

**TRUSTEES**

Cathy Ulrich  
Daniel Unger  
Matt Wahlert

**FISCAL OFFICER**

Jeffrey D. Baker

**ADMINISTRATOR**

Jeff Weckbach

## Regular Meeting of the Board of Trustees - April 8, 2025

1. **Opening of Meeting**
2. **Executive Session 6PM**
3. **Pledge of Allegiance 7PM**
4. **Meditation (Moment of Silence)**
5. **Approval of Minutes**
6. **Citizens Address**
7. **Administrative Reports**
8. **Trustees' Report**
9. **New Business**

### Public Safety

- a. Motion Authorizing Pay Increase for Department of Fire and EMS Recruits - \$16.95 per hour.
- b. Resolution Adopting Automated License Plate Reader Policy
- c. Discussion and Potential Action - Research into Dog Issues, Laws, and Potential Regulatory Changes
- d. Motion to Issue Noise Resolution Permit to McDogs Lakeside Saloon
- e. Resolution Declaring Nuisance and Ordering Abatement
- f. Resolution Declaring a Junk Motor Vehicle - 2325 Washington Ave. - 1 of 8
- g. Resolution Declaring a Junk Motor Vehicle - 2378 Roosevelt Dr. - 2 of 8
- h. Resolution Declaring a Junk Motor Vehicle - 2813 Merriway Ln. - 3 of 8
- i. Resolution Declaring a Junk Motor Vehicle - 2885 Regal Ln. - 4 of 8
- j. Resolution Declaring a Junk Motor Vehicle - 3067 Harry Lee Ln. - 5 of 8
- k. Resolution Declaring a Junk Motor Vehicle - 3506 Niagara St. - 6 of 8
- l. Resolution Declaring a Junk Motor Vehicle - 7239 Swirlwood Ln. - 7 of 8
- m. Resolution Declaring a Junk Motor Vehicle - 9941 Dunraven Dr. - 8 of 8

### Public Services

- a. Discussion and Potential Action - Initiatives - Park Sale, Park Foundation, Community Center Funding, and Park Fees
- b. Motion to Adopt Final Legislation for Poole Road Sidewalks with Ohio

**TRUSTEES**

Cathy Ulrich  
Daniel Unger  
Matt Wahlert

**FISCAL OFFICER**

Jeffrey D. Baker

**ADMINISTRATOR**

Jeff Weckbach

Department of Transportation

- c. Motion to Adopt Final Legislation for Springdale Road (east) Sidewalks with Ohio Department of Transportation

**Development**

- a. Resolution Authorizing the Transfer of Real Property Located in Colerain Township and Owned By Colerain Township Identified as Parcel 510-0013-0011-00 (2800 West Kemper) to the Colerain Township, Hamilton County CIC, Inc.
- b. Discussion and Potential Action - Text Amendment for Marijuana Dispensaries

**Administration**

- a. Motion to Approve an Amendment to the Right of Way Acquisition Contract – Environmental Design Group – Temporary Easements for Springdale Road Sidewalk Project - \$7,620.00
- b. Motion Authorizing Township Administrator to Execute Agreement with Choice One Engineering for Engineering Services for Compton Road Sidewalks for \$237,750.00
- c. First Reading: Resolution Adopting Transitional Work Program Policy and Leaves of Absence Policy Update
- d. Motion to Approve a Contract - Prosource - OnBase Upgrade and Server Replacement- EXP 3/31/2028

**10. Old Business**

**11. Consent Items**

- a. Contract - Cincinnati State - Paramedic Program - No Cost
- b. Contract - Secure Cyber - Block of Hours - \$1,000 - NO EXP
- c. Contract - Tru Green - 275 Gateway Weed Control - \$1,300
- d. Contract - NAVSURFWARCENDIV Crane - Law Enforcement Electro-Optics - \$1,200 - Annual
- e. Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - \$1,848.78
- f. Donation Acceptance - Department of Fire and EMS - From Jill Johnson - \$100.00 (Check)
- g. Reclassification of Employee - Part-time Firefighter/Paramedic - Department of Fire and EMS - Meghan Ungar - \$21.33
- h. New Hire - Full-Time Firefighter/Paramedic - Department of Fire and EMS - Caleb Madison - \$23.67 per hour
- i. New Hire - Superintendent of Public Services - Department of Public Services - Christopher Sellman - \$40.85



**TRUSTEES**

Cathy Ulrich  
Daniel Unger  
Matt Wahlert

**FISCAL OFFICER**

Jeffrey D. Baker

**ADMINISTRATOR**

Jeff Weckbach

- j. New Hire - Seasonal Fire Hydrant Maintenance Worker - Department of Fire and EMS - Clayton Kugler and David Spencer - \$17.43
  - k. New Hire - Part Time Code Enforcement Officer - Police Department - Timothy Glazell - \$18.00/hour
  - l. Contract - Dynegy - Electric for Township Buildings - Expires May 2026
- 12. **Fiscal Office Report**
  - 13. **Executive Session** – if needed
  - 14. **Adjournment**

# PUBLIC SAFETY

---

Department: Fire  
Department Director: Allen Walls, Fire Chief

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

---

Motion Authorizing Pay Increase for Department of Fire and EMS Recruits - \$16.95 per hour.  
Recommend ADOPTION of the Motion.

