumulation through the use of any portion of ~~his or her~~their accumulated hours within a specific time period.
- iii. Require overtime compensation be monetary compensation in lieu of compensatory time off whenever the Township Administrator believes that allowing an employee to earn and be credited with compensatory time off is likely to generate a further overtime requirement to provide scheduled coverage or to accomplish necessary work duties when the employee uses the earned compensatory time off.
- d. Exempt employees are not eligible for compensatory time.

ATTENDANCE

1. Good Attendance Is Critical and Expected

- a. Good attendance is a critical part of every job at Colerain Township. Absenteeism and tardiness cause scheduling problems, threaten the high standards and service that the Township must maintain, and place significant hardship on fellow employees.
- b. Every employee is required to work the hours assigned. Every employee is responsible for being present at the location designated by the Department ~~Head~~Director or ~~his or her~~their designee and ready to work at the correct time each assigned day. Every employee is responsible for working ~~his or her~~their entire work day, and not leaving work early unless authorized or directed by the Department ~~Head~~Director or ~~his or her~~their designee.
- c. The Township recognizes that there are circumstances beyond an employee's control and that employees are occasionally unavoidably absent or tardy. The Township takes this into account when enforcing its work rule on excessive absenteeism or tardiness. However, any time an employee is late, absent, or leaves early, for any reason, even a good reason, that absence directly affects the Township's ability to serve its residents and also adversely affects the employee's co-workers.

2. Definitions

The following terms and definitions shall be used in the attendance policy:

- a. Absence - Failure of an employee to report to the assigned workstation during the hours ~~he or she~~they is-are scheduled to work.
- b. Tardiness - Occurs when an employee is not at the assigned workstation at the beginning of the scheduled work day or returning from specified meal periods.
- c. Leaving Work Early - Occurs when an employee leaves ~~his or her~~their assigned workstation before the end of the scheduled work day.
- d. Excused Absences - Occurs when an employee has notified and been approved by ~~his or her~~their Department ~~Head~~Director for an upcoming absence, tardy, or the need to leave work early for an acceptable reason, such as FMLA leave and the approved use of sick leave, vacation leave, or other use of approved leave. Only under extraordinary circumstances and with final permission of the Department ~~Head~~Director would an absence be considered excused without prior notification to and approval by the employee's Department

~~HeadDirector~~. Department ~~HeadDirectors~~ shall not absent themselves from duty without the permission of their supervisor, (the Township Administrator or Assistant Administrator).

- e. Unexcused Absences - Occurs when an employee fails to notify the Department ~~HeadDirector~~ of ~~his or her~~their absence prior to the normally scheduled work time or is absent, tardy, or leaves work early without approval, even though approval may have been granted with proper notification.

3. Reporting Absences or Tardiness

- a. Employees who are going to be absent or tardy must provide their supervisor with as much notice as possible. Employees should personally report their absence or tardiness to their supervisor at least 60 minutes before the scheduled starting time. It is important that you speak personally with your supervisor if possible. If an employee needs to leave work early for any reason, the employee must notify ~~his or her~~their supervisor before leaving.
- b. An employee reporting an absence or tardiness, or requesting to leave early, must provide a valid reason.
- c. The Township may investigate any absences or suspected attendance abuses (such as frequent Monday/Friday absences).
- d. The Township will require an employee to use any available paid leave, including vacation or sick leave, while absent.

4. Discipline

- a. Excessive unexcused absences, regardless of the reason, will ultimately result in disciplinary action, up to and including discharge.
- b. Other attendance abuses, such as walking off the job, failure to give advance notice of tardiness when possible to do so, or excessive Monday/Friday absences, will be handled on a case-by-case basis, and may result in additional discipline up to and including discharge.
- c. An employee who is absent three consecutive scheduled work days without proper notification shall be subject to immediate termination.

5. Attendance Enhancements

- ~~a.~~ When in their sole judgment it is necessary and in the best interest of the community, the Township Trustees may implement programs to encourage employee attendance by using incentive and initiative programs.

LONGEVITY PAY

Longevity shall be paid at the following rate on an equal basis to all permanent, full-time, non-contracted employees:

- 1. Sixty dollars (\$60) for each full year an employee has been consecutively employed by the Township as of December 1, 2024, for all employees with one (1) to eight (8) years of service. One hundred dollars (\$100) for each full year an employee has been consecutively employed by the Township as of December 1, 2024, for all employees with nine (9) or more consecutive years of employment for up to twenty (20) years (for a maximum payment of \$1,680 at year 20). Generally, this pay will be made on the last payday in December each year.

2. Any employee who resigns their position (except to immediately accept another position with the Township), retires, or is terminated shall immediately cease to be entitled to such longevity payments until they have again completed one (1) full year of service and shall then begin receiving longevity payments as described above. For example, if an employee begins service on February 1, 2025, the longevity pay benefit will not be in effect until December of 2026 and will be calculated as "one year of longevity credit".
3. Determination of the addition of each year of service shall be calculated as of the employee's anniversary of employment with the Township.

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TELECOMMUTING AND FLEX TIME

In order to balance the need to extend work hours to better serve our residents, to minimize the use of overtime, and to provide an incentive to employees to accommodate personal responsibilities, the Township will occasionally grant flex time or allow for telecommuting. It is understood that it is the discretion of the Department HeadDirector to grant flex time or telecommuting privileges and that these privileges may be revoked at any time, with or without cause.

In general, flex-time or telecommuting schedules should be approved by the Department HeadDirector. These work arrangements should not interfere with the regular operations of the department and should be used to accommodate special circumstances or to avoid the need for overtime. Non-exempt employees who are permitted to telecommute shall keep an accurate record of their hours worked and report that to their Department HeadDirector.

An employee wishing to request an alternative work schedule shall make a request to ~~his or her~~their Department HeadDirector for review and approval or disapproval. An alternative work schedule must be mutually agreed upon by the employee and Department HeadDirector. Any changes to the schedule must be approved by the Department HeadDirector. Employees may, at the discretion of the Department HeadDirector, be called to work despite an arrangement for an alternative schedule.



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1.89 COLERAIN TOWNSHIP PAID TIME OFF POLICY

PURPOSE

Colerain Township offers employees paid time off as a general workplace benefit. The Township encourages employees to utilize paid leave, as it is a general benefit to employee health and helps to prevent burn-out.

HOLIDAYS

1. Regular, full-time employees are eligible for Holidays as defined by the Ohio Revised Code, section 1.14 and 511.10. To receive holiday pay, the employee must not be on a disciplinary suspension or on an unpaid leave of absence when the holiday occurs. Eligible employees who do not work on the holiday will receive eight hours of pay at their straight-time pay rate for each full-day holiday.
2. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.
3. All employees covered by Collective Bargaining Agreements shall be eligible for holiday pay as spelled out in each respective agreement.
4. All Holidays will normally be observed on the date of recognized observance. A Department ~~Head~~ [Director](#) may authorize an employee to work on an established Holiday. In such instances, the employee either (1) will receive regular hourly pay for all hours worked on the holiday in addition to the standard holiday pay, or (2) at the discretion of the Department ~~Head~~ [Director](#), may be given another day off during the pay period in exchange for working on the holiday.
5. Exempt employees are not entitled to compensation for working on holidays. At the discretion of the Administrator, exempt employees may be given another day off during the same pay period in exchange for working on the holiday.

VACATION LEAVE

1. Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rate for vacation is based on [continual](#) years of service as a ~~full-time~~ [full-time](#) employee from [public serving governmental institutions, such as local public schools, local governments](#) and/or council of governments from Ohio, Indiana and Kentucky, ~~and -Years of service as a full time employee with~~ any branch of the United States Military shall ~~also~~ count for the vacation accrual rates. The effective date for recognizing service from other [public serving governmentsal institutions](#) is for new hires on or after May 26, 2015. The effective date for recognizing service from the Military is July 14, 2020.

2. Statute of Limitations: To receive credit for continual years of public serving service, the onus is on the employee that is being hired to report their service to Human Resources during their hiring process. Once the employee begins their tenure with the Township, they will have up to thirty (30) days to submit documentation of their service to receive credit. After this time, the Township will not honor any service or credit the time towards vacation accruals as this puts unnecessary strain on resources to backtrack into the system and update records.

1.3. Vacation will be accrued with each payroll based on the years of continuous service at the rates listed in the below table:

Years of Continuous Service	Number of Vacation Hours (per payroll)
a. 0-5 years Zero (0) through 1,825 calendar days	3.08 hours
b. 6-10 years 1,826 through 3,650 calendar days	4.62 hours
c. 11-15 years 3,651 through 5,475 calendar days	5.54 hours
d. 16-25 years 5,476 through 9,135 calendar days	6.77 hours
e. 26 or more years 9,136 or more calendar days	7.70 hours

2.4. To promote employee wellness, employees are encouraged to use vacation leave in the year earned. However, it is recognized that job responsibilities may prevent an employee from using the appropriate accrual in the year earned therefore leave accumulation may be necessary.

3.5. Employees may carry a maximum of two years' vacation time. This will be reviewed on a quarterly basis and any vacation hours in excess of their two-year accrual will be forfeited at that time.

4.6. Upon separation, employees shall be paid for no more than forty (40) hours of carryover plus the current year vacation accrual at their hourly rate at the time of separation. Any vacation in excess of the above limits is dropped and lost.

EXAMPLE:

- a. Employee A was hired February 1, 2015. On February 1, 2015 employee will be credited with the appropriate number of vacation days pursuant to this policy. In this example, 80 hours of vacation leave is credited to employee account. Employee A is encouraged to use vacation during the period of February 1, 2015 and January 31, 2016. Unused leave as of January 31, 2016 will be carried forward on February 1, 2016 and added to the 2016 accrual subject to the restrictions of this policy.

Below is a specific example for Employee A:

1. February 1, 2015 Earned 80 Hours
2. February 1, 2015 – January 31, 2016 Used 16 Hours (Eligible Carry-over = 64 Hours)
3. February 1, 2016 Earned 80 Hours
4. New Balance February 1, 2016 144 Hours (64 carryover plus 80 hours earned)
5. February 1, 2016 – January 31, 2017 Used 40 Hours, Eligible Carry-over = 80 Hours)
6. New Balance February 1, 2017 160 Hours (80 carryover plus 80 hours earned)

Employee A lost 24 hours of vacation on February 1, 2017 because carryover was limited to one year's accrual.

- b. Employees who are on extended leave, such as worker's compensation leave, or employees who are unable to properly take time off due to scheduling conflicts, will be able to appeal their loss of vacation time. In order to appeal the loss of vacation time, the employee must

submit a request in writing to keep their vacation time within five business days after the employee's anniversary date.

- i. An independent three-member committee shall meet to review the employees' request. This committee will consist of the Administrator, Human Resources Specialist, and the Department ~~Head~~-Director of the employee's department. In the event that a Department ~~Head~~-Director appeals their loss of vacation time, the Township Assistant Administrator shall be the third member of the committee.
- ii. This committee will meet as soon as possible after a request is submitted. This committee will hear testimony from the employee on why they should be permitted to keep their vacation time. The committee will then weigh the merits of the request and make a final recommendation to approve or deny, in full or in part, the request.

5.7. Vacation Usage and Scheduling

- a. Vacation time may be taken in one-hour increments
- b. Employees must submit vacation requests in writing to their Department ~~Head~~-Director in sufficient time to allow for proper scheduling. Employees are encouraged to submit vacation requests at least one (1) to sixty (60) days before the vacation date. Vacation requests submitted the day of the request may not be approved. It shall be the responsibility of the Department ~~Head~~-Director to establish criteria for scheduling of vacation either by internal policy or as directed by the appropriate Collective Bargaining Agreements. Department ~~Heads~~-Director must give written request for vacation to their direct supervisor (the Township Administrator or Assistant Administrator). The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval.
- c. Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. The Township Trustees reserve the right to alter vacation schedules in order to ensure efficient operation of the Township in time of emergency.
- d. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.
- e. The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year accrual plus forty (40) hours of carryover. Hours in excess of the forty (40) hours shall not be paid and are considered lost.

8. Delegation of Duties for Non-Classified Exempt Staff

- e.a. Due to the increase workload, any employee assigned to the delegation of duties at the Department Director level or higher for a total of three (3) consecutive days or longer, will be paid at the higher rate of pay for the time that they are fulfilling these additional duties as approved by the Township Administrator.

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PAID SICK LEAVE

1. Use of sick leave

- a. Sick leave shall be granted to an employee, only upon approval of the Department ~~Head~~Director, which may be subject to the approval of the Township Administrator or Board of Trustees or both. The Township Administrator shall submit all time off requests to the President of the Board of Trustees for approval. Sick leave ~~may~~shall be used for the following reasons (except illness or injury of the employee is not subject to the prior approval of the Department ~~Head~~Director):
 - i. Illness or injury of the employee.
 - ii. Medical, dental, or optical examinations or treatment of the employee, when examinations cannot be scheduled during non-working hours.
 - iii. Death of a member of an employee's immediate family. Sick leave usage is limited to five ~~work days~~workdays (40 hours) after the employee has exhausted their funeral leave.
 - iv. Illness or injury of a member of the employee's immediate family, provided the immediate family member is being treated by an appropriate licensed practitioner and the employee's presence is necessary.
 1. Immediate family ~~member is~~members include an employee's mother, father, grandparent, stepchild, grandchild, sister, brother, child, spouse, son-in-law, daughter-in-law, father-in-law, or mother-in-law, or a legal guardian, or other person who stands in place of a parent.
 - v. For reasons related to mental and/or behavioral health for treatment, therapy, and for other related appointments related to mental or behavioral health recovery.
 - 1.vi. Any time off for a qualifying medical leave event that is approved under the Family Medical Leave Act (FMLA). This time must be utilized first for any FML as this leave is entitled for medical reasons.

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2. Amount of credit

- a. All full-time employees shall accrue sick leave credit at a rate of 4.6 hours for each 80 hours of service not to exceed 15 ~~work days~~workdays or 120 hours per year. Sick leave will not accrue during an unpaid leave of absence, suspension, or layoff.

3. Notification

- a. Employees who are unable to report for work and who have not been previously approved to take sick leave are required to notify their immediate supervisor as soon as possible when they are unable to report for work due to an illness or injury. Notification must be made in accordance with any time or other requirements established by the Department ~~Manager~~Director.

4. Advancements and accumulation

- a. Advanced use of sick leave shall not be granted. Sick leave may be accumulated without limit.

5. Verification

- a. If necessary, any supervisor designated by the Township Administrator or Township Trustees has the authority to check on an employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify the need for sick leave. If there is reason to believe sick leave has been improperly used, the Administrator or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.
- b. Employees are required to provide a doctor's note as follows:
 - i. when an employee is absent from work for ~~five~~three (3) or more consecutive ~~work days~~workdays for reasons of illness or injury;
 - ii. when an employee has used 80 hours of sick leave within any six-month period; and
 - iii. upon request regardless of the number of days an employee was absent from work.
- c. When an employee has used eighty (80) hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage fall below eighty (80) hours for the most recent six-month period. This policy does not apply for employees who have qualified for family medical leave under the Family Medical Leave Act (FMLA).

6. Use and pay

- a. Sick leave, when approved, shall be charged in increments of one hour or as specified in the Collective Bargaining Agreement. Sick leave is paid at the employee's regular straight-time pay rate and cannot be used as a means to earn overtime.

7. Pay for unused credit upon separation

- a. Upon retirement from one of Ohio's public pension systems (proof of retirement benefit required), or death, the Township will pay full-time employees with at least five (5) years of service with Colerain Township and fifteen (15) years of governmental service in Ohio for 1/4 of the value of up to a maximum accumulation of 960 accumulated, unused sick leave credit hours (or a maximum of 30 days) upon retirement or death. Employees hired on or before January 1, 1997 and have completed at least fifteen (15) years with the township, shall be paid for a maximum of 45 days upon retirement or death.
- b. Employees that qualify for the "Early Retirement Notification" incentive shall receive an additional sick-leave payout in accordance with policy 1.10 - DISABILITY RETIREMENT AND RETIREMENT EARLY NOTIFICATION POLICY.
- c. Employees that are re-employed under a retire/rehire arrangement from Colerain Township shall be paid their severance effective on their retirement date and shall not be eligible for any further payment for unused sick leave credit in the future. Upon payment of severance, unused sick leave balance is reset to zero. Employees employed under a retire/rehire arrangement as of January 1, 2015 shall receive severance at the time they terminate employment at the current daily rate of pay. Employees hired by the township who previously retired from one of Ohio's public pension systems are not eligible for pay for unused sick leave credit.

8. Option for Sick Leave Sell-Back

a. Sick leave sell-back is provided as an optional benefit for employees who elect to convert accrued sick leave into a cash value on an annual basis as an incentive for promoting good attendance. This policy is applicable to all full-time non-contracted employees who elect to sell-back their accrued sick leave hours to the township.

b. Eligibility Criteria – Sick Leave

i. Regular full-time employees who have over 960 hours may sell back up to forty (40) hours over 960 accrued as of December 1st of each year. Accrued sick hours may not fall below 960 hours in this scenario.

ii. Employees who intend to sell their allowable hours must complete a “Sick Leave Sell-Back” form indicating the number of hours they wish to sell back. The form must be approved by their supervisor and returned to the Finance Department by November 15th of each year.

iii. Sick sell-back hours will be made on the last payday in December.

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8-9. Seasonal and part-time employees earn no sick leave credits.

9-10. Employees who do not report for work due to illness or injury and who have exhausted all of their sick leave days (and FMLA leave) are subject to disciplinary action for being absent without approved leave.

10-11. An employee with previously accrued unused sick leave credit from any other governmental agency in the State of Ohio may transfer such leave to Colerain Township. The previously accrued sick leave shall be placed to the employee's credit upon employment by the Township, provided such employment by the Township takes place within ten (10) years of the date on which the employee last terminated employment with that public agency. The Township requires the employee to furnish a satisfactory written, signed statement from the prior employer to establish the right to such sick leave credit.

DONATION OF SICK LEAVE

1. This policy is not intended to address “typical” illness/injury, elective surgeries, ~~pregnancy~~, or other conditions or circumstances not considered as extreme or catastrophic. For the purposes of this policy, pregnancy and childbirth are applicable reasons for the establishment of a sick leave donation bank for the individual giving birth to a child.
2. Each request for donated sick leave will be considered on an individual basis. Each request will be evaluated on its own merits by a panel made up of the Township Department ~~Heads~~Directors, with their recommendation being provided to the Township Administrator, who will have final approval/denial.
3. Employees shall be permitted to donate accrued but unused sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the sick leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to serious injury.