Rationale:

I respectfully request that the Board of Trustees consider the approval of a \$1.45 an hour increase (3%) for all part-time Department of Fire and EMS Recruits. The current pay rate for recruits is \$14.50 per hour, and the last pay increase was on February 14, 2023.

# PUBLIC SAFETY

---

Department: Administration  
Department Director: Ed Cordie, Police Chief

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

---

Resolution Adopting Automated License Plate Reader Policy  
Recommend ADOPTION of the Resolution.

Rationale:

The Board of Trustees held a work session to work through a draft policy for adoption for Automated License Plate Readers on March 11. The feedback from the Board at that meeting has been incorporated into the attached document. Once a policy is in place, staff will then be able to work with the vendor selected to finalize the installation of Automated License Plate Readers throughout the Township.

**The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,**  
met in regular session at \_\_\_\_\_ p.m., on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at the Colerain  
Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the  
following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee \_\_\_\_\_ introduced the following resolution and moved its  
adoption:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ADOPTING AUTOMATED LICENSE PLATE READER POLICY**

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

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

**WHEREAS,** the policy will govern the use of automated license plate readers deployed  
by the Colerain Township Police Department.

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

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

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

Vote Record: Ms. Ulrich \_\_\_\_\_, Mr. Unger \_\_\_\_\_, Mr. Wahlert \_\_\_\_\_

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Jeff Baker  
Colerain Township Fiscal Officer

## 5.40 COLERAIN TOWNSHIP AUTOMATED LICENSE PLATE READER POLICY

### PURPOSE

The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained through the use of permanently installed automated license plate reader (ALPR) technology.

### POLICY

It is the policy of the Colerain Township Police Department to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

It is the department's policy that all installation and maintenance of the ALPR equipment, as well as the ALPR data retention and access, shall be managed as determined by the Chief of Police or their designee. The Chief of Police will assign a supervisor to administer the day-to-day operation of the ALPR equipment and data.

It is the department's policy to use ALPR systems only for legitimate law enforcement and public safety purposes. The ALPR administrator shall ensure that ALPRs are not deployed or used to enforce the law in any discriminatory manner that is prohibited by the United States Constitution or the Ohio Revised Code.

### DEFINITIONS

**Alert:** A visual and/or auditory notice that is triggered when the ALPR system receives a potential "hit" on a license plate.

**Hit:** Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen vehicle, wanted person, missing person, violation of a protection order, or terrorist-related activity.

**Hot List:** A list containing vehicles of interest with an articulable criminal nexus or valid public safety concern, including but not limited to, vehicles which are reported as stolen, display stolen license plates, vehicles linked to missing and/or wanted people, and vehicles flagged by law enforcement agencies.

**Automated License Plate Reader (ALPR):** A device that uses cameras and computer technology to compare digital images to database lists of known information of interest.

**ALPR Data:** Data captured by the ALPR cameras of an image (such as a license plate and description of vehicle on which it was displayed) within public view that was read by the device, including GPS coordinates and date and time information of the ALPR system at the time of the ALPR's read.

**Vehicles of Interest:** Including but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons flagged by law enforcement agencies.

## PROCEDURE

### 1. General

- a. The use of an ALPR is restricted to the purposes outlined in policy and training.
  - i. Information gathered or collected, and records retained by department ALPR system cameras will not be accessed or used for any purpose other than legitimate law enforcement purposes.
  - ii. Officers shall not use, or allow others to use, the equipment or database records for any unauthorized purpose.
- b. The following uses of the ALPR system are specifically prohibited:
  - i. Invasion of Privacy: Except when done pursuant to a court order such as a search warrant, it is a violation of this policy to utilize department owned ALPR to record license plates except those vehicles that are exposed to public view.
  - ii. Harassment or Intimidation: It is a violation of this policy to use the ALPR system to harass and/or intimidate any individual or group.
  - iii. Personal Use: It is a violation of this policy to use the ALPR system or associated scan files or hot lists for any personal purpose. Violation of this policy will be subject to progressive discipline and may be grounds for immediate termination.

### 2. Administration

- a. All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the ALPR administrator.
  - i. All ALPR equipment shall be considered department owned property.
- b. The Investigative Division Lieutenant is the designated ALPR administrator, with administrative oversight for ALPR system operations and is responsible for:
  - i. Establishing protocols for access, collection, storage, and retention of ALPR data and associated media files.
  - ii. Establishing protocols to preserve and document ALPR reads and “alerts” or “hits” that are acted on in the field or associated with investigations or prosecutions.
  - iii. Establishing protocols for ALPR system monitoring to ensure the security and integrity of data captured, stored, and/or retained by the ALPR system and compliance with applicable privacy laws.
  - iv. Establishing the training requirements for officers to operate the ALPR system and coordinating with the training division as needed.
  - v. Maintaining records identifying approved ALPR deployments and documenting their results, including appropriate documentation of significant incidents and arrests that are related to ALPR usage. Additional record results to be reported and maintained include false or inaccurate license plate hits or reads that

resulted in traffic stops or personal contact with persons or vehicles of non-interest.

- vi. The internal system maintains an audit trail of all inquiries of LPR records. This trail shall not be disabled and shall be kept in a manner consistent with the records retention schedule.
  - vii. Authorizing any requests for ALPR systems use or data access in consultation with the Chief of Police and according to department policies and guidelines.
  - c. Officers will report any observed damage to ALPR systems to the ALPR administrator who will coordinate any necessary repairs.
  - d. The ALPR administrator will ensure that designated, trained personnel check ALPR equipment on a regular basis to ensure functionality and camera alignment.
  - e. To the extent possible, the Chief of Police / ALPR administrator is responsible for the security of the data and will utilize best efforts to ensure the permanent erasure and deletion of all data on a rolling thirty day schedule; 1) from internal Colerain Township records and 2) from the vendor's database and 3) from any third party that has acquired the Colerain data records and/or other records that have been blended with the Colerain Township data.
  - f. Records of number of plates read by each LPR shall not be recorded or transmitted anywhere and shall be purged from the system within thirty days of their capture in such a manner that they are destroyed and not recoverable, unless an alarm resulted in an arrest, citation, protective custody, or identified a vehicle that was the subject of a missing person or wanted broadcast, in which case the data on the particular number plate may be retained until final court disposition of the case. Captured license plate data obtained for the purposes described in this paragraph shall not be used or shared for any other purpose.
  - g. Yearly Reporting Requirements
    - i. The ALPR Administrator shall report to the trustees annually during their first regular meeting in February of each year, the following information compiled for the previous year:
      - 1. The number of devices in use.
      - 2. The number of matches made by the LPR devices.
      - 3. The number of matches that identified vehicles and individuals sought by law enforcement and that resulted in stops of vehicles or individuals.
      - 4. The number of matches that resulted in searches of vehicles and individuals, releases, arrests, or other outcomes.
3. Automated License Plate Reader System
- a. ALPR operation, all data and images gathered by the ALPR, and access to collected data shall be for only sworn officers of this department.
  - b. Only properly trained officers are allowed access to the ALPR system, to operate ALPR equipment, to access ALPR data, or to collect ALPR information.
  - c. To ensure proper operation and facilitate oversight of the ALPR system, all trained officers are required to have individual credentials for access and use of the ALPR system and/or data, which has the ability to be fully audited.
4. Operations

- a. Usage of the ALPR system
  - i. The ALPR system may only be used for law enforcement purposes, including but not limited to:
    - 1. Pursuing information relevant to an ongoing criminal investigation
    - 2. Apprehending an individual with an outstanding warrant
    - 3. Locating a missing or endangered person
    - 4. Locating a lost or stolen vehicle
    - 5. Vehicles registered to people whose drivers' licenses, driving privileges, or vehicle registrations are under suspension or revocation.
    - 6. Vehicles registered to persons suspected of criminal or terrorist acts, transportation of stolen items or contraband, or motor vehicle violations.
    - 7. Vehicles involved in case-specific criminal investigative surveillance.
    - 8. Vehicles involved in homicides, shootings, and other major crimes.
    - 9. As part of a criminal investigation where there is a reasonable suspicion that a crime was committed.
  - ii. The ALPR system may not be used for:
    - 1. Traffic enforcement or red-light enforcement
    - 2. Fines or fees, including expired registration
    - 3. To obtain biometric information
    - 4. Selling data to a private third party (i.e. repossession companies)
    - 5. Segregating data to assemble data groups.... that travel at a specific day or time of day, such as persons that are coming and going to restaurants, bars, health clubs, religious services, political gatherings or other legally permitted activities.
- b. ALPR Alerts/Hits:
  - i. If practicable, officers should confirm the license plate from the alert matches the license plate of the observed vehicle prior to initiating a stop.
  - ii. Absent exigent circumstances, the officer shall verify the suspect and/or vehicle is still wanted if the alert was generated due to the inclusion of the suspect and/or vehicle on a regional, state, or national database.
  - iii. The officer shall verify an ALPR response through the appropriate database before taking enforcement action that is based solely on an ALPR alert.
  - iv. Officers are required to have reasonable suspicion and/or probable cause to make a stop of any vehicle.
- c. Hot Lists
  - i. Designation of hot lists to be utilized by the ALPR system shall be made by the ALPR administrator or their designee.
    - 1. Specific hot lists shall be approved and entered by the ALPR administrator (or designee) within the ALPR system.
    - 2. All plates, vehicles, and suspect information entered into the ALPR system will also contain the following information:
      - a. Entering user's name
      - b. Requesting officer's name