- a. An employee may receive donated sick leave upon written request, up to the number of hours the employee is scheduled to work each pay period excluding extra-time/over-time (donated sick leave will not be counted towards the extension of 12-week period covered by the FMLA period). An employee may receive donated sick leave under the following conditions:
 - i. Employee has a serious illness or injury (not self-inflicted), documented by appropriate medical records,
 - ii. Has no accrued but unused sick leave, and
 - iii. Has exhausted or does not qualify for any other compensated time off, such as vacation, personal leave, comp-time, etc.
 - iv. The maximum number of donated sick leave hours is equivalent to one (1) year's base work hours excluding extra-time/over-time.
- b. Employees may donate their accrued but unused sick leave if the donating employee:
 - i. Voluntarily elects to donate sick leave and does so by signing the SICK LEAVE DONATION FORM (on file with Human Resources), which includes the name of the employee for whom the donated sick leave is intended. The total number of hours to be donated (on a 1 for 1 ration; one hour donated for every one hour used by employee receiving the donation);
 - ii. The donating employee will donate in increments of eight (8) hours;
 - iii. Retains a sick leave accrual balance of at least 50% of starting balance prior to any donation and a minimum balance of ~~200~~ 480 hours following the reduction of donated hours for FMLA purposes.
 - iv. Donations from immediate family members or domestic partners will be permitted as long as the amount donated does not draw down the family/domestic partner's bank past 480 hours (12 weeks) for FMLA purposes as stated above.
- c. The Township will charge the donated sick leave hours in eight-hour increments on a rotating basis from those who donated until such time as all donated time is used up. Additional accrued sick leave may be offered as needed on the same basis as established by this policy.
- d. Unused donated sick leave will be returned to the donating employee on a 1 to 1 basis as if it had not been donated or used.

PERSONAL DAYS

All full-time non-union employees will be granted two (2) personal days annually, equivalent to the employee's regular work hours. Unused personal days as of December 31st shall be forfeited. Any unused personal days at the time of an employee's separation shall also be forfeited.

OVER-USE OF LEAVE TIME

Supervisors who are responsible for approving timesheets must ensure that requests are not over and beyond what the employee is requesting. For example, if an employee is requesting 16 hours of vacation time and they only have 10 hours of vacation time in their leave balance, the supervisor must decline the request to avoid any over-use of time. Approving leave without necessary leave balances creates

unnecessary payroll issues. Supervisors that approve time off requests for an employee who does not have sufficient time in their leave bank will be subject to disciplinary action.

FUNERAL LEAVE

In the event of death in the immediate family, an employee shall qualify for funeral leave with pay for up to five (5) consecutive workdays (40 hours) for participation in out-of-town funeral services or for making funeral arrangements.

For the purpose of this section, immediate family defined as a spouse, child or stepchild, grandchild, parent, step-parent, grandparent, brother, sister, parents or step-parents of spouse, grandparents of spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian, or other person who legally stands in place of a parent.

Funeral pay will be provided to accommodate absence occurring only on regularly scheduled workdays at the employee's base rate of pay. Funeral leave will not be granted for any period during which the employee is already on paid or unpaid leave status (unpaid leave status is interpreted as being military leave, disciplinary suspension, voluntary unpaid leave, absence without leave).

Leave requests meeting the conditions of these sections will be approved by the employee's immediate supervisor, and, if requested, the employee shall further submit proof of death or relationship.

Funeral leave may be taken within seven (7) calendar days of the date of death or the date of any funeral or memorial services. Requests for funeral leave with pay may be split between the date of bereavement and date of memorial service at a later date as long as the total number of days does not exceed the time granted by this provision.

In the event of the death of a relative in other than the immediate family, as defined above, vacation or sick time may be taken for funeral purposes subject to the approval of the Department Director.

Use of funeral leave will not be charged against accumulated sick leave balance.

ADMINISTRATIVE LEAVE

Administrative leave, with or without pay, may be given for an employee to leave the Township's property, or not to return to the Township's property for a specified period of time. This may also include limiting use of Township's Information Technology, engaging with Township employees, or both for the following reasons:

(1) In circumstances where the health or safety of an employee or of any person or property entrusted to the employee's care may be adversely affected.

(2) To investigate an alleged violation of law or Township policy.

(3) To investigate the conduct or performance of an employee even where no alleged violation of law or policy has been made.

(4) When it is in the best interest of the Township operations as outlined in memorandum from the Township Administrator.

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Although administrative leave may be used in conjunction with disciplinary action, or implemented because of an investigation, it is not, in itself, a form of disciplinary action.

Administrative leave with pay:

(1) An employee may be placed on administrative leave with pay for the remainder of the employees workday or longer with the approval of the Township Administrator or designee.

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(2) An employee shall receive their base rate of pay while on administrative leave. Time designated as administrative leave with pay will not be charged to the employee's paid leave. An employee placed on administrative leave with pay maintains all benefits during the leave time.

(a) Returning to work

When employees are on administrative leave with pay, their positions are held for them, unless it is determined through the investigative process and resulting disciplinary action that the employee is to be terminated.

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(b) Notification

Written notification to the employee is required when an employee is placed on administrative leave with pay for periods of time greater than the remainder of the workday or when placed on administrative leave without pay. A copy of this notification will be placed in the employee's personnel file.

Administrative leave without pay:

(1) An employee may be placed on administrative leave without pay for the remainder of the workday or for an extended period with approval by the Township Administrator or designee.

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(2) An employee placed on leave without pay is responsible for their share of the cost of benefits until such time they are reinstated or terminated.

(a) Returning to work

When employees are on administrative leave without pay, their positions are held for them, unless it is determined through the investigative process and resulting disciplinary action that the employee is to be terminated.

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(b) Notification

Written notification will be given to any employee placed on administrative leave without pay. This notification will be placed in the employee's personnel file.



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1.910 COLERAIN TOWNSHIP ~~OTHER LEAVES~~ OF ABSENCE POLICY

PURPOSE

The Township recognizes that, in addition to paid leave, there are ~~other circumstances~~ various reasons that may arise that will require an employee ~~a short or long term absence~~ to be absent from work. These various types of ~~leave~~ leaves are outlined below.

GENERAL LEAVE OF ABSENCE

Upon written request, the Township Trustees or their designated agent, the Township Administrator, may grant leave without pay for a period not to exceed 90 days if the employee will be engaged in training for subjects related to public service, for an employee who has not accumulated enough leave time for a pre-scheduled or unexpected absence (for example, pre-registered training related to public service, pre-planned vacation, an unexpected family emergency, unplanned medical procedure, etc.) that was scheduled prior to their employment with the Township, or for urgent personal reasons.

1. In extraordinary circumstances, the Trustees or their designated agent may grant one extension not to exceed 90 days. This extension is also without pay. Failure to return from a leave of absence at the specified date will be considered a resignation.

On any approved leave of absence in excess of one month (other than FMLA leaves), the employee shall pay the total premium cost for his or her ~~their~~ medical and life insurance for the duration of the leave. This cost is to be paid in advance of the first full month of leave, and prior to each month thereafter or the coverage will be terminated.

OCCUPATIONAL INJURY LEAVE

If an employee suffers a compensable injury or illness in the course of and arising out of employment with the Township and is unable to work, the Township may in its sole discretion grant the employee an occupational injury leave and pay the employee his or her ~~their~~ full weekly rate of pay from the Township for up to the first six (6) months following the date of injury.

1. Such payments shall be made only to the extent that the employee would otherwise be eligible for, and shall take the place of, will only be made if the employee is eligible for, and will replace, temporary total disability payments from the Bureau of Workers' Compensation.
2. The Township may require the employee to perform any duties within the limitations of such injury or illness. The period of injury leave shall be determined by the Township in its sole

discretion, and the Township's decision shall not be subject to the grievance procedure.

3. In determining an employee's eligibility for occupational injury leave or ability to perform or return to work, the Township, in its sole discretion, may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the Township.
4. Occupational injury leave for certified members of the police or fire departments is governed by the ~~respective~~ Standard Operating Procedures (SOPs) for those departments.

WORKERS COMPENSATION (moved from Policy 1.11 into this policy)

All Township employees are protected at Township expense under the Ohio Worker's Compensation Program. From this fund, medical expenses are covered for workers who suffer injury or certain kinds of illness in the course of their employment. In addition, if workers are temporarily unable to work as a result of such injury or illness, weekly disability payments are made to them from this fund after they complete an initial waiting period of one week, as provided in ORC 4123.55.

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Bureau of Workers Compensation (BWC) claims involving an employee's time spent away from work due to injury will not affect personal leave balances as it relates to Vacation, Sick, Personal, or Compensatory Time.

There are very rare instances that a claim through the BWC would be denied. In this instance, the Township will work with the employee and the Township's Managed Care Organization (MCO) to appeal the BWC's decision. If the Township has exhausted all means necessary to reverse the BWC's decision about the claim and are unsuccessful, the onus will then be on the employee to cover all medical expenses for the denied claim.

COURT LEAVE

1. All full-time employees who are called for jury duty or subpoenaed as a witness on behalf of the Township shall suffer no loss of straight time earnings for time necessarily spent in such duties.
2. When employees are released from jury duty or other court appearances prior to the end of their work day, they shall report to work ~~for~~to fulfill their remaining work hours for that day.
3. Employees shall not receive court leave pay for court appearances related to a personal matter, either as a plaintiff or a defendant, or in a lawsuit that does not involve official Township business. These absences shall be leave without pay, unless the employee's Department ~~Head-Director~~ approves the use of earned, unused vacation pay or personal time.
4. An employee who expects to be called for jury or witness duty must notify ~~his or her~~their Department ~~Head-Director~~ as promptly as possible. The Township expects each employee to perform ~~his~~their civic duty; however, in exceptional cases the Township may be unable to do

without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.

MILITARY LEAVE & LONG TERM MILITARY DEPLOYMENT AND REINTEGRATION

All employees are entitled to military leave in accordance with the United Services Employment and Redeployment Act of 1994 (USERRA) and ORC 5923.05. Long term military leave (any military leave in excess of 180 days) and short term military leave will be covered by this policy.

Permanent public employees who are members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to a leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for period of up to one month, for each federal fiscal year in which they are performing service in uniformed services as well as establishing the guidelines for Colerain Township personnel with military activations, exceeding 180 days.

Employees on Military Leave & Long-Term Military Deployment will be offered an opportunity to maintain health care coverage and related benefits through the Township while on leave. However, consistent with the Township's insurance policy, the employee will be required to pay ~~his or her~~ their portion of the monthly benefit premium in order to retain insurance for any pay period that they do not receive compensation from the Township.

Colerain Township and each of its departments shall support employees and family members of employees who are members of the Armed Forces Reserves or National Guard by assisting in their pre-deployment, deployment, or post-deployment and reintegration.

1. Short Term Training (ORC 5923.05)

- a. Permanent employees are entitled to leave without loss of pay for a period of one month for each federal fiscal year from October 1 of the current year to September 30th of the preceding year.
- b. Paid leave is held to mean calendar days not working days.
- c. Employee accrual bank is not affected during this time period.

2. Long Term Deployment (ORC 5923.05)

- a. Permanent employees are entitled to leave without loss of pay for a period of one month for each federal fiscal year from October 1 of the current year to September 30th of the preceding year.
- b. Paid leave is held to mean calendar days not working days.
- c. Employee accrual bank is not affected during this time period.
- d. After the a period of one month has passed employee will receive the *lesser of the two* on a monthly basis until their return:

~~3-e.~~ The difference between gross monthly wage and gross uniformed monthly pay or five hundred dollars.

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4.3. Pre-Deployment

- a. Supervisors from the appropriate Township department shall be responsible for ensuring employees under their supervision are in full compliance with this directive.
- b. The employee will provide their immediate supervisor with notice (written or verbal) that they will be engaging in military service. Notice shall be provided as soon as the employee receives information of the upcoming military service.
 - i. Department supervisors will notify the department Chief or Director, via the agency's chain of command, of the upcoming military service obligation.
- c. Each department will identify a designee that will engage the service member and their family, as the Department's point of contact (liaison).
 - i. The ~~point of contact~~ (liaison), will act as the department's point of contact during the pre-deployment, deployment, and post-deployment phases.
 - 1. The liaison will coordinate all benefit and leave rights with the department and Colerain Township Administration.
 - ii. The employee must provide current telephone number(s) and email addresses to facilitate communication during the deployment.
- d. The employee will be offered optional storage of all department-owned equipment.
 - i. Storage of Township issued firearm will be stored in the Department's armory during the employee's deployment. This is not optional.

5.4. Out Processing

- a. The individual agency Department Head or ~~his/her~~their designee will conduct an exit interview with the activated employee before deployment.
 - i. The exit interview is intended to be an opportunity for the employee to provide information to the department leadership staff that will assist the employee, or ~~his/her~~their family, while the employee is deployed.
- b. The employee may elect to have all departmental emails forwarded to their military email account.
- c. The departments will ensure that the service member employee's quarterly and annual evaluations are completed and submitted.

6.5. Post-Deployment/In-Processing and Reintegration

- a. The liaison shall meet with the service member employee upon returning from deployment.
 - i. The meeting will provide for the employee to discuss any concerns they may have concerning their employment (i.e. pay, benefits, assignment).
- b. The department will assist the employee with the scheduling of a meeting with an Employee Assistance Program (EAP) representative.
 - i. EAP meeting may be scheduled during employee work hours, if necessary.
- c. The department training supervisor will ensure that all employees returning from deployment exceeding 180 days are provided with any training deemed necessary for reintegration.

PAID PARENTAL LEAVE

The Township makes 40-hours of paid parental leave available to employees in connection with a qualifying birth of a son or daughter or the placement of a son or daughter with an employee for adoption or foster care. Paid parental leave granted in connection with a qualifying birth or placement is substituted for unpaid FMLA leave and is available during the 12-week period following the birth or placement. In order to be eligible for paid parental leave, a Township employee must be eligible for FMLA leave under 5 U.S.C. 6382(a)(1)(A) or (B), and must meet FMLA eligibility requirements.

Paid parental leave may be used during the 12-week FMLA period beginning on the date of the birth or placement involved. Within these 12-weeks, paid parental leave is available as long as an employee has a continuing parental role with the child whose birth or placement was the basis for the leave entitlement.

An employee may not use any paid parental leave unless the employee agrees in writing, before commencement of the leave, to subsequently work for the Township for at least 12-weeks. This 12-week work obligation begins on the employee's first scheduled workday after such paid parental leave concludes.

This parental leave is separate from and will be used simultaneously with any leave taken under the Family and Medical Leave Act (see below).

DISABILITY LEAVE OF ABSENCE

A leave of absence for illness or injury, including an on-the-job injury, may be granted if the employee provides satisfactory evidence of inability to work. Female employees will be granted leaves of absence for disability due to pregnancy on the same basis as leave for other disabilities.

Any employee absent due to illness or injury for more than three (3) consecutive ~~work days~~workdays must provide a physician's statement verifying the reason for absence. When possible, the employee should establish a firm date as to when return to work is expected. If this changes, the Township must be informed immediately. When such date cannot be established, the employee must call the Township weekly with a progress report. The Township may require a medical examination by a physician chosen by the Township as a condition of granting or continuing the leave or reinstatement.

This disability leave is separate from and will be used simultaneously with any leave taken under the Family and Medical Leave Act (see below).

On any approved leave of absence in excess of one month (other than FMLA leaves) for employees with no paid leave available, the employee shall pay the total premium cost for his or her~~their~~ medical and life insurance for the duration of the leave. This cost is to be paid in advance of the first full month of leave, and prior to each month thereafter or the coverage will be terminated.

GENERAL LEAVE OF ABSENCE

~~Upon written request, the Township Trustees or their designated agent may grant leave without pay for a period not to exceed 90 days if the employee will be engaged in training for subjects related to public service, or for urgent personal reasons.~~

- ~~1. In extraordinary circumstances, the Trustees or their designated agent may grant one extension not to exceed 90 days. This extension is also without pay. Failure to return from a leave of absence at the specified date will be considered a resignation.~~

~~On any approved leave of absence in excess of one month (other than FMLA leaves), the employee shall pay the total premium cost for his or her medical and life insurance for the duration of the leave. This cost is to be paid in advance of the first full month of leave, and prior to each month thereafter or the coverage will be terminated.~~

LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT

1. Basic Leave Entitlement

- a. Under the Family and Medical Leave Act ("FMLA"), an employee who has been employed by the Township for at least one year and worked at least 1,250 hours in the previous 12~~-~~ months, may take up to 12~~-~~ weeks of unpaid leave during a rolling 12-month period, for any of the following reasons:
 - i. For incapacity due to pregnancy, prenatal medical care or child birth;
 - ii. To care for the employee's child after birth, or placement for adoption or foster care;
 - iii. To care for employee's spouse, son or daughter, or parent, who has a serious health condition; or
 - iv. For a serious health condition that makes the employee unable to perform the employee's job.
- b. A "rolling 12-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

2. Military Family Leave Entitlement

- a. Eligible employees with a spouse, son, daughter, or parent on active duty in a foreign country or called to active-duty status for deployment in a foreign country in the Armed Forces, including in the National Guard or Reserves, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- b. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26~~-~~ weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a former member if treatment is within five (5) years of service, who has a serious injury or illness incurred in the line of duty on

active duty.

3. Notice and Application

- a. An employee must provide at least 30_-days advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment.
- b. If a 30_-day notice is not practicablefeasible, then the employee must provide as much notice as is practicable and generally must comply with the required call-in procedure. The initial notice must provide sufficient information for the Township to determine if the leave may qualify for FMLA protection.
- c. An employee shall complete a leave of absence application form, available from his or her supervisor, when requesting leave, or as soon after that as is practicablefeasible. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave.
- d. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment. (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves.) The employee must also state if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- e. The Township will designate the leave as FMLA or not and so notify the employee. If the employee disagrees, ~~he or she~~they should inform the Township immediately.
 - i. If the employee appears to be eligible, the Township will notify the employee of any additional information required, the amount of leave counted against the employee's leave entitlement and the employee's rights and responsibilities.
 - ii. If the employee is not eligible, the Township will provide the reason.

4. Medical Certification

- a. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The Township will provide a form for this.
 - i. Please note, if any employee is unable to secure proper medical certification, then the employees request for FMLA may be denied. If the request for FMLA is denied, then the sick leave used by the employee may be converted to another available type of leave or be considered uncompensated leave.
- b. When the duration of the condition listed in the original certification is 30 days, or less, if the employee's leave (whether full time, intermittent, or on a reduced schedule) is beyond 30 days, then a new medical certification shall be required after 30 days, and each 30 days after that.
- c. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six (6) months, whichever occurs first. A second opinion may

be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.

5. Definition of Serious Health Condition

- a. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
- b. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

6. Use of Leave

- a. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary.
- b. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying ~~emergencies~~ ~~exigencies~~ may also be taken on an intermittent basis.

7. Pay and Benefits

- a. All family and medical leaves are without pay, except to the extent paid leave is available. FMLA leaves are without benefits, except that group health and hospitalization insurance will be continued during FMLA leave with the same terms, conditions and employee contributions applicable to employees who are actively at work.
- b. The Township will require an employee to use any paid time off that is available for the employee's family or medical leave, starting with their sick leave balance per Policy 1.9 – Paid Time Off as it relates to using sick time for illnesses/medical reasons, if the leave would otherwise be unpaid, and the paid leave counts against the 12-week entitlement.

8. Return from Family or Medical Leave

- a. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one (1) week in advance whenever practicable.
- b. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to ~~his or her~~ their job.
- c. Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefit or other employment terms.

9. Limitations and Enforcement

- a. All leaves which may be available or taken under the Family and Medical Leave Act are subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it.
- b. An employee who believes ~~his or her~~their FMLA rights have been violated may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.
- c. FMLA makes it unlawful for any employer to:
 - i. Interfere with, restrain, or deny the exercise of any right provided under FMLA;
 - ii. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

10. Other leaves of absence due to employee's disability or other reasons

- a. An employee who is unable to work but is not eligible for FMLA leave or has used all available FMLA leave, or who wishes leave for other reasons, must apply under the Township's general or disability leave of absence policies.