- c. Related case number
    - d. Short synopsis describing the nature of the originating call
  - d. All usage of the ALPR system must comply with Colerain Township Police Department's Code of Ethics, Rules and Regulations, Policy and Procedure Manual.
- 5. ALPR Data Collection and Retention
  - a. All data will be closely safeguarded and protected by both procedural and technological means.
  - b. The ALPR vendor will store and ensure proper maintenance and security of data. The ALPR vendor will remove all unique Colerain Township LPR data and Colerain Township LPR data that has been blended or co-mingled with outside data on a rolling maximum thirty day deletion schedule.
  - c. The department will retain ALPR data for a maximum of thirty days, unless a longer retention period is required by the Ohio Revised Code or applicable records retention schedules.
    - i. If data has evidentiary value, it must be stored according to policy as soon as practicable.
- 6. Releasing of ALPR Data
  - a. ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes.
  - b. All data and images gathered by an ALPR are for the official use of Colerain Township Police Department. This data may contain confidential information such as LEADS data, and therefore by law is not open to public review.

# PUBLIC SAFETY

---

Department: Administration  
Department: Ed Cordie, Police Chief  
Director: Jeff Weckbach, Township Administrator

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

---

## Discussion and Potential Action - Research into Dog Issues, Laws, and Potential Regulatory Changes

Staff recommends adoption of a motion to send the attached letter to our State Representatives.

### Rationale:

At the last Trustees meeting, there was conversation and follow up regarding a dog attack in our community. Subsequent to that meeting, the Township has had a number of additional loose dog complaints and attacks. Staff has worked to explore this issue from multiple angles, which are detailed in the attached documents. At a minimum, staff is recommending that the Trustees adopt the letter to our state delegation to push for changes in dog laws throughout the state of Ohio. This letter is based on feedback from a meeting with our State Representative on this issue.

Staff also seeks feedback on any of the solutions offered in the attached memorandums. One of these memos looks exclusively at solutions that require partnership from Hamilton County. Staff shared this memo with Hamilton County on March 13 and (as of the posting of this agenda) has not received any feedback on this memo. Staff did learn that the County does not impound unregistered, loose dogs on sight, contrary to the language found in ORC 955.12. Rather, the County allow the owner the opportunity to register the dog to avoid impoundment.

*Language from ORC 955.12 for reference ("They" is the County Dog Warden): "They shall patrol their respective counties and seize and impound on sight all dogs found running at large and all dogs more than three months of age found not wearing a valid registration tag"*

The other memo summarizes information obtained through a survey of other southwest Ohio communities and offers potential Township specific action steps that can be explored/implemented. Specifically, staff would appreciate guidance on the below policy questions contained in this memo:

- Should Colerain Township Police Officers impound dogs?
  - If yes, staff would recommend poles be purchased to assist our officers in their responses. Poles can range in costs and commercial grade poles will typically range from \$100 - \$200 per pole.
  - If yes, staff is seeking guidance on whether poles should be purchased for all cruisers or just supervisor cruisers.
  - If yes, staff is recommended that the Board explore where these animals can be housed in our community and for the purchase of kennels. Ultimately, there is not an existing facility with adequate space to hold multiple animals so the Township may need to look at alternate buildings.
- Should Colerain modify any existing resolutions or adopt new resolution related to animal control?



April 8, 2025

RE: Dog Laws in Ohio

Honorable Chair Abrams, Vice Chair Miller, Ranking Member Thomas, and Members of the Public Safety Committee,

**TRUSTEES**

Cathy Ulrich  
Daniel Unger  
Matt Wahlert

**FISCAL OFFICER**

Jeffrey D. Baker

**ADMINISTRATOR**

Jeff Weckbach

Over the past month, Colerain Township residents have been engaged in a dialog with many Township, County, and State leaders related to Ohio Revised Code Chapter 955: Dogs. This dialog was precipitated by a series of dog bites in our community in March. These various incidents resulted in the hospitalization of a resident, several animals receiving significant injuries, and attacks on our police employees by vicious dogs. In addition, the Columbus Dispatch and Cincinnati Enquirer published a series of articles detailing Dog related laws in Ohio and gaps that could be addressed to provide our residents with additional layers of protection.

Based on these conversations, research into other state laws, and our experiences, the Colerain Township Trustees urges this committee to consider adopting new state laws that will:

- **Continue to hold the Owner of a loose dog responsible for any harm caused by their dog; and**
- **That the state considers making it a felony charge for any owner whose dog, due to their failure to properly secure their dog, bites an individual that results in serious injury and/or death to a person; and**
- **Require that the County appointed Dog Warden shall respond when requested by a local peace officer and that the Dog Warden shall be required to impound any dog that the local peace officer deems to have violated any law or that is deemed dangerous by the local peace officer; and**
- **Require that any dog be humanely euthanized after any bite that causes serious harm to another person.**

Colerain Township is ready and prepared to provide any testimony or support that you all may require in moving legislation forward that addresses our concerns. We genuinely appreciate your dedication to finding expeditious solutions to these issues that our communities face and look forward to positive outcomes that will enhance the overall safety and welfare of the residents of Colerain Township, Hamilton County, and the State of Ohio.

---

Cathy Ulrich, Trustee

---

Dan Unger, Trustee

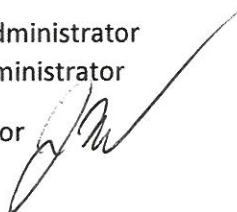
---

Matt Wahlert, Trustee

## MEMORANDUM

To: Jeff Aluotto, Hamilton County Administrator

CC: Tiphonie Mays, Assistant Township Administrator  
Jeff McElravy, Assistant Township Administrator

From: Jeff Weckbach, Township Administrator 

Subject: Ideas to Address Dog Related Issues

Date: March 13, 2025

---

### BACKGROUND

On March 7<sup>th</sup>, two residents of Colerain Township were bitten by two dogs that escaped from their homes. After this incident, there was an additional dog bite on two additional residents on March 12<sup>th</sup> by three separate dogs. During the secondary incident, one of the dogs charged at Colerain Police Officers and was shot by the officer in self-defense. Over the past week, the Township has seen a large number of calls and complaints related to loose dogs, improperly secured dogs, and dogs that may not be properly cared for.

### IDEATION

Colerain Township is looking at all angles to address issues related to dogs in our community to best serve and protect our residents. These issues are going to require partnership and potential changes at the state, county, and local levels of government. The purpose of this memorandum is to share some initial ideas on ways that the Township and County can partner to address issues. The ideas are grouped into two categories: Upstream and Reactionary. The Upstream ideas are shared with the goal of finding solutions that will prevent future dog attacks in the community by establishing pathways to educate and raise awareness of issues before they occur. The Reactionary ideas are ones that speak directly to responses to dog attacks and ways that these can be more efficient and effective.

#### *Upstream Ideas*

**Crime Stoppers – Dogs:** This would be a tip line, similar to crime stoppers where someone could make an anonymous complaint or concern. A result from these complaints could be deployment of a response team known as the LEASH (below). As part of this, targeted patrols by the Dog Warden may be enacted based on complaints.

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251  
jweckbach@colerain.org • www.colerain.org  
Phone (513) 385-7500 • Fax (513) 245-6503

**Trustees:** Matthew Wahlert, Cathy Ulrich, Daniel Unger  
**Fiscal Officer:** Jeff Baker  
**Administrator:** Jeff Weckbach

LEASH (Law Enforcement Animal Support & Handling): AKA the QRT for Dogs: On notice of a potential concern in a neighborhood, the LEASH would be deployed and would make contact with the owners in question. The LEASH would feature a member of Animal CARES, Dog Warden Deputy, a Public Health educator, and a local Police Department Employee. The goal would be to provide education to the homeowner about ownership, help them navigate ways to get proper fencing, and check to make sure that the dogs are registered. The LEASH could also then make contact with the original complainant to discuss the action steps and educational resources provided.

Public Listing of all Registered Dogs: This would provide residents with an opportunity to see if their neighbors' dogs are properly registered. If not, then they would be able to file a complaint that could lead to a LEASH meeting. It would also lead to more compliance with local rules.

### *Reactionary Ideas*

Impoundment fees: If these do not already exist, passing a resolution that would create a daily fee for a dog that is impounded. This would be a way to recoup the cost of staff to impound the dog and the daily costs for keeping it on site.

Waiver: A few other dog wardens reached out to Colerain in the past week. One suggested to us that the Hamilton County Dog Warden consider adopting a waiver form that would be presented after a dog bite. The waiver would essentially be a legal contract signed by the property owner to allow the Dog Warden to impound the dog. It would be a voluntary waiver, but would provide the legal basis for removal of the animal. This waiver could also be used in non-bite situations if there is a significant amount of public concern or if there is a repeatedly nuisance dog. On top of this, the form could include language geared toward some of the above impoundment fees and below property tax suggestion.

Property Tax Assessments: If the owner does not retrieve the dog out of impoundment and the dog has to be euthanized, then the Commissioners are able to pass a resolution to declare property owner negligent and to assess all fees on the property. On one of the local radio stations, there was discussion about how folks in a rental property may not carry proper insurance for various breeds. If it is a rental, the renter may not be able to make the changes to the property to properly secure the dog through fencing. This would directly charge the owner, who may be negligent in their duties as a landlord. I understand this is likely a heavy lift and may or may not be allowable under the ORC but could create a feedback loop to ensure the county is compensated for having to find space for additional dogs, understanding that there will be people who will abdicate picking the dogs up because of the impoundment fees. One potential positive is that it could incentivize property owners to be more aware of the conditions of their property.