~~OCCUPATIONAL INJURY LEAVE~~

~~If an employee suffers a compensable injury or illness in the course of and arising out of employment with the Township and is unable to work, the Township may in its sole discretion grant the employee an occupational injury leave and pay the employee his or her full weekly rate of pay from the Township for up to the first six (6) months following the date of injury.~~

~~1. Such payments shall be made only to the extent that the employee would otherwise be eligible for, and shall take the place of, temporary total disability payments from the Bureau of Workers' Compensation.~~

~~2.1 The Township may require the employee to perform any duties within the limitations of such injury or illness. The period of injury leave shall be determined by the Township in its sole discretion, and the Township's decision shall not be subject to the grievance procedure.~~

~~3.1 In determining an employee's eligibility for occupational injury leave or ability to perform or return to work, the Township, in its sole discretion, may rely upon medical evidence presented by the employee or may require the employee to submit to an examination by a physician or other examiner selected and paid for by the Township.~~

~~4.1 Occupational injury leave for certified members of the police or fire departments is governed by the SOPs for those departments.~~

1.12-10 COLERAIN TOWNSHIP DISABILITY RETIREMENT AND RETIREMENT EARLY NOTIFICATION POLICY

DISABILITY RETIREMENT POLICY

An eligible employee who, due to adverse health circumstances, applies for disability retirement through the Public Employees Retirement System (PERS) or the Police and Fire Pension Fund (OP&F) shall do so in accordance with the rules set forth in ORC 145.35 and any PERS or OP&F rules and regulations. The Public Employee Retirement Board or the OP&F Board is the final authority in determining eligibility for disability retirement. As part of determining eligibility the employee shall be required to submit to an examination by a physician.

RETIREMENT EARLY NOTIFICATION POLICY

It is in the best interest of the Township to have adequate time to plan and recruit for the replacement of employees who retire. To that end, the Township encourages that advance notification of an employee's intention to retire be made to management with this early notification incentive program.

A. The Township's expectation is that employees shall provide a minimum of two-weeks written notice of their separation from service due to resignation or retirement.

B. A full-time employee who separates from service and provides the Township with a minimum of six (6) months binding written notice of resignation or retirement shall be paid an additional 640 hours of sick leave towards their unused credit for the separation payout.

C. A full-time employee who separates from service, who does not qualify for the six (6) month notice incentive under paragraph B, but who provides the Township with three (3) months binding written notice of resignation or retirement shall be paid an additional 320 hours of sick leave towards their unused credit for the separation payout.

D. In order to qualify for either of the incentives described in paragraph B or C above, the employee must separate from service on the date specified in the written notice of resignation or retirement unless the date is extended by mutual agreement of the Township Administrator and the employee.

E. Human Resources will provide the appropriate form to be used by employees who wish to qualify for either of the incentives described in paragraphs B or C above in order to assist employees in meeting all elements for the written notice required. The following chart is the maximum that separating employees will be paid upon fulfilling this early notification of retirement incentive:

Regular Sick Leave Payout (Policy 1.9 (or 1.10))

Pre-1/1/1997 Employees		
<u>Max Hours Eligible for Credit</u>	<u>Max Hours at 1/4 Credit</u>	<u>Max Days</u>
<u>1440</u>	<u>360</u>	<u>45</u>
<u>Max Hours Eligible for Credit with 3- Month Notice</u>	<u>Max Hours at 1/4 Credit</u>	<u>Max Days</u>
<u>1,760</u>	<u>440</u>	<u>55</u>
<u>Max Hours Eligible for Credit with 6- Month Notice</u>	<u>Max Hours at 1/4 Credit</u>	<u>Max Days</u>
<u>2,080</u>	<u>520</u>	<u>65</u>

Post-1/1/1997 Employees		
<u>Max Hours Eligible for Credit</u>	<u>Max Hours at 1/4 Credit</u>	<u>Max Days</u>
<u>960</u>	<u>240</u>	<u>30</u>
<u>Max Hours Eligible for Credit with 3- Month Notice</u>	<u>Max Hours at 1/4 Credit</u>	<u>Max Days</u>
<u>1,280</u>	<u>320</u>	<u>40</u>
<u>Max Hours Eligible for Credit with 6- Month Notice</u>	<u>Max Hours at 1/4 Credit</u>	<u>Max Days</u>
<u>1,600</u>	<u>400</u>	<u>50</u>

1.21-19 COLERAIN TOWNSHIP TUITION REIMBURSEMENT POLICY

PURPOSE

Colerain Township offers a Tuition Reimbursement program to ensure that employee compensation and benefits programs are documented, fairly, and equitably applied, along with being competitive with benefits offered elsewhere in the labor market. Colerain Township and all of its departments will monitor and regulate the methods of the benefits provided its employees.

CONTINUING EDUCATION BENEFITS

1. Continuing educational benefits go beyond those opportunities provided to employees through in-service, specialized, and advanced training. Colerain Township encourages its employees to pursue higher education on their initiative and their own time.
2. Every employee interested in attending college during an upcoming academic year (fall through spring of next year) is required to present their interest in a memorandum to the appropriate Department Head-Director by August 1st of each year.
 - a. The memorandum should include information that will assist the Department Head-Director and Administrator to make final decisions on how the reimbursement funds are allocated. Specifically, information on past attendance in college or how many credit hours are needed to complete the degree. Each employee who has completed college course work will be required to submit an ~~up-to-date~~up-to-date grade point average.
 - b. The process of identifying the employees who desire financial assistance provides the Township an ability to properly estimate the financial assistance amount for each budget year.

ATTENDANCE

1. Colerain Township encourages college attendance. However, personnel may not attend college classes while on duty or scheduled for work.
2. Personnel attending classes, may submit requests to utilize available leave balances to attend college courses that are scheduled during work hours. Specifically, personnel will use accumulated personal, compensatory, or vacation leave time, if time is available to accommodate the amount of hours requested.

COLLEGE TUITION REIMBURSEMENT

1. Each request for reimbursement will be judged on the following criteria:
 - a. Is the course part of a degree program in which the employee's major is related to the employee's professional service;
 - i. Other degrees or majors must be approved before reimbursement is provided
 2. Electives will be covered if they are part of a degree program.
 3. Requests for financial assistance for college attendance must be filed and approved before course registration.
 4. All requests will be reviewed for approval by the Department ~~Head~~ Director and Administrator.
 5. After completing the course work, the employee must submit a copy of the paid receipt for the course and a grade transcript to the appropriate Department ~~Head~~ Director for approval and processing, via departmental memorandum.
 - a. The memorandum will include the request for reimbursement, along with copies of all course grades and a copy of any bill payment information, i.e. credit card statement and/or paid receipt from the appropriate college bursar office.
 - b. Personnel may request a tuition reimbursement for up to ~~\$1,777~~ \$2,000 within any one semester for completed work at an accredited educational institution. Reimbursement will be under the following scale:
 - i. 80% - grade of "A"
 - ii. 70% - grade of "B"
 - iii. 60% - grade of "C"
 - iv. 0% - grade of "D"
 - v. 0% - grade of "F"
 - vi. 75% - grade of "PASS"
 - vii. 0% - grade of "FAIL"
 1. Example: Course cost for three credit hours of \$1,500
 - a. 80% - grade of "A" – reimbursement of \$1,200
 - b. 70% - grade of "B" – reimbursement of \$1,050
 - c. 60% - grade of "C" – reimbursement of \$900
 - d. 75% - grade of "PASS" – reimbursement of \$1,175
 - c. The tuition reimbursement cap, per employee, is currently ~~\$1,777~~ \$2,000 per semester. The annual reimbursement limit is ~~\$4,444~~ \$5,000 per employee.
6. Tuition reimbursement is based on the maximum of ~~\$4,444~~ \$5,000 annual reimbursement; based upon six (6) credit hours per fall and winter semester and three (3) credit hours during the summer semester (15 total credit hours completed).

7. The tuition reimbursement includes only the tuition costs for the employees attending college and successfully completing the degree requirements for the approved course work.
8. No other associated expense incurred by the employee shall be consider for reimbursement.
9. Employees who receive reimbursement funds from Colerain Township are subject to a repayment clause, should the employee separate, other than medical or service retirement, within three (3) years of the last reimbursement payment for college tuition.
 - a. Employees will receive, acknowledge, and sign the “College Tuition Reimbursement Agreement” prior to the receipt of tuition reimbursement funds.

1.37 COLERAIN TOWNSHIP

CHILD COMPANION POLICY – CHILDREN IN THE WORKPLACE

PURPOSE

Maintaining the health and safety of Colerain Township employees and visitors relies upon the control of hazardous conditions and prevention of unsafe behaviors. When the visitors are children, diligence must be heightened.

While the workplace is a place of employment, it is generally not an appropriate place for children of employees. Colerain Township recognizes that certain circumstances may arise when an employee requests to bring a child to the workplace for a brief visit, specific township events, or in the case of an emergency. The purpose of this policy is to promote health and safety while minimizing township risk related to children in the workplace.

DEFINITIONS

"Child" or **"children"** means a person or persons less than 18 years of age, and not minor employees of the township.

"Employee" means any staff who has responsibility for a child, as defined above, while in the workplace regardless of the employee's relationship with the child.

"High-risk area" includes any area deemed high risk by the Office of Risk Management or any area with hazardous chemicals or substances or hazardous equipment or processes. Examples of areas with these characteristics include, but are not limited to:

- Workshop or other high-risk areas (such as rooftops)
- Mechanical rooms
- Boiler Rooms
- Township vehicles
- Construction areas
- Maintenance garages
- High-security areas

POLICY

With prior management approval, it is generally acceptable to bring children into the workplace in the following situations:

1. *Brief visits* (e.g., an employee brings in his/her child, grandchild, or other minor relatives to introduce that child to their workplace and/or co-workers).
2. *Specific township events* that are employer-sanctioned and at which, attendance by children are encouraged (e.g. 4th of July Spectacular, Employee Family Picnic, National Night Out, etc.).
3. *In the event of an emergency.* Emergencies can be defined as circumstances that create a loss of a safe environment or appropriate supervision and oversight of a minor child, such as school closings, childcare coverage issues, and other emergencies, which can compromise a child's health and safety if left without supervision.

When children are brought to the workplace, the following requirements apply:

- Children are expressly prohibited from entering high-risk areas as defined in this policy.
- Children are not permitted to accompany employees or are to be transported in township owned vehicles. Any transportation that is required by the employee is to be accomplished with their own personal vehicle.
- An employee who brings a child to the workplace is responsible for keeping the child within his or her immediate "sight and sound" and direct supervision at all times. The employee may not ask another employee or student to supervise the child.
- An employee who brings a child to the workplace is responsible for all aspects of the child's behavior. The employee is responsible for the child's safety and is financially responsible for any damages caused by the child.
- The presence of the child should be limited to a specific amount of time as approved by the employee's manager.
- The presence of the child cannot disrupt the work environment or negatively impact the productivity of the employee who brought the child or other employees or students.
- The child is not to use township property or equipment, including computers.
- The workplace may not be used as an alternative for childcare. When childcare arrangements break down, an employee should seek alternatives to bringing the child to the workplace. In such cases, an employee typically uses appropriate accrued leave hours or leave without pay and cares for a child outside of the workplace.

A child who has an illness that prevents him or her from being accepted by a regular daycare provider or attending school, particularly a child with an infectious disease, may not be brought to the workplace under any circumstances.

EXCLUSIONS

Except as provided elsewhere in this policy, or other township policies, laws, and regulations that limit access to or otherwise regulate high-risk areas, this policy does not apply when a child:

- Is employed by the township.
- Is attending a township-sanctioned camp or family-oriented program.

Management has the authority to deny the presence of children in the workplace and may revoke previously granted permission any time management determines that this policy has been violated or that the child's presence negatively impacts the township's interests.

Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.

2.1 COLERAIN TOWNSHIP PURCHASINGCREDIT CARD POLICY

PURPOSE

Colerain Township utilizes purchasingcredit cards to operate more efficiently and allow staff to purchase goods and services from vendors who only accept electronic payment. This policy is constructed to comply with Ohio Revised Code (ORC) Section 9.21 - 9.22, and ORC Section 505.64. PurchasingCredit cards are not intended to be utilized to avoid traditional purchasing procedures.

PURCHASINGCREDIT CARD ISSUANCE

Every purchasingcredit card issued by Colerain Township shall contain the name "Colerain Township" embossed or imprinted on the face of the Card. In addition, each card shall specify the Department to which the card has been assigned, in order to assist in monthly expense tracking and reconciliation.

The following purchasingcredit cards shall exist:

1. Colerain Township Administration Dept
2. Colerain Township Cincinnati Bell
3. Colerain Township Emergency All
4. Colerain Township Community Center
5. Colerain Township Duke Energy
6. Colerain Township Fire Dept Admin
7. Colerain Township Fire Dept Operations
8. Colerain Township Fleet Maintenance
9. Colerain Township GCWW
10. Colerain Township Parks Dept
11. Colerain Township Police Dept Admin
12. Colerain Township Police Dept
13. Colerain Township Roads Dept
14. Colerain Township Rumpke Public Services

Nothing contained in this section shall prevent the addition, deletion, or modification of the designated and specified purchasingcredit card accounts by the Fiscal Officer of the Township or their designee.

If multiple cards are required for a department, the department head may request additional purchasingcredit cards, which may be approved at the discretion of the AdministratorFinance Director. Duplicate cards shall be maintained in the same manner as described in this policy.

AUTHORIZED USERS

The following employees ("Authorized Users") shall be specifically authorized to utilize, or cause to be utilized, a Colerain Township-issued purchasingcredit card account:

1. Township Administrator
2. Assistant Township Administrator

~~3. Finance Director~~

~~4. Township Department Directors/Heads~~

~~5.3. Township Supervisory or Administrative Staff, including, but not limited to, the following:~~

~~a. Police Lieutenants~~

~~a-b. Assistant Fire Chiefs,~~

~~b-c. Parks Supervisor~~

~~d. Roads Supervisor~~

~~e-e. IT Director~~

~~Assistant Fire Chiefs,~~ Any of the Authorized Users stated within this section shall be further authorized to approve, appoint, nominate, or otherwise cause the use of a Colerain Township-issued ~~purchasingcredit~~ card by an employee, provided that prior authorization is granted by the Authorized User. Such authorization is to be written via the attached Employee Acknowledgement form.

The Finance Department shall be responsible for collecting and reconciling all charges with proper itemized receipts to the monthly statement and bank activity each month.

PROCESS AND RESPONSIBILITIES

1. Authorized User

- a. The Authorized User, appointee, employee, or designee shall have the following responsibilities regarding the use of ~~PurchasingCredit~~ cards:
 - i. Make purchases according to the requirements established in this policy and the Township purchasing policy. Prior to using the ~~PurchasingCredit~~ card, the Authorized User must sign out the card from the Finance Department, and at that time provide the name of the vendor and the number of the purchase order or blanket certificate that authorizes the purchase.
 - ii. Ensure that sales tax is not applied to the purchase by furnishing the state sales tax exemption form provided by ~~Finance Department/Fiscal Office~~.
 - iii. Upon completing the purchase, the Authorized User shall return the card to the Finance Department, promptly, along with all receipts. The Authorized User may choose to scan receipts, or send pictures of receipts, to ~~pcards@colerain.org~~.
 - iv. Accountability for all transactions made against the card while in possession of ~~purchasingcredit~~ card.
 - v. Safeguard the ~~purchasingcredit~~ card and keeping the account number confidential.
 - vi. Use the ~~purchasingcredit~~ card for Colerain Township business only.
 - vii. Resolving disputed charges with the merchant and/or lending institution (also referred to as "Card Issuer").
 - viii. Return merchandise to the merchant when it is incorrect or no longer needed.
 - ix. A lost or stolen card should be reported immediately ~~by telephone to PNC Bank Customer Service at 1(800) 685-4039; and~~ to the Finance Director.

2. ~~PurchasingCredit~~ card - Department ~~Director/Head~~

- a. The Department ~~Director/Head~~, shall have the following responsibilities regarding the use of ~~PurchasingCredit~~ cards:
 - i. Manage the appointment of designees.
 - ii. Request the issuance and approval of ~~purchasingcredit~~ cards, where applicable, from the ~~Finance Department/Fiscal Office in writing~~.
 - iii. Approve specific expenditures and verify the intended purpose.

- iv. Ensure that charges made using the purchasingcredit card are appropriate;
- v. Ensure that each expense is documented with an itemized receipt and that the receipt is submitted to the Finance Department the same day that a charge is made;
- vi. Initiate disciplinary action when necessary;
- vii. Report unauthorized use or charges of the purchasingcredit card to the Finance Director at the earliest possible opportunity;
- viii. Work with Authorized Users, to reconcile errors and billing disputes once the Authorized User has exhausted other avenues for resolution (Merchant, Card Issuer);
- ix. Request written authorization from Fiscal Officer if anticipated purchase(s) will exceed the established per diem purchasingcredit card limit or monthly purchasingcredit card limit.

3. Fiscal Office (or Designee)

- i. The Township Fiscal Officer, or their designee, shall have the following responsibilities regarding the use of purchasingcredit cards: manage~~Manage~~ the distribution of purchasingcredit cards to Authorized Users, including the maintenance of a log documenting PurchasingCredit card use. The log shall show the name of the Authorized User, the date the card was signed out, the vendor, the purchase order or blanket certificate number, and the date the card and receipts were returned to the Fiscal Office. Manage the approval and issuance of purchasingcredit cards in writing, upon receipt of such request in writing from a Department Head, consistent with this Policy;
- ii. Coordinate dispute resolution process in consultation with Department Heads and the Card Issuer;
- iii. Complete the reconciliation of monthly purchasingcredit card statement with the bank activity statement and all receipts;
- iv. Maintain records of all purchasingcredit card requests, credit limits, and purchasing controls for each card;
- v. Update the purchasingcredit card policy/procedure as needed, in consultation with the Township Administrator and/or Board of Trustees;
- vi. Monitor/follow up to ensure that no future charges are incurred on an account where the card has been reported as lost or stolen;
- vii. Review and approve of exceptions to the standard, daily, or monthly credit limits, provided such requests are received, and approved in writing;
- viii. Review and grant approval for standard, daily and monthly credit limits;
- ix. Ensure that accurate documentation is provided to, and received from, the Card Issuer.

CONTROL AND INVENTORY

The Finance Director, or their designee, shall maintain an inventory and centralized possession of all purchasingcredit cards until such time that a card is assigned to an Authorized User, to complete specified purchase or purchases. There shall be one emergency purchasingcredit card stored in the Police Department safe for authorized use in an emergency or when the Administration office is closed. A sign out sheet will accompany this card and the Department utilizing this card will be responsible for notifying the Finance Department of use of the Emergency Card through an emailed copy of the receipt.

RECURRING EXPENSES AND “VIRTUAL” PURCHASING

For monthly recurring billed Township expenditures where [purchasingcredit](#) card information is stored by a third-party vendor, including, but not limited to, monthly periodical subscriptions, [facilityfacilities](#) rental charges or expenses, or other similar expenses, the Authorized User, shall not be required to obtain the card from the [Finance Department Fiscal Office](#) for each month that a recurring expense is billed, provided that the recurring expenditure is reconciled by the Department Head for each month that the expense is billed, consistent with the requirements stated elsewhere within this Policy. Existing and recurring expenditures in place at the time of the adoption of this Policy shall be deemed as having received prior approval.

In lieu of obtaining a physical [purchasingcredit](#) card from the [Finance DepartmentFiscal Office](#), an Authorized User, appointee, employee, or designee may request, in writing (written or email), that the Fiscal Officer or their designee issue a virtual [purchasingcredit](#) card for a specific purchase or purchases. Such request shall detail the vendor, purpose of expense(s), and the maximum dollar amount of the purchase.

The Fiscal Officer, or their designee shall review the request for virtual card issuance and may issue, the virtual [purchasingcredit](#) card to the requesting party, provided such issuance is provided in writing.

AUTHORIZED EXPENSES

The following is a partial, non-exhaustive listing of typical authorized Colerain Township-related purchases that can be made using a [purchasingcredit](#) card:

1. Office supplies;
2. Computer supplies;
3. Computer software;
4. Travel expenses for township business, including parking;
5. Registration fees for township-sponsored events, training, or continuing education classes, excluding tuition for courses accumulating academic credit in pursuit of a degree or certificate;
6. Professional memberships, licenses, certifications, or accreditations associated with Township duties or responsibilities;
7. Monthly, quarterly, or yearly billed services, subscriptions, or facilities rentals or equipment rentals with third-party vendors who allow the use of a [purchasingcredit](#) card for automated or recurring billing purposes;
8. Purchase of supplies or equipment where an emergency, location, vendor location, or other mitigating circumstances otherwise prevents traditional purchasing methods being utilized, provided such expenses are approved by the Department Head and/or Township Administrator on a “case-by-case” basis, such approval may be written or verbal.

If the Authorized User, is uncertain that the Township [purchasingcredit](#) card is the correct purchasing tool to be used, he/she must contact the Department Head and/or Finance Director for additional clarification before making the purchase.

UNAUTHORIZED EXPENSES

The Colerain Township [PurchasingCredit](#) card, as applicable, shall not be utilized for the purchase of any of the following types of goods, services, or items:

1. Personal purchases;
2. Cash advances;
3. Gift Cards;
4. Training, seminars, or professional fees that are not approved and otherwise not associated with Township business;
5. Computer rentals not otherwise associated with travel or business-based technology requirements (projector rental, etc.);
6. Contractual Services agreements otherwise requiring review and approval of contract documents, unless otherwise specifically approved in writing by the Fiscal Officer;
7. Tuition for the accumulation of academic credit in pursuit of matriculation or otherwise resulting in the awarding of any advanced degree or certificate at any college or university, or other similar institution of higher learning, without prior written authorization from the Township Administrator;
8. Alcoholic beverages;
9. Entertainment or recreational activities without prior approval of the Administrator or Board of Trustees;
10. Any purchase that exceeds the spending limits authorized to the user by the Board of Trustees;
11. Any other purchases made without prior approval and authorization by the Department Head and/or Township Administrator, as applicable.

SPENDING LIMITS

The following spending limits shall be established for all Colerain Township [purchasingcredit](#) card accounts, unless otherwise noted:

1. Per Diem Limit
 - a. The maximum daily (“per diem”) limit for any single purchase or transaction shall not exceed \$5,000.00 per day, per transaction unless otherwise specifically approved in writing by the Township Fiscal Officer.
2. Monthly Limit
 - a. The Monthly Purchase Limit for each Department-Issued [purchasingcredit](#) card shall not exceed \$10,000.00, unless otherwise specifically approved in writing by the Township Fiscal Officer.
3. Exclusions
 - a. The monthly and per diem limits will not apply to any vendor specific [purchasingcredit](#) cards. For example, the card used to pay the monthly electricity bill will not be subject to the limit.

GENERAL RULES

Authorized Users, shall be required to adhere to the following rules when utilizing [purchasingcredit](#) cards:

1. Single Transaction Required
 - a. The total value of any single transaction shall not exceed the per diem purchase limit defined in this Policy unless otherwise authorized pursuant to the Spending Limits section of this Policy. Splitting of a payment into multiple transactions to stay within the single purchase per diem limit is prohibited. A purchase cannot be made unless a blanket

certificate or purchase order currently exists for the item.

2. Identification Required

- a. The Authorized User shall present proper identification at the time of purchase, if applicable, identifying him/herself as a Colerain Township employee or representative, and to ensure that any pre-negotiated or promotional pricing is secured.

3. No Cash Back

- a. No cash back for returns shall be permitted. All returns shall be demonstrated as a credit to the card amount and shall be documented with the appropriate itemized receipt.

4. Sales Tax Exemption Required

- a. It shall be the primary responsibility of the Authorized User, to ensure that the required sales tax exemption forms are provided at the point of sale to the vendor, and that no sales tax is charged at the point of sale. Sales tax exemption forms shall be obtained from the Fiscal Office prior to purchasing.

5. Itemized Transaction Receipt

- a. The Authorized User, appointee, employee, or designee shall be responsible for obtaining an itemized receipt at the time of purchase, with sufficient detail to indicate the item or items purchased and the aggregate cost charged to the card. Failure to obtain a receipt shall be a violation of this Policy. The Authorized User,

RECEIVING AND RETURNING MERCHANDISE

An Authorized User, appointee, employee, or designee shall observe the following process when receiving merchandise purchased utilizing a [purchasingcredit](#) card:

1. Upon receipt, the Authorized User, must verify that the shipment is correct. If it is not correct, the Authorized User, should notify the merchant directly for resolution, and shall further confirm the status of the order with the Department Head.
2. Retain the merchant's original itemized sales/credit receipt and submit to the Department Head responsible for final authorization and reconciliation of the monthly [purchasingcredit](#) card statement.

An Authorized User shall observe the following process when returning merchandise:

1. Contact the merchant for return procedures and to determine if any restocking fee, return shipping fee, or other applicable fees will be charged. Such fees must be documented in writing.
2. The Authorized User should pack the merchandise securely (original packing materials are preferable). If adequate packing materials are unavailable, an additional charge may be assessed.
3. Label the package according to the instructions given by the merchant.
4. Retain a copy of any documentation sent to the merchant.
5. All refund receipts and/or documentation must be submitted to the Department Head responsible for final authorization and reconciliation of the monthly [purchasingcredit](#) card statement.

Depending on the value of the merchandise being returned, it may be necessary to place additional

insurance on the package beyond the carrier's routine insured value. Any such charge should be noted on the itemized receipt.

LOST RECEIPTS

The Authorized User is responsible for furnishing itemized receipts for all purchases made utilizing the [purchasingcredit](#) card. Should a receipt be lost, the authorized user will be responsible for obtaining a duplicate receipt. If the Authorized User is unable to secure a duplicate receipt, he or she must provide a written memo to the Finance Director detailed the content of the receipt and recognizing the loss of the receipt. Authorized Users who lose receipts may be subject to progressive discipline and the [purchasingcredit](#) card may be cancelled.

PAYMENT

The Colerain Township Finance Director or their designee will make one payment monthly to the Card Issuer for the total amount due. Disputed items will be demonstrated as a credit on the following monthly statement.

DISPUTED TRANSACTIONS

An incorrect, unrecognized, or questioned transaction may be disputed. If a transaction needs to be placed in dispute, the Finance Department will be responsible for initiating the dispute during the process of completing the monthly reconciliation for submittal to the Fiscal Office.

1. When the Finance Department initiates a dispute, the Finance Department shall complete the following steps, in consultation with the Fiscal Office:
 - a. Complete a written report detailing the disputed claim in the form acceptable to the Card Issuer.
 - b. The Finance Department may conduct or may otherwise request an investigation into the disputed charge, in order to meet reporting requirements for disputing a transaction.
 - c. The Finance Department shall send a completed report and any results of any subsequent investigation to the Township Administrator and/or Fiscal Office for review.
 - d. The Fiscal Office may coordinate the investigation or processing of a disputed transaction with the Card Issuer and the Department Head, as applicable. The Finance Department shall be responsible for verifying the refunded amount on the applicable statement or statements thereafter and upon conclusion of the investigation into the disputed transaction. In the event that a disputed transaction is not successfully resolved, such event shall be reported to the Township Administrator.
 - e. The Card Issuer may conduct a separate investigation regarding the disputed transaction. While the investigation is ongoing, a temporary reversal of the transaction (charge or credit, as appropriate) may be issued to the applicable account. Upon completion of the investigation, the Cardholder is notified of the resolution. If the dispute is not settled in the Cardholder's favor, the transaction will be re-posted to the Cardholder's account.

UNAUTHORIZED PURCHASES

An Authorized User, appointee, employee, or designee who makes unauthorized purchases or intentionally misuses the credit card will be personally liable for the total dollar amount of such

unauthorized purchases, plus any administrative fees charged by the Bank in connection with the misuse. The Authorized User, appointee, employee, or designee will also be subject to disciplinary action up to and including termination, as well as criminal prosecution for theft in office.

LOST OR STOLEN CARDS

If a [purchasingcredit](#) card is lost or stolen, the Authorized User responsible for the lost card shall report the lost or stolen card to their Department Head and/or the Finance Director in a timely manner. Failure to report the loss of a [PurchasingCredit](#) card may result in disciplinary action. The Finance Director shall then contact the lending institution immediately at the contact number provided for the Card Issuer. The Fiscal Officer or Finance Director shall be authorized to request that lost or stolen cards be reissued or replaced on an “as needed” basis.

TERMINATION OF CARDS

The [purchasingcredit](#) card is the property of lending institution; therefore, at termination it must be surrendered to the Township Finance Director, to be destroyed. If applicable the account will be closed. A final, approved reconciliation and supporting receipts should also accompany the card.

Colerain Township

~~PNC~~ PurchasingCredit Card

Usage Agreement

Your participation in the Visa Purchasing Program is a convenience that carries responsibilities. This card is not an entitlement nor reflective of your position. You have been assigned as an authorized user, and it is your responsibility to consider this company property and it should be used with good judgement.

I, _____, hereby acknowledge that I have received a copy of the *Colerain Township PurchasingCredit Card Policy*, and understand the provisions set forth therein. Further, I understand the consequences of failure to follow the provisions set forth within this document, including being subject to disciplinary procedures set forth within the *Personnel Policy Manual of Colerain Township, Hamilton County, Ohio* as amended.

I further acknowledge and agree that I understand that the intentional misuse of a PurchasingCredit Card for unauthorized and/or personal expenditures will result in my being held personally liable for the total dollar amount of such unauthorized purchases, plus any administrative fees charged by the Bank in connection with the misuse. I understand that this card is for business-related purchases only. I also understand and acknowledge that I will be subject to disciplinary action up to and including termination, as well as criminal prosecution for theft in office.

Your signature below verifies that you understand the Visa ~~PNC~~ PurchasingCredit Program guidelines outlined below and the Purchasing Policy set before you; and that you agree to comply with them both.

Signature

Date

Print Name

Department/Position

Department Head Signature of Authorization

Approved by Director of Finance

2.15 METHODS OF PAYMENT

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

PURPOSE

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

ELECTRONIC PAYMENT METHODS

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



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

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

ELECTRONIC PAYMENT BENEFITS

There are benefits to using electronic payments including:

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

CASH PAYMENT METHODS



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

CHECK PAYMENT METHODS

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

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

2.16 ELECTRONIC VENDOR FRAUD

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

PURPOSE

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

STRATEGIES TO MITIGATE THE RISK OF FRAUDULENT VENDOR PAYMENTS

General Strategies

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



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

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

Staffing Strategies

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



Form/Information Change Strategies

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

Follow Up Strategies

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

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

2.17 BANK ACCOUNT FRAUD PREVENTION

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

PURPOSE

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

FRAUD PREVENTION TOOLS

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



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

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

INTERNAL CONTROLS

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

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

In addition, the Finance Department shall:

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



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

FRAUD PREVENTION MEASURES IN COOPERATION WITH FINANCIAL INSTITUTIONS

The Director overseeing the Finance Department shall:

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



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

2.18 COLERAIN TOWNSHIP ECONOMIC DEVELOPMENT INCENTIVES POLICY

PURPOSE

Colerain Township is committed to leveraging public funds to stimulate private economic development projects that enhance the community's economic viability. To achieve this, the Township may provide various incentives to support development efforts, including but not limited to, tax base diversification, job creation, housing development, and business retention and expansion. All incentives will be governed by formal agreements.

GOALS AND OBJECTIVES

The primary goals of Colerain Township's economic development incentives are to:

- Expand the tax base.
- Create jobs.
- Develop targeted economic sectors, as defined by the Board of Trustees, which include and are not limited to healthcare, advanced manufacturing, and transformational mixed-use developments.
- Retain and recruit businesses.
- Mitigate blight and improve economically distressed neighborhoods.
- Enhance housing stock.
- Improve environmental and infrastructure conditions.

INCENTIVE TOOLS AND LIMITATIONS

Colerain Township may use a range of financial incentive tools, including but not limited to:

- Community Reinvestment Areas (CRA)
- Tax Increment Financing (TIF)
- Development Agreements
- New Community Authority (NCA)
- Joint Economic Development Districts (JEDDs)
- Other emerging or existing programs

The Township will consider incentives on a case-by-case basis, taking into account the funding sources and ensuring compatibility with established fiscal policies.

SPECIFIC INCENTIVE CONSIDERATIONS

- Tax Increment Financing (TIF): The use of TIF is at the discretion of the Colerain Township Trustees and will be evaluated individually. TIF incentives are subject to the required legislative process, including notice and public hearings. TIF may be used on a project area, even if it is not for a designated purpose.

- Residential Projects: While residential development is crucial, incentives for residential projects is generally discouraged unless the proposed project is permitted under current zoning and would be diametrically opposed to the neighborhood's existing character area.
- Grant Funds: Eligible projects may qualify for grant funds if infrastructure construction serves future commercial developments. Payment for such grants will occur after infrastructure construction, acceptance by the Township, and prior to taxable value creation.
- First in Development: Projects that serve as the initial development in a larger commercial plan and include new infrastructure to support future developments may be eligible for incentives.
- Major Redevelopment/Projects in Excess \$15M: There may be additional considerations for any single project that will result in more than \$15M of capital investment. A development agreement will need to be created to outline the parameters for incentives.

APPLICATION AND EVALUATION PROCESS

To request an incentive, applicants must provide:

- Business background, including current employment figures.
- Estimated job creation and/or retention, with average annual salaries.
- Estimated capital and infrastructure investments.
- Pro-forma for the project that demonstrates the need for incentives.
- Description of the expansion or new development.
- Details on alternative locations and any incentives offered elsewhere, if applicable.
- Incentives requested.
- Project timeline.
- Signed acknowledgment of this policy.

Evaluation Criteria:

- The evaluation process will assess:
- Alignment with Township goals.
- Cost versus benefits.
- Impact on taxes and revenue.
- Effects on existing businesses and potential for business diversion.
- Contribution to local employment and commercial activity.
- Visibility, quality, and catalytic potential of the project.
- Infrastructure and investment requirements.

INCENTIVE RECAPTURE

If an incentive is found to be illegal or invalid, the recipient or their successor must reimburse Colerain Township for the invalid portion of the incentive. In cases where the recipient relocates, is annexed, or fails to meet obligations outlined in a development agreement, full reimbursement of awarded incentives is required.

Applicants and interested parties must not contact individual Trustees directly. All inquiries and communications should be directed through the Township Administrator or designee

Acknowledgement

I, [Applicant's Name], on behalf of [Company/Organization Name], hereby acknowledge and agree to the following:

1. Understanding of Policy: I have read, understood, and agree to adhere to the Colerain Township Economic Development Incentives Policy as outlined. I understand that the policy governs the use of public funds for private economic development projects and that incentives are subject to formal agreements and case-by-case evaluation.
2. No Obligation: I acknowledge that Colerain Township is not obligated to provide economic incentives for any project, and that the decision to award incentives is at the sole discretion of the Colerain Township Trustees.
3. Compliance with Procedures: I agree to follow all application procedures as specified in the policy, including the submission of required documentation and adherence to the evaluation process.
4. Incentive Recapture: I understand that if any incentive provided is found to be illegal or invalid, or if my company/organization relocates, is annexed, or fails to meet the obligations of any development agreement, my company/organization is required to fully reimburse Colerain Township for the value of the incentives awarded.
5. Contact Protocol: I agree to direct all inquiries and communications regarding this application and the incentives policy through the formal channels established by Colerain Township and not to contact individual Trustees directly.
6. Commitment to Accuracy: I affirm that all information provided in the application is accurate and complete to the best of my knowledge. I understand that any misrepresentation or omission may affect the consideration of our application.

By signing this acknowledgment, I confirm my acceptance of the terms outlined above and my commitment to comply with the Colerain Township Economic Development Incentives Policy.

Applicant's Signature:

Date:

Applicant's Name (Printed):

Title:

Company/Organization Name:

Contact Information:

This acknowledgment must be submitted with the incentive application to ensure processing and consideration.

new logo

merge w/section 4 **3.1 COLERAIN TOWNSHIP RECORD RETENTION POLICY**

PURPOSE

Consistent with the premise that government at all levels exists first and foremost to serve the interests of the people, it is our mission, intent, and policy to at all times fully comply with and abide by both the spirit and letter of Ohio's Open Records Act and Open Meetings Act. Any denial of public records in response to a valid request will be accompanied by an explanation, including legal authority, as outlined in the Ohio Revised Code. If the request is in writing, the explanation will also be in writing.

Colerain Township will ensure that appropriate personnel are trained in and aware of the provisions of the Open Records Act and Open Meetings Act. The Township will not inhibit or discourage citizens from obtaining information about their government and will do everything possible to aid those seeking information, including fully explaining the scope and operations of the Acts and assisting with the formulation of such requests. Furthermore, the Township will seek legal counsel whenever a question arises about the application of the aforementioned Acts or about the appropriateness of a request for information.

PUBLIC RECORD - DEFINED

A Public Record will include any document (paper, electronic, or other format) that is created or received by or comes under the jurisdiction of a public office that documents the organization, functions, policies, decisions, procedures, or other activities of Colerain Township agencies. All records of Colerain Township are the property of Colerain Township and are public unless they are otherwise exempt from disclosure, as enumerated within the Ohio Revised Code or Ohio legal authority. If a record does not exist, the Township shall be under no obligation to create a record to satisfy the request.

Documents in electronic mail format may be public records as defined by the Ohio Revised Code when their content relates to the business of the office. E-mail is to be treated in the same fashion as records in other formats and should follow the same retention schedules as other public records. All employees or representatives of this office are instructed to retain their e-mails, text messages, etc. that relate to public business per the records retention schedule. Records in private email accounts related to public business shall be periodically copied to business e-mail accounts and/or to designated e-mail archives as determined by the office's records custodian.

It is the policy of Colerain Township that all records subject to disclosure, including e-mail, as required by Ohio law, will be organized and maintained so that they are available for inspection and copying within a reasonable amount of time. Record retention schedules are to be updated regularly and shall be posted within the administrative offices all Colerain Township Agencies.