Local Deputization of Dog Warden: Given that Hamilton County is incredibly large, and the land area of the unincorporated portions of the County are large, provide a pathway to "deputize" local officers to serve as local dog wardens.

- Under this, it would likely make sense for the Dog Warden to provide training to the local police that is deputized on how to interact and address nuisance or loose dogs. It would also require follow up on procedures for impoundment.
- Colerain would likely be one that would be willing to explore an arrangement like this, however, we would want to formulate a contract for this work that would outline the responsibilities of

each entity (County/Township). Given our financial situation, it would be helpful to have equipment purchased for our officers and a fee for services provided by the Township.

#### **REQUEST**

Please give these ideas some thought and consideration. I would welcome additional feedback and conversation between County Administrator and Township Administration on the potential for any of these solutions.



## MEMORANDUM

To: Board of Township Trustees

CC: Ed Cordie, Police Chief  
Tiphonie Mays, Assistant Township Administrator  
Jeff McElravy, Assistant Township Administrator

From: Jeff Weckbach, Township Administrator

Subject: Dog Rules in Southwestern Ohio Municipalities

Date: March 26, 2025

---

### BACKGROUND

In 1991 Colerain Township adopted a resolution making habitual barking dogs a minor misdemeanor. That resolution is available online here: <https://www.colerain.org/DocumentCenter/View/1229/Barking-Dogs>

Subsequently, in 2004, Colerain Township adopted a resolution requiring that all vicious dogs in the Township be trained and registered. That resolution is available online here: <https://www.colerain.org/DocumentCenter/View/1234/Vicious-Dog-Resolution>

Over a decade ago, the Township Trustees contemplated adopting vicious breed resolution bans for our community. Ultimately, the community voiced concerns over breed specific bans and the Trustees did not move forward with any breed specific bans. Prior to the vicious dog attack that occurred in March of 2025, this conversation was likely the last major conversation among the board regarding dog issues in Colerain Township.

In March, two large dogs attacked a resident, forcing her to receive surgery for her injuries. In addition, there were a number of other bites and loose dog issues over the coming weeks, with one such incident resulting in a Colerain officer having to use their firearm to protect themselves from the loose dogs.

In response to these issues, the Township has decided to review action that can be implemented by the Trustees. To better understand the potential action, the Township reached out to the Center for Local Government to request a spot survey to be conducted of their 69 jurisdictions related to existing dog laws, impoundment procedures, and equipment utilized.

The survey asked basic questions to determine if the community will impound dogs directly, what tools they use to aid in impoundment, and what other rules or regulations they have in order to control dogs in their community.

## **ANALYSIS**

Twelve communities responded to the survey. Of the responding agencies, half were townships and the other six were either cities or villages. Delhi Township is the only Township in Hamilton County that will directly impound dogs that are loose in their community. All other Township's in Hamilton County will not directly impound dogs. In total, five of the agencies will impound dogs and then deliver the dogs to their County's respective Dog Warden. These agencies all appear to have purchased some form of dog snare or quick release catch poles to aid in capturing the loose dogs.

In addition to questions regarding each community's response procedures for loose dogs, the Township also inquired as to whether each agency had separate laws or resolutions for the enforcement of dog laws. Each community has a slightly different approach to dog regulations, however no community has a regulation that would result in more than a minor misdemeanor being issued to the owner. One community, the City of Springdale, will invoice the owner directly for all of the police work involved in impounding the animal.

While the exact legislation may differ, communities have adopted rules for Excessive Barking, Nuisance Dogs, Excrement, and Loose/Roaming Dogs.

## **POLICY QUESTIONS**

There are several policy questions that staff is seeking feedback from the Board of Trustees:

- Should Colerain Township Police Officers impound dogs?
  - o If yes, staff would recommend poles be purchased to assist our officers in their responses. Poles can range in costs and commercial grade poles will typically range from \$100 - \$200 per pole.
  - o If yes, staff is seeking guidance on whether poles should be purchased for all cruisers or just supervisor cruisers.
  - o If yes, staff is recommended that the Board explore where these animals can be housed in our community and for the purchase of kennels. Ultimately, there is not an existing facility with adequate space to hold multiple animals so the Township may need to look at alternate buildings.
- Should Colerain modify any existing resolutions or adopt new resolution related to animal control?

## **RECOMMENDATIONS**

Staff recommends adding violation of dog laws and resolutions to the Township's nuisance resolution.

If the board desires to move forward, staff recommends, at a minimum, the purchase of 10 poles, 10 cages, and build out of new space for impound lot behind the community center that would have space to temporarily house and impound animals.

# PUBLIC SAFETY

---

Department: Police  
Department Director: Ed Cordie, Police Chief

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

---

Motion to Issue Noise Resolution Permit to McDogs Lakeside Saloon  
Recommend ADOPTION of the Motion.

Rationale:

This is the first request for a permit in 2025 for this business. The request for the permit is May 3, 2025, through September 27, 2025, from 2pm to 10pm.