Employees are responsible for maintaining and following retention schedules as outlined by the Ohio Department of Administrative Services, Ohio State Archives and the Auditor of State.

In accordance with the records management policy, any records in the custody of an employee who separates from the Township, for any reason, remain the property of the Township. At the time of separation, no documents should be deleted, and all equipment and technology must be returned to the Township before the final paycheck is issued. The Township reserves the right to seek damages if this policy is violated and if it results in fines, fees, or loss of productivity.

MAKING A RECORDS REQUEST PROCESS

Each request for public records should be evaluated for a response using the following guidelines established within this section of the Colerain Township Record Retention Policy. **All non-police or non-fire report requests shall be forwarded to the Colerain Township Fiscal Officer. All employee personnel file requests will be forwarded to the Colerain Township Law Director for preparation for release. When a personnel file is requested, the responding Township employee (Law Director, Fiscal Officer, other) will notify the employee in question of the request and further notify the employee on release of the file. The employee will have the ability to review a records request prior to release to ensure that their protected information is not released (i.e. social security number).**

Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow the designated employee(s) or agents of Colerain Township to identify, retrieve, and review the records. If it is not clear what records are being sought, the Township will contact the requester for clarification, and will assist the requester in revising the request by informing the requester of the manner in which the Township keeps its records. Individuals can consult the attached list of public records maintained by Colerain Township for guidance. Individuals will not be required to provide their identity, intended use of the record, or to put their request in writing. However, individuals may voluntarily provide this information in order to assist staff in complying with the public records request. All records requests will be entered by the Office Manager into the Township's service request system and be closed out in the system once the request is fulfilled.

INSPECTION OF RECORDS AND PROCESSING OF REQUESTS

Public records shall be made available for inspection during regular business hours at the offices of the respective Colerain Township agency, with the exception of published holidays. Public records shall be made available for inspection within a reasonable period of time and as promptly as possible. The complexity of the request including the volume of records requested, the proximity of the records, and the necessity for any legal review can impact the time that it may take for an employee to fulfill a records request.

In general, employees will have a minimum of up to three days to fulfill a records request. As mentioned above, certain requests may require redaction, legal review and consultation, and time to retrieve. It is reasonable to expect that these requests could take a minimum of three days to complete. This time period will also apply to walk-in requests. Employees will attempt to fulfill walk-in requests as they occur, however they may need additional time due to various work-related constraints and are afforded a reasonable expectation of time to complete the request, as delineated above and at the discretion of

the employee. It should be noted that there still may be a need for redaction of a walk-in document request.

By Ohio law, this office is not required to permit a person who is incarcerated pursuant to a criminal conviction or a juvenile adjudication to inspect or obtain a copy of any public record concerning a criminal investigation or prosecution or concerning what would be a criminal investigation if the subject of the investigation or prosecution were an adult, unless the judge who imposed the sentence or made the adjudication with respect the person, or the judge's successor in office, finds that the information sought in the public record is necessary to support what appears to be a justifiable claim of the person. R. C. 149.43 (B) (8).

When a request is made to view Township records in person, the requesting person will be provided a space, in a public area of the building, avoiding conflicts with regular Township operations. Per the above, it is possible that this request may not be fulfilled on the same day that it is made.

RESPONDING TO PUBLIC RECORDS REQUESTS

Each request for public records will be evaluated for an estimated length of time required to gather the records requested. Routine requests for records will be satisfied as soon as possible. Routine requests include, but are not limited to, meeting minutes, resolutions, budgets, salary information, forms and applications, and/or personnel rosters.

If fewer than twenty (20) pages of copies are requested or if the records are readily available in an electronic format that can be readily emailed, electronically copied, or downloaded easily by the requester, the aforementioned files, copies or data will be made available as quickly as Township technology allows. For information located on the website, individuals may be sent a link directly to the information.

In processing the request, the office does not have an obligation to create new records or perform a search or research for information in the office's records. An electronic record is deemed to exist so long as a computer is already programmed to produce the record through the office's standard use of sorting, filtering, or querying features.

All requests for public records to Colerain Township will either be satisfied or acknowledged in writing by the Township within three (3) business days following the receipt of the request. If a request is deemed to be beyond the scope of daily activities, such as seeking a voluminous number of copies, legal review, or requiring extensive research, the acknowledgement shall notify the request that the public record may take a period of time to fulfill.

DENIAL, REDACTION, AND EXEMPT PUBLIC RECORDS

Any denial of public records requested will include an explanation, including legal authority for such denial. If portions of a record are public and portions are exempt as established within the Ohio Revised Code, the exempt portions will be redacted and the remainder of the document released to the requesting party. If there are redactions, each redaction must be accompanied by a supporting explanation, including legal authority for said redaction(s). In every instance, Colerain Township staff

shall seek an opinion from the Colerain Township Law Director prior to finalizing any redaction to any requested records, or prior to denying a request for public records.

Not all of Colerain Township's records are "public records." Certain records are exempt from the Public Records Act. Exempt records include records:

- The release of which is prohibited by state or federal law, including but not limited to:
 - o Attorney-client privileged information
 - o Records of a Certified Public Accountant or public accountant in the performance of an audit of a public office (R.C. 4701.19 (B))
 - o Federal tax returns (26 U.S.C. 6103(a))
 - o Criminal background information and other law enforcement information on LEADS/CCH/NCIC computer database (42 U.S.C. 3789g)
 - o Records that have been sealed pursuant to a statutorily authorized court order (i.e. R.C. 2953.52)
 - o Peace officer's home address during the pendency of a criminal case in which the officer is a witness or arresting officer (R.C. 2921.24(A))
 - o Employees' and their family members' records that were created for purposes of the Family Medical Leave Act or the Americans with Disabilities Act (29 CFR 825.500 (g) and 1630.14 (c)(1))
- That are subject to an express exception set forth in Ohio's Public Records Act, which may be released only if Colerain Township decides to waive the express exception, including but not limited to:
 - o Peace officer, firefighter, EMT, prosecutor, assistant prosecutor, children's services worker, or corrections officer, Residential and Familial Information (R.C. 149.43 (A)(7))
 - o Records that pertain to a patient's medical history, diagnosis, prognosis, or medical condition and that were general and maintained in the process of medical treatment (R.C. 149.43 (A)(1)(a))
 - o Records that contain information that was specifically compiled in reasonable anticipation of, or in defense of, a civil or criminal action or proceeding (R.C. 149.43 (A)(1)(g))
 - o Records that pertain to a law enforcement matter of a criminal, quasi-criminal, civil, or administrative nature and that, if released, would create a high probability of disclosing any of the following (R.C. 149.43 (A)(2)):
 - The identity of an uncharged suspect
 - The identity of a confidential source
 - Specific confidential investigatory techniques or procedures
 - Specific investigative work product
 - Information that would endanger the life or physical safety of law enforcement personnel, a crime victim, a witness, or a confidential source
 - Certain elements of body camera footage:
 - On-screen depictions of any person under the age of 18-years
 - Depictions of nudity

- Face of a person who is a victim or witness to a crime or event unless they are arrested suspects over the age of 18 ~~years old~~
- The site of any injury sustained by a victim or witness and the video depiction of the infliction of injury unless it is related to force used by police officers
- The interior of any private residence
- Any depictions of the in-car police computer
- Any license plates of any vehicle not owned by a charged suspect
- Any document that includes identifying characteristics of anyone other than a charged suspect
- Any document that contains a social security number, bank account number, routing number, or credit card number
- Footage of medical procedures, interaction with emergency medical providers or hospital staff, or inside a medical office or hospital
- Depictions of deceased persons
- Any officer whose identity, by their assignment, where the release of their image would place them in danger of being identified
- Depictions of confidential informants or confidential investigative techniques
- Video of a police officer's private vehicle, home, or family member
- Oral statement of a victim of a sexual assault, child abuse, or domestic violence
- Conversations with any person and their clergy
- Conversations between an attorney and their client
- Telephone conversations where the recording officer is not a participant
- Any non-business related, private telephone conversation of the recording officer

The exemptions to the Public Records Act will be narrowly construed in the favor of disclosure. Employees may seek a legal review prior to determining whether or not an exception applies. In addition, it is the policy of the Township to protect, to the extent legally possible, the privacy rights of citizens and visitors of the Township that may be captured on a body camera. To the extent possible, Colerain Township will provide the maximum amount of access to video records while protecting the legitimate privacy and safety concerns of the citizens. The minimum amount of redaction will be used in instances requiring that redaction.

COSTS

Those seeking public records will be charged only the actual cost of making copies incurred by Colerain Township in the process of fulfilling a specific public records request. Employee time should not be calculated into the charge for copying a public record. However, in the event that circumstances make it reasonable for this office to hire an outside contractor to make copies of requested records or to redact portions of the records, the requester will be charged the actual cost paid to the outside contractor for the copying and redacting service (R.C. 149.43(F)(2)(a)). An invoice outlining the actual costs incurred for

each item shall be prepared for the requester. Colerain Township staff shall issue a receipt of payment for the requested public records to the requester. Requested records will not be released until such time that payment is received for such request in full from the requester.

The below is a list of current charges for copies of records:

- \$0.10 per page for 8.5"x11" paper copies
- \$0.10 per page for 8.5"x14" paper copies
- \$0.15 per page for 11"x17" paper copies
- \$10.00 per sheet for oversized plans, prints, or other documents
- \$2.00 per disc for downloaded computer files placed on a compact disc
- \$5.00 per disc for DVD recordings of public meetings
- \$2.00 per disc for the audio recordings of public meetings

In addition, the Township will invoice the actual costs incurred for any outsourced plans, prints, other documents, and/or redaction services. Requesters may ask that documents be mailed to them or delivered to them via courier service. Requesters shall be charged the actual cost of the postage and mailing supplies, or the actual cost of effecting delivery via the designated courier service.

There shall be no charge for documents e-mailed to the requester or for files transferred to a requester via "FTP" site (file transfer protocol).

REMEDIES FOR FAILURE TO COMPLY

Any employee of Colerain Township, including the designated Records Custodian for each Colerain Township agency, who willfully fails to fulfill a Public Records request by failing to adhere to this policy may be subject to disciplinary action as established within the Colerain Township Personnel Policy.

4.2 COLERAIN TOWNSHIP ~~DRONE~~-AERIAL APPARATUS POLICY

PURPOSE

Pursuant to Ohio Revised Code 511.32, no person shall use or operate any radio-controlled or other remotely-controlled aircraft, including drones and other unmanned aerial vehicles, or any other similar device in any park or facility without specific written permission from the local jurisdiction. In Colerain Township, registered drones and other unmanned aerial apparatus may only be operated at Dravo Park and Heritage Park after obtaining the proper registration.

Registration to operate drones and other unmanned aerial vehicles may be granted in accordance with this policy. ~~Drones and other unmanned aerial vehicles~~ and are otherwise are prohibited without prior registration. Unmanned aerial apparatus includes remote airplanes, flying machines, balloons, gliders, rockets, unmanned aerial vehicle ('drone'), or other manned aerial apparatus such as hot air balloons, paramotors, etc.

REGISTRATION GUIDELINES

To successfully register ~~a drone~~ an aerial apparatus, a person must:

1. Complete the Township registration application including indemnification agreement.
2. Register the ~~drone or other unmanned aerial vehicle~~ the apparatus with the Federal Aviation Administration (FAA) when applicable.
3. Display all appropriate registration numbers on the craft.
4. Applicant must provide proof of liability insurance to cover personal liability, medical, damages in case of an incident. Insurance can be acquired through the Academy of Model Aeronautics (AMA).

~~Drone~~-Aerial apparatus registration applications are located at the Colerain Township Administration Building. There is no fee associated with a drone registration.

ENFORCEMENT

1. Signs indicating "Drones & Unmanned Aerial Vehicles Prohibited" will be placed in Township parks and properties (except for Dravo Park and Heritage Park). ~~Drones~~-Aerial apparatus are not permitted to be flown outside of designated areas.

2. Signs indicating “Drones & Unmanned Aerial Vehicles Permitted” will be placed in Dravo and Heritage Park with the statement “Registration Required.”
3. ~~Drones and other unmanned aerial vehicles~~Aerial apparatus may not be flown within 50 yards of playgrounds and picnic shelters.
4. All ~~drones and small unmanned aircraft~~aerial apparatus must be registered with the FAA prior to use ~~at a Colerain Township park, when applicable.~~
5. ~~Drones and similar devices~~Aerial apparatus should not be used in a manner that violates any law and should not be operated in a manner to disrupt or disturb other visitors of Dravo or Heritage Park.
6. Unregistered ~~drones and other unmanned aerial vehicles~~aerial apparatus will be subject to citations and penalties in accordance with Ohio law. Failure to abide by and adhere to ~~drone~~ rules and regulations may result in the revocation of an individual’s registration.

Individuals are also encouraged to familiarize themselves with the “Know Before you Fly” education campaign. This campaign is intended to educate prospective users about the safe and responsible operation of unmanned aircraft systems (UAS). The campaign can be found online at:

<http://knowbeforeyoufly.org/for-recreational-users/>.

4.11 COLERAIN TOWNSHIP

USE OF GENERATIVE ARTIFICIAL INTELLIGENCE SOFTWARE

PURPOSE

This policy outlines guidelines for the use of Generative Artificial Intelligence (AI) software within Colerain Township to ensure transparency, accountability, and the protection of personal information. Please note, this policy is not intended to cover all potential uses of AI as technology changes and emerges over time. As such, employees that utilize AI in the workplace should be aware of any changes in law that may affect their use of AI.

POLICY

1. **Decision-Making Prohibition:** Generative AI tools within Colerain Township shall not be used to make decisions that significantly affect individuals or groups. These tools may be used for research, drafting documents, or generating content, but final decisions must be made by human staff members. Generative AI outputs might be factually inaccurate, and Colerain Township might be exposed to liability if employees rely on those outputs without properly reviewing them. Because of this, it is important to recognize that generative AI may produce decisions that are biased, discriminatory, or otherwise inconsistent with our policies, or that are otherwise in violation of applicable law. All outputs from a Generative AI platform shall be review for accuracy and for bias before the information is included in a final product or is used as an aid in a decision-making process.
2. **Disclosure of AI-Generated Documents:** Whenever documents or content generated by AI are used, modified, or finalized by human staff members, the use of AI must be disclosed. This disclosure includes specifying which parts of the document were initially drafted by AI and detailing the subsequent human edits or modifications.
3. **Protection of Personal Information:** The use or entry of personal information into Generative AI tools is strictly prohibited unless explicit consent is obtained from the individuals concerned or it is necessary for a legally justified purpose. Personal information includes but is not limited to names, addresses, identification numbers, financial data, health records, and any other data that could directly or indirectly identify an individual.
4. **Data Security and Compliance:** All data used by Generative AI tools must be stored securely and in compliance with applicable laws and regulations regarding data protection and privacy.
5. **Monitoring and Compliance:** Compliance with this policy shall be monitored by the Township's Information Technology Director. Regular audits and reviews of AI usage and applications shall be conducted to ensure adherence to these guidelines.
6. **Training and Awareness:** All employees who use or manage Generative AI tools shall receive adequate training on the ethical use of AI, data privacy, and the requirements of this policy. Awareness campaigns

and ongoing education about AI technologies and their implications shall be conducted to ensure informed and responsible use.

7. Accountability: Accountability for compliance with this policy rests with all employees who utilize Generative AI tools, as well as with Department Directors and supervisors who oversee AI projects within their respective areas.

8. Enforcement: Violations of this policy may result in disciplinary action, up to and including termination of employment, depending on the severity and repetition of the offense. Suspected violations should be promptly reported to the employee's immediate supervisor.

CONCLUSION

By adhering to this Generative AI policy, Colerain Township reaffirms its commitment to ethical AI practices, transparency in decision-making, and the protection of individual privacy rights. This policy aims to foster trust and accountability in the use of AI technologies for the benefit of our community and stakeholders.



New logo

5.3-2 COLERAIN TOWNSHIP PARK RENTAL POLICY (merge with policy 5.21)

PURPOSE

Colerain Township operates several different parks located throughout the community. Each park is unique and may contain some combination of shelters, ball fields, and other distinct items/characteristics. While these areas are typically available to the public on a first-come, first-serve basis, individuals do have the ability to rent and reserve various facilities for exclusive, or formal, use (limiting public use for any formal event). The following policy outlines the parameters by which park facilities can be rented and the expectations for any renter (referred to as "User"). Each User will have to enter into an agreement with the Township prior reservation of any public space or Township property.

DEFINITIONS

Informal Uses

Informal Uses of Park Property shall mean activities that are a traditional way of visiting a park (and do not require an Event Permit). Typical informal activities:

- Have a smaller number of people (generally under 50 people).
- Occur for a limited time (generally less than 2 hours).
- Only utilize minimal items (a blanket, book, football, etc.) and not a formal set-up process.
- Can use any location in the park that is not already in use by someone else, on a first-come first-serve basis.
- Is not disruptive to other park visitors.

Formal Uses

Formal Uses of Park Property shall mean activities that are an untraditional way of visiting a park and requires either an Event Permit or Rental Agreement depending on the use of the park. Examples include: concert, car show, runs/rides/walks, fundraiser, sports league contests, festival, or any type of "special event". Typical formal activities that require an Event Permit:

- Disrupt informal visitors by displacing or preventing them from using public spaces.
- Include amplified sound or a public announcement system.
- Require equipment brought to the park (tent, staging, portable restrooms, etc.).
- Are publicly advertised and may require registration / payment to participate whether from a vendor and/or visitor standpoint.
- Involve a large number of people (generally over 50).

Typical formal activities that require a Rental Agreement:

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- Disrupt informal visitors by displacing or preventing them from using public spaces.
- Include an organized gathering of individuals from the same organization (such as a day care, church, family, sports team, etc.). Example of this type of gathering include, but are not limited to, field trip, birthday party, sporting contest, social activities, etc.
- Involve a large number of people (generally over 50).

Hosted Event

A hosted event is defined as a formal use of public parks for events that directly impacts public park space, park patrons and facilities beyond the regular day passive activities that come naturally with general park usage but are not organized by the Township. The Township may derive some benefit from holding the event on Township property, however the organization (and not the Township) is primarily responsible for determining the content, agenda, logistical arrangements, and all cost for the event.

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RENTALSPOLICY

Colerain Township parks are public assets owned by the Board of Township Trustees. As such, the Board of Trustees allows for the rental of various aspects of each park for a set fee. Anyone who wishes to rent these spaces on a one-time or recurring basis shall enter into an agreement with the Board of Trustees for use of the space. No park space will be reserved until a Rental Agreement or Event Permit is executed.

Rental Agreements

Rental agreements must be coordinated through the Department of Public Services and requires advance payment according to the Fee Schedule. Fees are established by the Colerain Township Board of Trustees and are subject to change at the discretion of the Board of Trustees. A copy of the fee schedule can be obtained by contacting the Public Services Department. The Township maintains a separate fee schedule for event use, frequency (single day event, full season, etc.), and reservation type (field, shelter, etc.). Users are subject to additional fees for failure to abide by the tenants of the Rental Agreement, for additional hours of use, or failure to properly maintain or damage to parks and park facilities. The Township also has a separate rate schedule for Township residents and non-residents.