PERMIT VALID DATE AND TIME  
(to and from)

**TRUSTEES**  
Cathy Ulrich  
Daniel Unger  
Matt Wahlert

**FISCAL OFFICER**  
Jeffrey D. Baker

**ADMINISTRATOR**  
Jeff Weckbach

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

Name of applicant: MCDUGS LAKESIDE SALOON

Address where event will be held: 3611 BEVIS LANE  
BLANKET PERMIT MAY 3 - SEPT 27

Type of event: BIKE NIGHT THURSDAY SAT NIGHT BANDS  
FRI NIGHT FRIDAY

Date and Time of Event: MAY 3 - SEPT 27 2-10 PM EACH NIGHT

Contact number for permit holder: CHRIS GREEN  
513-939-4036

*Chris Green*

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

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: \_\_\_\_\_ Residential \_\_\_\_\_ Business \_\_\_\_\_

To be placed on Trustee agenda for meeting: / / / (date of meeting)  
Permit approved by majority vote of Colerain Township Board of Trustees.

\_\_\_\_\_  
Trustee Cathy Ulrich

\_\_\_\_\_  
Trustee Dan Unger

\_\_\_\_\_  
Trustee Matt Wahlert

Attest: \_\_\_\_\_  
Jeff Baker, Fiscal Office

# PUBLIC SAFETY

---

Department: 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:

|                      |                  |
|----------------------|------------------|
| 9830 Colerain Ave.   | 510-0111-0264-00 |
| 9824 Crusader Dr.    | 510-0041-0102-00 |
| 6705 Grange Ct.      | 510-0073-0226-00 |
| 9391 Pippin Rd.      | 510-0052-0594-00 |
| 11621 Pippin Rd.     | 510-0014-0039-00 |
| 2881 Royal Glen Dr.  | 510-0071-0274-00 |
| 2325 Washington Ave. | 510-0031-0584-00 |
| 3165 Windsong Dr.    | 510-0052-0608-00 |

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> |
|----------------------|-----------------------------|
| 9830 Colerain Ave.   | 510-0111-0264-00            |
| 9824 Crusader Dr.    | 510-0041-0102-00            |
| 6705 Grange Ct.      | 510-0073-0226-00            |
| 9391 Pippin Rd.      | 510-0052-0594-00            |
| 11621 Pippin Rd.     | 510-0014-0039-00            |
| 2881 Royal Glen Dr.  | 510-0071-0274-00            |
| 2325 Washington Ave. | 510-0031-0584-00            |
| 3165 Windsong Dr.    | 510-0052-0608-00            |

**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:

\_\_\_\_\_  
Brodi Conover

Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 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 - 2325 Washington Ave. - 1 of 8

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:

2325 Washington Ave. Cincinnati, OH 45231

1. (NO TAG) 1997, White, Pontiac, Sunfire
2. (NO TAG) 1997, Green, Chevrolet, Blazer
3. (NO TAG) 1997, Green, Chevrolet, Blazer

**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 2325 Washington Ave.  
Cincinnati, OH 45231– Parcel ID 510-0031-0584-00  
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 **2325 Washington Ave. Cincinnati, OH 45231– Parcel ID 510-0031-0584-00**

**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 **2325 Washington Ave. Cincinnati, OH 45231– Parcel ID 510-0031-0584-00** to be inoperable, extensively damages, and at least three model years old:
  - A. **(NO TAG) 1997, White, Pontiac, Sunfire**
  - B. **(NO TAG) 1997, Green, Chevrolet, Blazer**
  - C. **(NO TAG) 1997, Green, Chevrolet, Blazer**
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:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 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 - 2378 Roosevelt Dr. - 2 of 8

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:

2378 Roosevelt Dr. Cincinnati, OH 45231

1. (NO TAG) , 2000, Black, BMW, 328i

**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 2378 Roosevelt Dr. Cincinnati, OH 45231– Parcel ID 510-0031-0460-00**  
**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 **2378 Roosevelt Dr. Cincinnati, OH 45231– Parcel ID 510-0031-0460-00**

**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 **2378 Roosevelt Dr. Cincinnati, OH 45231– Parcel ID 510-0031-0460-00** to be inoperable, extensively damages, and at least three model years old:

A. **(NO TAG) , 2000, Black, BMW, 328i**

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:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 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 - 2813 Merriway Ln. - 3 of 8

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:

2813 Merriway Ln. Cincinnati, OH 45231

1. (NO TAG) 2006, Blue, Ford, F-150

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

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

Trustee \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION NO.:** \_\_\_\_\_

**RESOLUTION DECLARING VEHICLE LOCATED AT 2813 Merriway Ln. Cincinnati, OH 45231– Parcel ID 510-0032-0315-00**  
**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 **2813 Merriway Ln. Cincinnati, OH 45231– Parcel ID 510-0032-0315-00**