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Event Permits

Due to the magnitude and impact that formal activities have on a public park in relation to parking, restroom facilities, availability of electric and water, etc., event organizers are required to file a COMPLETED Event Permit with Colerain Township at least 90 (ninety)-days in advance of the proposed event date and include a \$100 non-refundable processing fee. This fee will not be returned for any reason, even if the application is denied. Incomplete applications will result in the event being denied and no refund will be provided.

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Estimated fees will be provided after a complete Event Permit application is submitted and reviewed by staff. Estimated fees will be determined in relation to the impact the event places on public services including Police, Emergency Services, Public Service, and/or Facilities Maintenance staff coverage that may be required for your event. Assigning the need for these services is at the sole discretion of the Township staff and can range from \$2,500 to \$60,000 per day if the application is approved.

Fees and event approval are determined by the following, amongst other considerations, in regard to:

- General Event Type: Whether the event is public, private, commercial, promotional, informational, etc.
- Event Focus: Whether it is a music event, charitable run/walk, athletic competition, fitness focused, cultural, food/beverage centric, etc.
- Timing: Targeted dates and flexibility of applicant's date choices compared to the parks availability and operational standards (i.e. parks close at dusk).
- Facility Impact: Amount of space needed to accommodate the event and anticipated amount of wear the event will have on the parks infrastructure and amenities.
- Township Services Impact: Amount of Township services necessary to support the event.
- Public Impact: How the event will disrupt or enhance usage of the public park.
- Length of Time: Amount of time that is needed from load-in/set-up to load-out/clean-up.
- Connection to Vision: Correlation to the Township's vision regarding the operations of the parks and the community it serves.

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If approved, the Event Permit holder will be notified with the awarding of the approved application and what the expense will be after a formal review of the application. If additional Township services are required, additional fees for each service will be added. The Township reserves the right to solely determine the needs that will be required for any application including the number of portable toilets, trash receptacles, staffing requirements, etc. ***The acceptance of an application does not mean that your Event Permit has been approved. A formal contract will be signed and payment must be provided in full to secure the Event Permit.***

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The full Rental Fee shall be paid upon execution of the Rental Agreement and/or Event Permit. The Board of Trustees shall have the authority to waive or modify any fees associated with the use of park facilities.

PROCESS

To apply for a Rental Agreement or an Event Permit, contact the Department of Public Services. All approved agreements are subject to specific application procedures and fees as deemed by Township staff.

As outlined in the agreement, Users will:

1. Abide by all displayed Park rules and requirements;
2. Abide by the agreed upon timeframe for the rental, as there may be other individuals with rentals that immediately follow;
3. If renting a baseball field, please refrain from using the field if the surface is wet;
4. All fields shall not be used if conditions are unsafe or if emergency alert sirens have been sounded;
5. Abide by all Township restrictions on decorations;

- a. ~~For shelters, this means that no staples, duct tape, nails, or adhesives that will leave permanent residue or damage may be used to attach any items to the shelters or picnic tables;~~
- b. ~~This also means that no inflatable play equipment (specifically bounce houses), tents, or pop-up equipment will be permitted;~~
- 6. ~~Follow all Hamilton County Board of Health guidelines for serving food;~~
- 7. ~~Follow all Federal, State, and local regulations regarding the consumption and distribution of alcohol;~~
 - a. ~~This should be limited to reserved shelter areas only, consuming alcohol outside of a shelter area is subject to Ohio Open Container Law;~~
- 8. ~~Not collect admission charges or utilize any moneymaking ventures unless approved by the administrator or designee;~~
- 9. ~~Not use the facility for any commercial ventures, gambling, and engendering racial/religious prejudice or any unlawful activity;~~
- 10. ~~Limit any smoking to designated areas;~~
- 11. ~~Abide by all Federal, State, and Township law, including the Township's noise resolution (which prohibits the use of DJ's in the park).~~

FEES

~~Fees are established by the Colerain Township Board of Trustees and are subject to change at the discretion of the Board of Trustees. A copy of the fee schedule can be obtained by contacting the Public Services Department. The Township maintains a separate fee schedule for event use, frequency (single day event, full season, etc.), and reservation type (field, shelter, etc.). Users are subject to additional fees for failure to abide by the tenants of the Rental Agreement, for additional hours of use, or failure to properly maintain or damage to parks and park facilities. The Township also has a separate rate schedule for Township residents and non residents.~~

~~1. The full Rental Fee shall be paid upon execution of the Rental Agreement.~~

~~The Board of Trustees shall have the authority to waive or modify any fees associated with the use of park facilities.~~

CANCELLATIONS

There are several reasons by which a Rental Agreement may be cancelled, as outlined below.

- 1. ~~User may cancel their Rental Agreement by written notice to the Township.~~
 - a. ~~For rental of park shelters, a full refund will be made available to the user if the reservation is cancelled ten (10) days prior to the date of reservation. An individual can expect to receive their refund within six (6) weeks. No refunds will be issued for inclement weather or for reservations that are cancelled less than ten (10) days prior to the reservation date. Applicants may reschedule their reservation date if prior notice is given and the new reservation date must be within the same calendar year.~~
 - b.a. ~~For field rentals, a full refund will be made available to the user if the reservation is cancelled thirty (30) days prior to the start date of season/reservation. An individual can~~

~~expect to receive their refund within six (6) weeks. No refunds will be issued for inclement weather or for reservations that are cancelled less than thirty (30) days prior to the reservation date.~~

~~2. Colerain Township reserves the right to cancel the Rental Agreement upon thirty (30) days written notice to the User.~~

~~a. In the event that Colerain Township finds it necessary to cancel the Rental Agreement, the Rental Deposit or Rental Fee paid by the User for the canceled Rental Period will be refunded to the User, and Colerain Township shall have no further obligation to the User.~~

~~3. Colerain Township reserves the right to cancel User's event before or during the event should the Township determine that the User or his/her guests, invitees, or agents is/are in violation of any provision of the Rental Agreement or is/are in violation of the law. Colerain Township further reserves the right to cancel User's entire reservation or a portion of the reservation before or during the event in instances where the Township determines, in its sole discretion, that the reservation, or the number of participants therein, is dangerous, disruptive, offensive, or damaging to the general welfare or reputation of Colerain Township.~~

~~a. In cases where the reservation is canceled before the event commences, Colerain Township shall refund the Rental Fee, and Colerain Township shall have no further obligation to the User.~~

~~b. In cases where the event is canceled during the event, no refund will be given.~~

~~c. b. If the Rental Agreement is cancelled in the middle of a season, no refund will be given.~~

CLEAN-UP AND MAINTENANCE

~~Users of any park facility will be responsible for general cleaning and maintenance of the rented space. User will be subject to an additional fee for labor costs associated with clean up. At a minimum Users are expected to:~~

- ~~1. Clean all tables and/or chairs~~
- ~~2. Remove all decorations~~
- ~~3. Remove all trash by placing the trash in the various containers near the shelter~~
- ~~4. Keep any communal restrooms in a reasonably clean condition~~

~~In general, the User is responsible for leaving the area in a safe, clean, and orderly condition. The User is liable for failing to clean up the shelter, all damages to plants, trees, park grounds, and park property resulting from the User's use of the park. Failure to clean up shelter and area surrounding may cause the denial of future rentals.~~

~~Specifically, a User shall be responsible for any and all damage, expenses, and losses, including theft and property loss, to any equipment, decoration, property, and/or park facilities, other than normal wear and tear, which occurs during the course of the Rental Period and agrees to reimburse the Township for any such damage, expense, or loss regardless of whether such damage, expense or loss is caused by User, his/her invitees, agents, guests, or vendors.~~

~~The reimbursement for such damage, expense, or loss shall be the billed the cost for repair, plus 10% to repair any damage or replace any lost or stolen property. The vendor, the scope of work necessary, and whether replacement or repair of damaged items is necessary shall be determined by the Township, in its sole discretion.~~

~~To report problems with fields, please contact the Public Services Department Monday thru Friday from 8 AM-4:00 PM. Please report any acts of vandalism or misuse of field/park areas or equipment to the Police Department as soon as possible.~~

SECURITY

~~All parks close at dusk. Certain parks are locked at this time and it is the expectation that all events and individuals will have left the park by dusk. In addition, all restrooms automatically lock at 10 PM and will not open until 6 AM the next morning. No participants from an event may be left behind waiting for their ride home unchaperoned. Doors may not be propped open for any reason.~~

5.21 COLERAIN TOWNSHIP SPECIAL EVENTS POLICY

MERGED WITH POLICY 5.3

PURPOSE

~~Colerain Township is committed to providing clean, well-maintained and safe facilities for the general use of its residents and guests. This policy will ensure equitable access to park facilities while promoting a diverse range of organized activities that are compatible with Colerain Township's mission and responsibilities.~~

~~A special event is any activity, sport, recreational, cultural, seasonal, business or other type of activity, occurring for a limited or fixed duration that impacts Colerain Township through the use of Colerain Township property or by having impact on public space which is not sponsored or co-sponsored by Colerain Township. Any organized, pre-planned event that is projected to cause a gathering of 50 or more people on the park grounds of Colerain Township-owned property of which all or some of the following will occur shall be considered a special event for the purposes of this policy:~~

- ~~1) Amplified sound;~~
- ~~2) Selling of food, merchandise, tickets and/or services;~~
- ~~3) The solicitation of donations;~~
- ~~4) Events open and/or advertised to the public; or~~
- ~~5) Events or activities requiring special setup of stages, tents, tables, barricades, decorations or other items.~~

~~This policy will be used to evaluate the feasibility and issuance of contracts for special events for use of park grounds. This policy is intended to ensure safety and to balance the needs of the general park users, Special Event Organizers (the person requesting special event park use or a person designated by an organization requesting park use), event participants, and the communities/neighborhoods surrounding the parks. Special events submitted to Colerain Township for approval must meet certain criteria to be eligible for consideration, must be compatible with Colerain Township Rules and Regulations, and the proposed event site must be able to accommodate the event without undue conflict with other park customers or compromise the unique features of a park. This policy does not apply if superseded by other contractual arrangements.~~

APPLICATION PROCEDURES

- ~~1) A person or organization proposing to hold an event or activity on public grounds will complete and submit a Special Event Request form that must be received by Colerain Township at least 90 days (3 months) in advance of the proposed event date. In addition to the fees listed in this policy, a non-refundable rush processing fee of \$100 will be assessed for requests received less than 90 days from~~

event. Colerain Township reserves the right to determine the services and/or space required for the event, and may deny the special event request.

- 2) ~~The following items are required as part of the Special Event Request form:~~
 - a) ~~EMS/First Aid Plan;~~
 - b) ~~Event Schedule including set up and teardown/cleanup time;~~
 - c) ~~IRS Determination Letter (required if Non-Profit Organization to receive discount);~~
 - d) ~~Participant/spectator/crowd control plan;~~
 - e) ~~Event/activity marketing plan;~~
 - f) ~~Tentative list of proposed vendors; and~~
 - g) ~~Tentative list of proposed sponsors.~~
- 3) ~~The Event Organizer shall pay the non-refundable Special Event Request Application Fee and rush processing fee (if applicable) at the time of application. Colerain Township will not process the request until the Application Fee and rush processing fee (if applicable) is paid. All fees can be paid at Colerain Township Administrative Office during normal hours of operation.~~
 - a) ~~Non-refundable Special Event Request Application Fee Schedule (per event)~~
 - i) ~~Total number of attendees/spectators:~~
 - (1) ~~500 or less \$50.00~~
 - (2) ~~501 to 1,000 \$100.00~~
 - (3) ~~1,001 to 2,500 \$200.00~~
 - (4) ~~2,501 or more \$300.00~~
- 4) ~~Colerain Township Public Services will review permits within fifteen (15) business days. This review will involve a check for date/time conflicts and basic compatibility with Colerain Township Rules and Regulations. If approved, Colerain Township will place a calendar hold for the location, date(s) and time(s) the special event use is requested.~~
- 5) ~~The Event Organizer shall obtain a Certificate of Liability Insurance that specifically names Colerain Township as an Additional Insured. The certificate must be sent to Colerain Township within 30 days of preliminary approval. For events with less than 500 attendees the event organizer must provide General Liability coverage of at least \$1,000,000 per occurrence (at least \$1,000,000 of comprehensive general liability insurance per occurrence or any combination of a comprehensive general liability and an umbrella policy totaling \$1,000,000 per occurrence). For events with 500 or more expected attendees, the event organizer is required to provide at least \$2,000,000 per occurrence (at least \$2,000,000 of comprehensive general liability insurance per occurrence or any combination of a comprehensive general liability and an umbrella policy totaling \$2,000,000 per occurrence). Colerain Township reserves the right to require additional insurance for high risk activities or for activities for which Colerain Township' own liability insurance coverage does not apply. The Special Event contract will not be finalized by Colerain Township until the insurance certificate is received and approved.~~
- 6) ~~A pre-event planning meeting will be held within 60 days of the event to clarify any issues and tour the facility where the event is proposed to be held. Throughout the approval process and~~

~~completion of the event, the Event Organizer shall communicate any additions, changes, etc. to the original plan submitted to Colerain Township immediately so that necessary modifications and arrangements can be considered, approved and accommodated. The Event Layout Plan will be finalized at this meeting.~~

- ~~7) No person shall solicit donations, sell or solicit for sale any article, privilege or service within the Park unless they are properly licensed and possess a special permit issued by Colerain Township for such purposes. At least 30 days prior to the event, the organizer is required to provide a list of all proposed licensed parties & vendors and must provide a list of all items, goods or services that will be sold or solicited within the Park.~~
- ~~8) Barring circumstances beyond the control of the Township, Colerain Township staff shall submit a contract to the Event Organizer no later than 30 days prior to event. The Event Organizer shall execute and return the contract to Colerain Township within five (5) business days of receipt of the contract. The Event Organizer shall ensure that the contract requirements are fulfilled and submitted to Colerain Township by the deadline dates specified in the contract, or the event may be cancelled at the sole discretion of Colerain Township. The final signed contract shall be sent to the organizer no later than ten (10) business days prior to the event.~~
- ~~9) A signed Participant Waiver of Responsibility may be required for event or participants of the events. This will be noted in the Special Event contract if required. When required, the Event Organizer shall keep signed copies on file and be able to produce said copies for Colerain Township upon request.~~
- ~~10) All matters related to public safety and/or event security are regulated by the Colerain Township Police Department. Such matters may include, but are not limited to, event activities, event entry & exit requirements, vehicular and pedestrian traffic routes and patterns, parking plans, event security activities, law enforcement and medical services, and hazard mitigation. If the event requires assignment of Police personnel via an off-duty detail, the event organizers will be responsible for all associated costs.~~
- ~~11) Placement of non-Colerain Township signage is regulated by Public Services and is allowed up to 24 hours prior to the event. Placement of event-related signs shall be at locations which do not cause a safety hazard, do not interfere with features or unduly impact enjoyment of park facilities reserved and/or rented to other park visitors. Colerain Township assumes no responsibility should such signs become lost, stolen or damaged while posted in the parks.~~
- ~~12) It is the responsibility of the Event Organizer that all persons in attendance at any event or activity under their control shall comply with Colerain Township Rules and Regulations and Special Event Contract provisions at all times. The Event Organizer will also be responsible for securing and complying with all other outside agency permitting requirements, rules, and regulations.~~
- ~~13) Colerain Township reserves the right to deny Special Event Requests, which conflict with other prescheduled events or activities, or from an organization or person which/who in the past, failed to~~

~~follow event contract provisions, knowingly submitted incomplete or inaccurate information, failed to provide Colerain Township with timely information regarding changes to an event, scheduled event activities or the number of expected attendees, caused Colerain Township or other park users reasonably preventable damages or loss, and/or failed in the sole judgment of Colerain Township to operate the event in a professional and organized fashion. If after preliminary review, the proposed Special Event is denied or special conditions of use will be required, the Event Organizer will be notified. Colerain Township also reserves the right to cancel review of a proposed Special Event if the Event Organizer does not submit accurate, complete or timely information, remit fees or provide documents all as required in this policy.~~

SPECIAL EVENT FEES

~~1) If the Special Event is for a non-profit organization, special discounts apply. The IRS determination letter must be submitted to Colerain Township along with the Special Event Request form in order to receive these non-profit discounts.~~

~~2) Facility, building or room rental reservations are separate from the Special Event contract and require a separate Lease Agreement that must be signed, returned and paid for according to the Colerain Township policies stated in said Lease Agreement and/or standing Colerain Township Facility rental policies.~~

~~3) Park Grounds Rental Fees listed in the chart below will be invoiced directly to the Event Organizer. All Park Grounds Rental fees are required to be paid at least 30 days in advance of the event.~~

~~a) Basic Park Grounds Rental Fees for Outside Events and Activities~~

-	Length of Event	For-Profit Users	Non-Profit Users
Weekday	2-4 hours	100	50
	4-8 hours	200	100
	8+ hours	250	125
Weekend & Holidays	2-4 hours	250	125
	4-8 hours	500	250
	8+ hours	700	350

~~4) Colerain Township reserves the right to solely determine if and how many additional portable toilets and trash receptacles for sanitation purposes are necessary, based on the expected attendance, length, location and type of activity. Colerain Township will coordinate and ensure that the required portable toilets and trash receptacles are present at the event. This expense will be the responsibility of the Event Organizer.~~

~~5) For public safety purposes, Colerain Township may require that Ohio-certified Peace Officers are assigned to all but the smallest special events. The number of Peace Officers required at each event~~

is determined by Colerain Township based on the expected attendance, length, location and type of activity. The Colerain Township Police Department will coordinate and ensure that the required Peace Officers are present at the event. Fees for these services are in addition to the Event Fee and are payable directly to the assigned officer. There is a 3-hour minimum for each Peace Officer unless prior approval is received. Peace Officers work in an off-duty status for the Event Organizer, but remain under the control and direction of the Police Department.—

- 6) Fees for Peace Officers will be due before the event and will be invoiced by the scheduling supervisor at the Police Department. Payment shall be made directly to the individual Officer(s) and shall not be made to Colerain Township. Invoices must be paid before the event. Colerain Township will cancel events for failure to pay these invoices prior to the event.—

CANCELLATIONS

- 1) Colerain Township reserves the right to cancel any event and retain any deposits and fees paid if the renter knowingly makes a false statement of material fact, has knowingly omitted to state a material fact in the rental application, submits incomplete or inaccurate information, fails to submit information in a timely manner, or fails to comply with the Special Event Contract and/or Lease Agreement to meet the fulfillment of their requirements.—
- 2) Colerain Township also reserves the right to recover damages/losses from those who have intentionally misled or failed to inform Colerain Township in a timely manner of changes in schedules, activities or in expected number of attendees which leads to damages or loss on the part of Colerain Township and/or other park users.—
- 3) Cancellation of a Special Event by an Event Organizer is subject to the following conditions:
 - a) All cancellations/requests for refund must be made in writing.—
 - b) Cancellation with more than 90 days advanced notice of the scheduled date of the event, Colerain Township will refund any fees paid, minus the Application Fee.—
 - c) Cancellation with more than 30 days and less than 90 days advance notice of the scheduled date of the event, Colerain Township will refund any fees paid minus a 20% processing fee and minus the Application Fee.—
 - d) Cancellation with less than 30 days advanced notice of the scheduled event, no refund or credit will be granted.—
 - e) Upon request and approval funds eligible for return under this policy may be credited toward a future event or fee.—

5.24 COLERAIN TOWNSHIP TREE POLICY

PURPOSE

Colerain Township knows that trees benefit its citizens in many ways, like providing beauty and shade that creates a healthy and attractive environment for residents. Trees in our community cool the air, reduce noise levels and glare, provide screening and many other benefits that contribute to a higher quality of life in the Township.

Science has proven the ability of trees to control stormwater, reduce energy use and costs, and improve air and water quality, thereby providing numerous public health and welfare benefits to the Township. Overall, trees are a unique and valuable physical and psychological counter-balance to the urban setting.

Public trees (along streets, in parks, and on township property) are valuable public infrastructure assets that deserve protection and proper management, and therefore should **only be removed when warranted**. The Township's urban forest should also be expanded so tree benefits are provided equally to all citizens and are maximized so our community is resilient and more sustainable.

Therefore, Colerain Township finds that the interests of the public health, safety, and welfare of its citizens require the Township to:

- establish standards limiting the destruction of and ensuring the survival of public trees in the Township, and,
- when appropriate and feasible, to replace trees to enhance the community and the quality of life of its citizens;

Toward those ends, and for the benefit of all of the citizens of Colerain Township, it is intended that this policy will, within the limits of staff and funding resources, prohibit the unnecessary removal of Township trees and to provide for the reasonable replanting of trees to preserve and expand the many benefits of a healthy sustainable urban tree canopy cover.

This tree removal and planting policy was developed to:

- a. Recognize the ecological, economic, and social values provided by trees and tree canopy in the Township;
- b. Explain and expedite the inspection and approval process for valid tree removal requests;
- c. Describe tree planting conditions and standards; and
- d. Provide consistent implementation of the Department's policy within its duties and authority.

CONDITIONS FOR TREE REMOVAL

The Public Services Department shall have the authority to remove trees in the public rights-of-way managed by the Township and on other Township property, or issue permits for others to remove trees, based on the following conditions:

- **Hazardous Trees.** Trees that are determined by Township staff and/or a Certified Arborist to be a hazard by virtue of conditions including, but not limited to, significant/frequent limb breakage, a majority of decayed, dead, or damaged foliage, branches, trunk or roots, and the distinct danger of a tree or tree part falling with a high potential to hit a target (person, structure, vehicle, utility, other valuable landscape feature) shall be removed.
- **Dead and Dying Trees.** Street and park trees that are dead or have been determined by the Public Services Department and/or a Certified Arborist to be in a state of severe decline, shall be removed.
- **Diseased/Insect Infected Trees.** Public trees that have a disease or are infested with an insect that is known or declared to be an imminent threat to other trees in the Township and the region shall be removed.
- **Emergency Removals.** Healthy trees may be removed if an emergency situation exists and tree removal is the only option to address the issue, such as in the case of a broken water or sewer line.
- **Unsafe Condition Removals.** If it is determined by the Public Service Department that a tree is causing a serious visibility hazard, such as creating a “trip” hazard to a sidewalk, blocking a traffic light or sign, or visibility of on-coming traffic, then it shall be removed. Removal is only warranted when proper pruning will not correct the issue for a reasonable length of time, as determined by the Public Services Director.
- **Other Removals.** Other situations where public tree removal is warranted may include the following. The tree removal may be performed by the Township, or by an approved permit applicant, depending upon the situation.
 - **Hardscape Damage.** If sidewalk, curb, road, driveway, or other hardscape features cannot be repaired without severe root pruning/damage, then a healthy tree can be considered for removal by the Township.
 - **Structural Damage.** If a tree is causing structural damage, as evidenced and attested to by a qualified engineering professional, to a building, wall, or other structure, and the condition cannot be reasonably remedied without removal, then a healthy tree can be considered for removal by the Township.
 - **Township Projects.** If a tree is in conflict with and needs to be removed to accommodate the construction of a public improvement, or to achieve a goal of the Township, then it will be permitted.
 - **Invasive/Undesirable Species.** While the Township will not remove a healthy, structurally sound tree of any species, abutting owners may apply for a permit to remove known invasive and undesirable tree species, if the applicant also replants a tree of an approved species on the right-of-way.

Reasons that are not valid for removal. A Township tree may only be removed for one or more of the above stated criteria. The Township will not use its resources to remove a healthy tree due to blocking views, falling leaves or twigs, roots in utility pipes, or other non-safety related issues. The Township will also not remove any trees that are on private property.

TREE REMOVAL PROCESS

Any resident of Colerain Township may request a tree be removed by using the Application for Tree Removal. Public Services staff, or their agent, will inspect the tree to determine which, if any, of the removal criteria is met by the current condition of the tree. After the inspection the resident will be informed of the decision. Unless there is an imminent emergency, an approved tree removal will be performed by the Township, or their contractor, on a priority basis dependent upon the number and nature of other tree removal requests and Township resources. During the removal process, tree stumps will be cut low, but will not be removed entirely unless special circumstances require it.

Any resident, or their tree service contractor, may apply for a permit to have a tree or stump removed at their own expense if the previously described removal criteria are met. The Township will issue a permit at no cost for a valid removal reason. Allowances may be made to remove healthy trees in certain situations if the tree is replaced by the applicant. An example of those situations is if the tree is an invasive or nuisance species such as a female ginkgo, callery pear, Siberian elm, or other species on the Township's undesirable tree list.

When being removed under the permit process, tree removal work may only be performed on Township property by a Certified Arborist or a professional that follows ANSI A300 standards.

TREE PLANTING

The Township has the right to plant trees on Township rights-of-way, parks, and other Township property, and will give abutting property owners notice. Abutting property owners may request that the Township plant a tree, but only when sufficient funds are available for tree planting.

Abutting property owners may plant a tree on the right-of-way, but only with an approved permit which will be issued at no cost. The Township maintains a list of desirable species that can be planted on streets depending upon growing space size and characteristics.

Anyone planting a tree on Township property must agree to maintain the tree (watering, mulching, and minor pruning for sidewalk and street clearance) until it reaches maturity.

The Colerain Township Service Department will be responsible for the planting and maintenance of all trees in Township parks. In general, the following guidelines will help determine a uniform approach to maintenance of trees in Township parks and at Township facilities.

1. Planting Balled and Burlap Trees:

- a. If not readily apparent, locate root flare y removing twine, burlap, and excess soil.
- b. Dig tree hole at least two times wider than the tree ball, with sides sloped to an unexcavated or firm base. Dig hole to a depth so the located root flare, at the first order lateral root, will be at finished grade.

- c. Lifting only from the bottom of the root ball, position tree on firm pad so that it is straight and top of the root flare is level with surrounding soil.
- d. Remove all twine from the root ball. if present, remove and discard the entire wire.
- e. Burlap shall be removed entirely from the root ball and discarded.
- f. With clean, sharp pruning tools, prune off any secondary\adventitious, girdling, and potential girdling roots.
- g. Back fill planting hole with existing soil, and thoroughly water.
- h. Mulch the entire planting surface with composted bark applied no less than two inches (2) deep and no more than three (3) adjacent to the tree trunk free of mulch.

2. Planting Bare Root Trees:

- a. Dig tree hole at least two times wider than the tree ball with sloping slides. Dig hole to a depth so the located root flare, at the first order lateral root, will be at finished grade.
- b. Create a firm soil mound at the bottom of the planting hole.
- c. Spread roots over soil mound so that root flare is at finished grade and the tree is straight.
- d. With clean, sharp pruning tools, prune off any secondary/adventitious, girdling, and potential girdling roots.
- e. Backfill planting hole with existing un amended soil and thoroughly water.

Mulch the entire planting surface with composted bark applied no less than two inches deep and no more than three inches deep, leaving three inches adjacent to the tree trunk free of mulch

REQUEST AND PERMIT PROCESSES FOR TOWNSHIP TREE REMOVALS, PRUNING, PLANTING OR TREATMENT

Any right-of-way tree removal requires an approved permit from the Township. Exemptions from this requirement are made only for Township staff and contractors, controlling utility companies, and in emergencies.

Any property owner may request a public tree removal to be performed by the Township by contacting the Public Services Department and, upon inspection and approval by Township staff, complete and sign the Township's Tree Removal Permit. The Township will then perform the removal in a timeframe dependent upon the priority of other removal requests and available resources.

Any property owner may have a street tree removed only if it meets the required criteria and after contacting the Public Services Department and completing an Application for Tree Removal. Staff will inspect the tree, and if the removal reason meets the criteria, then a permit will be issued.

DONATED TREES AND SHRUBS

Every effort is made to accept donated trees and shrubs and to plant them in approved green spaces. If an individual wishes to donate a substantive number of trees, the Township will attempt to located a particular neighborhood that can directly benefit from a tree canopy. The Township will work with the home owners to ensure they are educated on how to maintain the newly planted tree and will consider

attaching or affixing a water bag to the tree to aide in the growth of the tree. All donations will follow ORC, which may include approval and acceptance by the Board of Trustees of Colerain Township

FINES AND PENALTIES

Because the Township recognizes that trees are critical to a healthy community, and that trees provide a significant amount of public health and welfare services to the community, failure to adhere to the Township's regulations will carry fines that reflect the value of the tree to the community. Per the Tree Resolution and other relevant Township policies, violations of this policy may be subject to fines and penalties. They include:

- Failure to obtain a permit - \$100
- Violation of permit conditions - \$100 + cost of correction (pruning, arboricultural treatment, removal, stump grinding, replacement planting, etc.)
- Compensatory payment for the value of the tree - \$100 per inch of diameter
- Triple damages of any of the above if the violation is proven to be an act of malice, trespassing, or other illegal activity.

STANDARDS

This policy and all activities referenced in it will follow the standards and best practices prescribed by the following:

- American National Standards Institute (ANSI) A300 Standards for tree care
- International Society of Arboriculture - Best Management Practices
- American Public Works Association - Urban Forestry Best Management Practices
- Desirable/Undesirable Tree Species list (maintained by the Public Services Department) and based on the Ohio Invasive Plant Council current recommendations
- Provisions of the Township Tree ~~Ordinance~~Resolution

5.27 COLERAIN TOWNSHIP TREE TRANSPLANT POLICY

MERGED WITH POLICY 5.24

PURPOSE

Trees are a vital part of any community and they provide numerous health and visual benefits.

PROCEDURES

The Colerain Township Service Department will be responsible for the planting and maintenance of all trees in Township parks. In general, the following guidelines will help determine a uniform approach to maintenance of trees in Township parks and at Township facilities.

1. ~~Planting Balled and Burlap Trees:~~

- ~~a. If not readily apparent, locate root flare y removing twine, burlap, and excess soil.~~
- ~~b. Dig tree hole at least two times wider than the tree ball, with sides sloped to an unexcavated or firm base. Dig hole to a depth so the located root flare, at the first order lateral root, will be at finished grade.~~
- ~~c. Lifting only from the bottom of the root ball, position tree on firm pad so that it is straight and top of the root flare is level with surrounding soil.~~
- ~~d. Remove all twine from the root ball. if present, remove and discard the entire wire.~~
- ~~e. Burlap shall be removed entirely from the root ball and discarded.~~
- ~~f. With clean, sharp pruning tools, prune off any secondary\adventitious, girdling, and potential girdling roots.~~
- ~~g. Back fill planting hole with existing soil, and thoroughly water.~~
- ~~h. Mulch the entire planting surface with composted bark applied no less than two inches (2) deep and no more than three (3) adjacent to the tree trunk free of mulch.~~

2. ~~Planting Bare Root Trees:~~

- ~~a. Dig tree hole at least two times wider than the tree ball with sloping slides. Dig hole to a depth so the located root flare, at the first order lateral root, will be at finished grade.~~
- ~~b. Create a firm soil mound at the bottom of the planting hole.~~
- ~~c. Spread roots over soil mound so that root flare is at finished grade and the tree is straight.~~
- ~~d. With clean, sharp pruning tolls, prune off any secondary/adventitious, girdling, and potential girdling roots.~~
- ~~e. Backfill planting hole with existing un-amended soil and thoroughly water.~~
- ~~f.a. Mulch the entire planting surface with composted bark applied no less than two inches deep and no more than three inches deep, leaving three inches adjacent to the tree trunk free of mulch.~~

DONATED TREES AND SHRUBS

Every effort is made to accept donated trees and shrubs and to plant them in approved green spaces. If an individual wishes to donate a substantive number of trees, the Township will attempt to locate a particular neighborhood that can directly benefit from a tree canopy. The Township will work with the home owners to ensure they are educated on how to maintain the newly planted tree and will consider attaching or affixing a water bag to the tree to aid in the growth of the tree. All donations will follow ORC, which may include approval and acceptance by the Board of Trustees of Colerain Township.

ADMINISTRATION

Department: Administration

Department Director: Matt Wahlert

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services
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

Discussion - SORTA/Metro

No action is requested of the Board.

Rationale:

Trustee Matt Wahlert has requested that the Board have an opportunity to discuss SORTA/Metro and impacts on Colerain Township.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Donation Acceptance - Police Department - The Matt Haverkamp Foundation - \$19,750
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for a \$19,750 donation from The Matt Haverkamp Foundation.

The Matt Haverkamp Foundation has approved funding for the replacement of K9 Tao with a trained dual-purpose narcotics detection K9 and handler training for Officer Brian Huntington.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Duke Energy - Gas Installation at 26 - \$0
Recommend approval of all consent items.

Rationale:
This contract will provide for gas main installation to the new station 26. There is no cost associated with this contract.



COMMERCIAL SERVICE AGREEMENT

Duke Energy Ohio, Inc.

Revised: August 2023

Opportunity ID		Service Work Order #	52361878	Business Partner #	1110699353
Service Address (include Suite/Unit #)	8282 CLARA AVE	City	CINCINNATI	Installation #	7010906198
Service Need Date	11/8/2024	State	OH	Premise #	5209141021
Operation Center	MONFORT	Zip Code	45239	Service Location	

Duke Energy Ohio, Inc. (hereafter referred to as "Duke Energy") and COLERAIN TOWNSHIP (or its authorized agent) (hereafter referred to as "Customer") hereby agree as follows:

- Duke Energy agrees to install natural gas pipelines and/or related facilities (the "Facilities") necessary for Customer to receive service (the "Work") at 8282 CLARA AVE (the "Property"), subject to verification of existing facilities.
- A reasonable effort will be made to complete this construction on or before the date of 11/8/2024. Customer understands that circumstances beyond the control of Duke Energy such as, without limitations, weather, permits, supplier issues, site conditions, and construction difficulties may result in delays for which the parties agree Duke Energy has no liability. Duke Energy will make a reasonable attempt to notify Customer if the installation cannot be completed by the date above.
- Customer must pay \$[0] toward construction cost of service before Duke Energy is obligated to perform the Work including any procurement of materials or design of the Facilities. This payment is separate and independent of the Non-Compliance Charge described in Paragraph 11 and will be payable by Customer regardless of the applicability of any Non-Compliance Charge. If construction costs are higher than originally estimated at the time this Agreement is executed for any reason, Duke Energy reserves the right to terminate this Agreement with no liability to Customer or negotiate with Customer the difference in cost. Duke Energy will construct the service line to the nearest feasible point of the structure as determined by Duke Energy. Approximate total length of service: [85] feet.
- All natural gas piping and related facilities up to and including the meter remain the property of Duke Energy. Duke Energy reserves the right to perform taps into each service line to provide service to adjacent properties if needed at a future date.
- Piping and related facilities beyond the meter is the property and responsibility of Customer. Customer understands and agrees that it must ensure its piping, related facilities and area used to accommodate Duke Energy's Facilities satisfy all applicable Duke Energy requirements, laws and regulations, building codes, and inspection and testing requirements, if any (the "Customer Obligations"). Duke Energy strongly recommends that Customer utilize a licensed, qualified contractor or technician to perform any necessary or recommended work on its facilities and ensure compliance with the Customer Obligations prior to the date on which Duke Energy intends to commence Work. Customer may call Duke Energy at [513-439-3886] to receive information regarding the applicable Customer Obligations, and/or arrange for completion of required testing. Duke Energy reserves the right to not begin Work or initiate service until the Customer Obligations are met.
- Customer represents and warrants that either (1) Customer owns the Property and grants Duke Energy a right-of-way on the Property for the purposes of installing and servicing the Facilities and performing related activities, including a right of access to the Facilities for Duke Energy's agents, employees, and contractors, or (2) Customer is a lessee of the Property and is responsible for obtaining the Property owner's written consent for the Work using a form provided by Duke Energy upon request.
- Customer agrees to take reasonable and prudent measures to protect the Facilities both during performance of and following completion of the Work. Customer shall notify Duke Energy prior to any concurrent or future construction activity that might encroach upon an area which is within two and one-half (2 ½) feet in any direction of the location of the Facilities (such as building, paving or additions over the Facilities). Such construction activities may necessitate the relocation of the Facilities at Customer's expense in Duke Energy's sole discretion.
- Privately owned underground structures such as, without limitation, septic and fuel tanks, utility lines, drainage facilities, sprinkler systems, underground fencing, etc. cannot normally be located by Duke Energy or its contractors prior to excavation. The location of these facilities must be marked by Customer both on a sketch and in the physical area of the installation. Customer agrees that neither Duke Energy nor its employees, agents, or contractors shall be responsible for any damage or personal injury to Customer or its employees, agents, contractors, or invitees or to their real or personal property resulting from such facilities being unmarked or incorrectly marked.
- Customer understands and agrees that any Work and gas service provided by Duke Energy is subject to Duke Energy's Tariffs and Service Regulations currently on file with the applicable regulatory authorities, to any related orders by the applicable regulatory authorities, to Duke Energy policies and approval processes, and to all other governing laws, rules, and regulations.
- Duke Energy shall have the right to cease work if an area of contamination is discovered and it will be the sole responsibility of Customer to cover any increased costs and comply with all regulatory requirements including but not limited to reporting, investigating, mitigating, and remediating the area of contamination. Customer shall disclose the contaminant(s) to which Duke Energy's employees, agents, or contractors may have been exposed. Customer shall indemnify, defend and hold harmless Duke Energy, its affiliates, successors and assigns and their respective officers, directors, employees, and agents (the "Indemnified Parties") from and against any claims, actions, expenses (including reasonable attorneys' fees), damages, losses, and liabilities (collectively, the "Damages") arising out of any hazardous substance or environmental contaminant or condition preexisting on the Property or introduced to the Property by any party besides Duke Energy.



or its employees, agents or contractors.

11. Duke Energy agrees to perform the Work based on Customer installing and operating the natural gas equipment shown on this Agreement. If there are any changes to the gas meter pressure or gas load information shown below, Customer shall inform Duke Energy promptly. Such changes may result in additional charges and delays in the completion of the Work. Gas usage by the Customer must begin within 6 (six) months of the Work being completed. Should Customer fail to install and operate all of the equipment committed to in this Agreement within such time, and to continue to use such equipment for a minimum term of one (1) year from the date Customer initiates gas service with Duke Energy Ohio, Customer agrees to pay \$[4,544.10] for the Facilities installed pursuant to this Agreement (the "Non-Compliance Charge"). If the Non-Compliance Charge is applicable based on the preceding criteria, then it will be in addition to the amount, if any, Customer paid prior to construction as indicated in Paragraph 3. Prior to the completion of the Work, if Customer informs Duke Energy that it no longer wishes to install and operate the equipment committed to in this Agreement or Customer is in default of its obligations hereunder after being provided a reasonable cure period by Duke Energy, then Duke Energy shall be entitled to cease performance of the Work, terminate this Agreement, and charge Customer the Non-Compliance Charge plus all costs incurred or committed to being incurred by Duke Energy related to performance of the Work in excess of Customer's pre-construction contribution, if any, all in accordance with Duke Energy's Commercial Service Guidelines. Any waiver or extension of Customer's obligations under this Paragraph 11, including reduction to the Non-Compliance Charge or other costs owed by Customer, will be in Duke Energy's sole discretion and must be in writing.
12. Customer shall indemnify, defend and hold harmless the Indemnified Parties from and against any Damages incurred by or asserted against the Indemnified Parties in connection with or related to this Agreement, by reason of the death of or bodily injury to any person, or the destruction of or damage to any property, real or personal, arising out of the acts or omissions of the Customer or its employees, contractors, agents, or invitees, except to the extent caused by the negligence of Duke Energy or its employees, agents or contractors.
13. Customer represents and warrants that it maintains adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or approved program of self-insurance, and any other insurance required by law.
14. This Agreement benefits and is binding upon Customer's heirs, successors, and assigns. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Duke Energy. If the equipment to which Customer has committed under this Agreement is not yet being operated upon the sale of the Property, then Customer agrees to notify Duke Energy of any sale of the Property and to notify any purchaser of the Property about this Agreement. All of Customer's obligations shall survive any sale of the Property unless and until a subsequent purchaser assumes Customer's full obligations under this Agreement in writing in a form reasonably acceptable to Duke Energy.
15. If any provision of this agreement is found to be invalid, illegal or unenforceable in any jurisdiction, for any reason, all other provisions hereof will remain in full force and effect. All terms of this Agreement, that would by their nature, including, without limitation, those providing for indemnification or termination costs shall survive the termination or expiration of the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to conflict of law principles. No amendment to this Agreement will be effective unless in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties concerning the matters covered herein and supersedes all prior or contemporaneous oral or written agreements and/or understandings. Customer warrants and represents that the execution and performance of this Agreement will not cause it to violate any laws, ordinances, covenants, or provisions, of any mortgage, lease, or other agreement binding on it. Electronic signatures and transmission (such as pdf) shall be as effective as if originals, and this Agreement may be signed in counterparts, the sum of which constitutes a single document.



Company/Customer Name: (Name for billing)		Colesain Township		
Customer Email:		JWECKBACH@COLERAIN.ORG		
Billing Address: (if different than Service Address)		4200 Springdale Rd.		
City:	Cincinnati	State:	OH	Zip Code: 45251
Site Contact Name:	Bob Shaw	Site Contact Phone #:		
Site Contact Email:	RSHA@YAHOO.COM			
Customer understands their requirement to have ALL PRIVATE UNDERGROUND UTILITIES marked prior to construction?				
Customer Initials:				
Special notes/instructions?				
SITE SKETCH				
Customer approves riser and meter location?				
Customer Initials:				
Service Footage:	85 FT	Service Pipe Size:	1.25 INCH	
CIAC \$ Amount:	\$0.00	Non-Compliance \$ Amount:	\$4,544.10	
Method of Payment – select one:		☐ eBill (Credit Card Payment) ☒ Other (ACH or Check Payment)		
Company Agent Name: (printed)	Jeff Weckbach	Phone #:	513-385-7500	
Company Agent Signature:		Date:	10/27/24	
Gas Marketing Specialist Name: (printed)	EMMA HAINES	Gas Marketing Specialist Phone #:	513-439-3886	
Gas Marketing Specialist Signature:	Emma Haines	Date:	10/3/2024	

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Duke Energy - Gas Installation at 102 - \$0
Recommend approval of all consent items.

Rationale:
This contract will provide for gas main installation to the new station 102. There is no cost associated with this contract.



COMMERCIAL SERVICE AGREEMENT

Duke Energy Ohio, Inc.

Revised: August 2023

Opportunity ID		Service Work Order #	52367725	Business Partner #	1110699353
Service Address (include Suite/Unit #)	3955 Generation Dr	City	CINCINNATI	Installation #	7010906248
Service Need Date	11/8/2024	State	OH	Premise #	5209141052
Operation Center	MONFORT	Zip Code	45251	Service Location	FACING LEFT OF FIREHOUSE

Duke Energy Ohio, Inc. (hereafter referred to as "Duke Energy") and COLERAIN TOWNSHIP (or its authorized agent) (hereafter referred to as "Customer") hereby agree as follows:

- Duke Energy agrees to install natural gas pipelines and/or related facilities (the "Facilities") necessary for Customer to receive service (the "Work") at 3955 GENERATION DR (the "Property"), subject to verification of existing facilities.
- A reasonable effort will be made to complete this construction on or before the date of 11/8/2024. Customer understands that circumstances beyond the control of Duke Energy such as, without limitations, weather, permits, supplier issues, site conditions, and construction difficulties may result in delays for which the parties agree Duke Energy has no liability. Duke Energy will make a reasonable attempt to notify Customer if the installation cannot be completed by the date above.
- Customer must pay \$[0] toward construction cost of service before Duke Energy is obligated to perform the Work including any procurement of materials or design of the Facilities. This payment is separate and independent of the Non-Compliance Charge described in Paragraph 11 and will be payable by Customer regardless of the applicability of any Non-Compliance Charge. If construction costs are higher than originally estimated at the time this Agreement is executed for any reason, Duke Energy reserves the right to terminate this Agreement with no liability to Customer or negotiate with Customer the difference in cost. Duke Energy will construct the service line to the nearest feasible point of the structure as determined by Duke Energy. Approximate total length of service: 80 feet.
- All natural gas piping and related facilities up to and including the meter remain the property of Duke Energy. Duke Energy reserves the right to perform taps into each service line to provide service to adjacent properties if needed at a future date.
- Piping and related facilities beyond the meter is the property and responsibility of Customer. Customer understands and agrees that it must ensure its piping, related facilities and area used to accommodate Duke Energy's Facilities satisfy all applicable Duke Energy requirements, laws and regulations, building codes, and inspection and testing requirements, if any (the "Customer Obligations"). Duke Energy strongly recommends that Customer utilize a licensed, qualified contractor or technician to perform any necessary or recommended work on its facilities and ensure compliance with the Customer Obligations prior to the date on which Duke Energy intends to commence Work. Customer may call Duke Energy at 513-439-3886 to receive information regarding the applicable Customer Obligations, and/or arrange for completion of required testing. Duke Energy reserves the right to not begin Work or initiate service until the Customer Obligations are met.
- Customer represents and warrants that either (1) Customer owns the Property and grants Duke Energy a right-of-way on the Property for the purposes of installing and servicing the Facilities and performing related activities, including a right of access to the Facilities for Duke Energy's agents, employees, and contractors, or (2) Customer is a lessee of the Property and is responsible for obtaining the Property owner's written consent for the Work using a form provided by Duke Energy upon request.
- Customer agrees to take reasonable and prudent measures to protect the Facilities both during performance of and following completion of the Work. Customer shall notify Duke Energy prior to any concurrent or future construction activity that might encroach upon an area which is within two and one-half (2 ½) feet in any direction of the location of the Facilities (such as building, paving or additions over the Facilities). Such construction activities may necessitate the relocation of the Facilities at Customer's expense in Duke Energy's sole discretion.
- Privately owned underground structures such as, without limitation, septic and fuel tanks, utility lines, drainage facilities, sprinkler systems, underground fencing, etc. cannot normally be located by Duke Energy or its contractors prior to excavation. The location of these facilities must be marked by Customer both on a sketch and in the physical area of the installation. Customer agrees that neither Duke Energy nor its employees, agents, or contractors shall be responsible for any damage or personal injury to Customer or its employees, agents, contractors, or invitees or to their real or personal property resulting from such facilities being unmarked or incorrectly marked.
- Customer understands and agrees that any Work and gas service provided by Duke Energy is subject to Duke Energy's Tariffs and Service Regulations currently on file with the applicable regulatory authorities, to any related orders by the applicable regulatory authorities, to Duke Energy policies and approval processes, and to all other governing laws, rules, and regulations.
- Duke Energy shall have the right to cease work if an area of contamination is discovered and it will be the sole responsibility of Customer to cover any increased costs and comply with all regulatory requirements including but not limited to reporting, investigating, mitigating, and remediating the area of contamination. Customer shall disclose the contaminant(s) to which Duke Energy's employees, agents, or contractors may have been exposed. Customer shall indemnify, defend and hold harmless Duke Energy, its affiliates, successors and assigns and their respective officers, directors, employees, and agents (the "Indemnified Parties") from and against any claims, actions, expenses (including reasonable attorneys' fees), damages, losses, and liabilities (collectively, the "Damages") arising out of any hazardous substance or environmental contaminant or condition preexisting on the Property or introduced to the Property by any party besides Duke Energy.



or its employees, agents or contractors.

11. Duke Energy agrees to perform the Work based on Customer installing and operating the natural gas equipment shown on this Agreement. If there are any changes to the gas meter pressure or gas load information shown below, Customer shall inform Duke Energy promptly. Such changes may result in additional charges and delays in the completion of the Work. Gas usage by the Customer must begin within 6 (six) months of the Work being completed. Should Customer fail to install and operate all of the equipment committed to in this Agreement within such time, and to continue to use such equipment for a minimum term of one (1) year from the date Customer initiates gas service with Duke Energy Ohio, Customer agrees to pay \$[4,276.80] for the Facilities installed pursuant to this Agreement (the "Non-Compliance Charge"). If the Non-Compliance Charge is applicable based on the preceding criteria, then it will be in addition to the amount, if any, Customer paid prior to construction as indicated in Paragraph 3. Prior to the completion of the Work, if Customer informs Duke Energy that it no longer wishes to install and operate the equipment committed to in this Agreement or Customer is in default of its obligations hereunder after being provided a reasonable cure period by Duke Energy, then Duke Energy shall be entitled to cease performance of the Work, terminate this Agreement, and charge Customer the Non-Compliance Charge plus all costs incurred or committed to being incurred by Duke Energy related to performance of the Work in excess of Customer's pre-construction contribution, if any, all in accordance with Duke Energy's Commercial Service Guidelines. Any waiver or extension of Customer's obligations under this Paragraph 11, including reduction to the Non-Compliance Charge or other costs owed by Customer, will be in Duke Energy's sole discretion and must be in writing.
12. Customer shall indemnify, defend and hold harmless the Indemnified Parties from and against any Damages incurred by or asserted against the Indemnified Parties in connection with or related to this Agreement, by reason of the death of or bodily injury to any person, or the destruction of or damage to any property, real or personal, arising out of the acts or omissions of the Customer or its employees, contractors, agents, or invitees, except to the extent caused by the negligence of Duke Energy or its employees, agents or contractors.
13. Customer represents and warrants that it maintains adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or approved program of self-insurance, and any other insurance required by law.
14. This Agreement benefits and is binding upon Customer's heirs, successors, and assigns. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Duke Energy. If the equipment to which Customer has committed under this Agreement is not yet being operated upon the sale of the Property, then Customer agrees to notify Duke Energy of any sale of the Property and to notify any purchaser of the Property about this Agreement. All of Customer's obligations shall survive any sale of the Property unless and until a subsequent purchaser assumes Customer's full obligations under this Agreement in writing in a form reasonably acceptable to Duke Energy.
15. If any provision of this agreement is found to be invalid, illegal or unenforceable in any jurisdiction, for any reason, all other provisions hereof will remain in full force and effect. All terms of this Agreement, that would by their nature, including, without limitation, those providing for indemnification or termination costs shall survive the termination or expiration of the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property is located, without regard to conflict of law principles. No amendment to this Agreement will be effective unless in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties concerning the matters covered herein and supersedes all prior or contemporaneous oral or written agreements and/or understandings. Customer warrants and represents that the execution and performance of this Agreement will not cause it to violate any laws, ordinances, covenants, or provisions, of any mortgage, lease, or other agreement binding on it. Electronic signatures and transmission (such as pdf) shall be as effective as if originals, and this Agreement may be signed in counterparts, the sum of which constitutes a single document.



Company/Customer Name: (Name for billing)	Colerain Township		
Customer Email:	JWECKBACH@COLERAIN.ORG		
Billing Address: (if different than Service Address)	4200 Springdale Road		
City:	Cincinnati	State: OH	Zip Code: 45251
Site Contact Name:	Bob Shaw	Site Contact Phone #:	
Site Contact Email:	RSHAW@YAHOO.COM		
Customer understands their requirement to have ALL PRIVATE UNDERGROUND UTILITIES marked prior to construction?			
Customer Initials:	<i>[Signature]</i>		
Special notes/instructions?			
SITE SKETCH			
Customer approves riser and meter location?			
Customer Initials:	<i>[Signature]</i>		
Service Footage:	80 FT	Service Pipe Size:	1.25 INCH
CIAC \$ Amount:	\$0.00	Non-Compliance \$ Amount:	\$4,276.80
Method of Payment – select one:		☐ eBill (Credit Card Payment) ☒ Other (ACH or Check Payment)	
Company Agent Name: (printed)	Jeff Weckbach	Phone #:	513-385-7500
Company Agent Signature:	<i>[Signature]</i>	Date:	10/27/24
Gas Marketing Specialist Name: (printed)	EMMA HAINES	Gas Marketing Specialist Phone #:	513-439-3886
Gas Marketing Specialist Signature:	Emma Haines	Date:	10/3/2024

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Axon - Free Redaction Software Trial

Recommend approval of all consent items.

Rationale:

The attached agreement is at no cost and provides the Police Department with a trial of the AI redaction software for body cameras.

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Trial Kit(s) identified in this Agreement to the customer listed in the signature block below ("Customer") on loan and free of charge for a trial and evaluation of the Trial Kit by Customer. The Trial Period is for the maximum of 30 Days unless extended by Axon or as noted in the quote.

1. Trial Kit. The Trial Kit will include any Axon hardware or software provided for trial purposes to the Customer.¹ Axon may limit the number of Trial Kits Customer receives. Axon may supply a refurbished Trial Kit. Axon's warranty, limitations and releases for the Trial Kits is applicable and available on Axon's website at www.axon.com/legal. **ALL SERVICES INCLUDING, WITHOUT LIMITATION, CLOUD SERVICES OR SOFTWARE AS A SERVICE ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.**

2. Customer Obligations. Customer agrees to only use the Trial Kit for trial and evaluation purposes and will not: (a) reproduce or modify the Trial Kit; (b) rent, sell, lease or otherwise transfer the Trial Kit. Customer agrees to comply with all Axon training materials regarding the Trial Kit during the Trial Period or (c) violate or allow a third party violate any intellectual property provided under this agreement. For Trial Kits that contain a conducted energy weapon ("CEW"), Customer agrees that every employee or agent that carries, uses, or deploys the CEW during the Trial Period will have: (a) obtained certification as a TASER CEW user or instructor; and (b) completed any training specific to the CEW model by utilizing the current TASER CEW lesson plan. Upon request by Axon, Customer agrees to cooperate and participate in a case study involving the Trial Kit and Customer's use of the Trial Kit. Customer agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials. If Customer's trial includes Axon Fleet, and Customer is using wireless offload, then Customer is responsible for providing either a cellular SIM card or wireless network at Customer. For use of Axon Performance, Axon may need to access and store Customer's call for service records.

3. Return of Product. Customer agrees to return the Trial Kit to Axon within 10 days after the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Kit is not returned to Axon at the end of the Trial Period, Axon will invoice Customer the MSRP of the unreturned items in the Trial Kit(s). Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Kit to Axon in good working condition, normal wear and tear excepted. Axon may charge Customer if there is damage beyond normal wear and tear. Before Customer returns the Trial Kit, it is Customer's responsibility to download any data and keep a backup copy of the data. All data stored in the Trial Kit will be erased upon receipt of the Trial Kit by Axon. Customer will return the Trial Kit to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Customer Data. Customer Data. Within 30 days of the Trial Period ending, Customer may request Axon make available to Customer for download Customer data that Customer uploaded to Axon Evidence during the Trial Period. During the 30 days following this request, Customer may retrieve its data from Axon Evidence. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Axon Evidence and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. Customer agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Trial Kit. Customer will not directly or indirectly cause any proprietary rights to be

violated.

6. Limitation of Liability. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Trial Kit will not exceed One Thousand Dollars (\$1,000.00). Neither Party will be liable for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Trial Kit will not exceed One Thousand Dollars (\$1,000.00). Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

Formal Matters.

A. Signature. Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Customer.

B. Entire Agreement. This Agreement, including the attached Axon Cloud Services Terms of Use Appendix, Axon Auto-Tagging Appendix, Axon Fleet Appendix, Axon Respond Appendix, Axon Auto-Transcribe Appendix, Axon Fusus Appendix, and Axon My90 Terms of Use Appendix (available at <https://www.axon.com/sales-terms-and-conditions>) (to the extent such appendices are applicable), contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Trial Kit are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

E. Warranty. For governmental customers, if this Agreement is for TASER 10, your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Customer, and that these weapons are being acquired for temporary official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968. For non-governmental customers, Customer warrants and acknowledges that TASER 10 is classified as a firearm under federal law and must be transferred/shipped to a valid Federal Firearms Licensee ("FFL"). If Customer does not hold a valid FFL at the time of transfer, a third-party FFL with licensed premises in Customer's state of residence must be utilized to transact the order in an over-the-counter firearm transfer pursuant to the Gun Control Act of 1968. Any applicable state and local firearms regulations and restrictions apply. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

ACCEPTED and AGREED as of 10/29, 2024

Customer Name: Colerain Township

Signature: [Signature]

Title: Administrator

Phone: 513-385-7500 Email: JWECKBACH@COLERAIN.ORG

¹ This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

Axon Cloud Services Terms of Use Appendix**Definitions.**

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

Access. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Customer may not upload non-TASER Data to Axon Evidence Lite.

Customer Owns Customer Content. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

Security. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence management systems or records.

Customer Responsibilities. Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

- a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

Privacy. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

Location of Storage. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

U.S. Government Rights. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

Survival. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 2.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 2.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 2.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 2.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 2.5. Promptly install and implement any software updates provided by Axon;
 - 2.6. Ensure that all appropriate data backups are performed;
 - 2.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 2.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 2.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 2.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
3. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
3. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
4. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 4.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

FUSUS Appendix

Access. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

My90 Terms of Use Appendix**Definitions.**

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. **"My90 Customer Content"** which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. **"My90 Non-Content Data"** which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. **"Survey Response"** which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. **"My90 Survey"** which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. **"Aggregated Survey Response"** which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

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5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
7. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
- 7.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
- 7.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
8. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
9. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
10. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
11. **Managing Data Shared.** Customer is responsible for:
- 11.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
- 11.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
- 11.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
- 11.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
12. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
- 12.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
- 12.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
- 12.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
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13. Customer Responsibilities. Customer is responsible for:

- 13.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
- 13.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
- 13.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

14. My90 Restrictions. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 14.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 14.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 14.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 14.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 14.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 14.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 14.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct Integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.