**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 **2813 Merriway Ln. Cincinnati, OH 45231– Parcel ID 510-0032-0315-00** to be inoperable, extensively damages, and at least three model years old:

**A. (NO TAG) 2006, Blue, Ford, F-150**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

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

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

Vote Record: Ms. Ulrich \_\_\_\_\_, Mr. Unger \_\_\_\_\_ and Mr. Wahlert \_\_\_\_\_

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

BOARD OF TRUSTEES:

\_\_\_\_\_  
Cathy Ulrich, Trustee

\_\_\_\_\_  
Dan Unger, Trustee

\_\_\_\_\_  
Matthew Wahlert, Trustee

ATTEST:

\_\_\_\_\_  
Jeff Baker  
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 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 - 2885 Regal Ln. - 4 of 8

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:

2885 Regal Ln. Cincinnati, OH 45251

1. (OHIO) GPD7192, 2003, Grey, Ford, F-150

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

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

Trustee \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION NO.:** \_\_\_\_\_

**RESOLUTION DECLARING VEHICLE LOCATED AT 2885 Regal Ln. Cincinnati, OH 45251– Parcel ID 510-0060-0179-00 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 **2885 Regal Ln. Cincinnati, OH 45251– Parcel ID 510-0060-0179-00**

**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 **2885 Regal Ln. Cincinnati, OH 45251– Parcel ID 510-0060-0179-00** to be inoperable, extensively damages, and at least three model years old:

**A. (OHIO) GPD7192, 2003, Grey, Ford, F-150**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

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

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

Vote Record: Ms. Ulrich \_\_\_\_\_, Mr. Unger \_\_\_\_\_ and Mr. Wahlert \_\_\_\_\_

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

BOARD OF TRUSTEES:

\_\_\_\_\_  
Cathy Ulrich, Trustee

\_\_\_\_\_  
Dan Unger, Trustee

\_\_\_\_\_  
Matthew Wahlert, Trustee

ATTEST:

\_\_\_\_\_  
Jeff Baker  
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 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 - 3067 Harry Lee Ln. - 5 of 8

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:

3067 Harry Lee Ln. Cincinnati, OH 45239

1. (OHIO) GAR2531, 2005, Grey, Toyota, Avalon

**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 3067 Harry Lee Ln. Cincinnati, OH 45239– Parcel ID 510-0071-0299-00**  
**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 **3067 Harry Lee Ln. Cincinnati, OH 45239– Parcel ID 510-0071-0299-00**

**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 **3067 Harry Lee Ln. Cincinnati, OH 45239– Parcel ID 510-0071-0299-00** to be inoperable, extensively damages, and at least three model years old:

**A. (OHIO) GAR2531, 2005, Grey, Toyota, Avalon**

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:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 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 - 3506 Niagara St. - 6 of 8

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:

3506 Niagara St. Cincinnati, OH 45251

1. (OHIO) JSM5371, 2006, Black, Dodge, Magnum

**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 3506 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0111-0106-00**  
**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 **3506 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0111-0106-00**

**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 **3506 Niagara St. Cincinnati, OH 45251– Parcel ID 510-0111-0106-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO) JSM5371, 2006, Black, Dodge, Magnum**

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:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 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 - 7239 Swirlwood Ln. - 7 of 8

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:

7239 Swirlwood Ln. Cincinnati, OH 45231

1. (OHIO) DKG8920, 2004, Grey, Kia, Optima
2. (OHIO) JJN3792, 2004, Tan, Chevrolet, Impala

**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 7239 Swirlwood Ln. Cincinnati, OH 45231– Parcel ID 510-0072-0344-00**  
**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 **7239 Swirlwood Ln. Cincinnati, OH 45231– Parcel ID 510-0072-0344-00**

**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 **7239 Swirlwood Ln. Cincinnati, OH 45231– Parcel ID 510-0072-0344-00** to be inoperable, extensively damaged, and at least three model years old:
  - A. **(OHIO) DKG8920, 2004, Grey, Kia, Optima**
  - B. **(OHIO) JJN3792, 2004, Tan, Chevrolet, Impala**
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:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this \_\_\_\_ day of \_\_\_\_\_, 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 - 9941 Dunraven Dr. - 8 of 8

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:

9941 Dunraven Dr. Cincinnati, OH 45251

1. (OHIO) FTM6512, 1977, Grey, Dodge, Ram

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

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

Trustee \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION NO.:** \_\_\_\_\_

**RESOLUTION DECLARING VEHICLE LOCATED AT 9941 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0323-00**  
**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 **9941 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0323-00**

**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 **9941 Dunraven Dr. Cincinnati, OH 45251– Parcel ID 510-0041-0323-00**
2. to be inoperable, extensively damages, and at least three model years old:

**A. (OHIO) FTM6512, 1977, Grey, Dodge, Ram**

3. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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:

\_\_\_\_\_  
Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

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

\_\_\_\_\_  
Jeff Baker  
Colerain Township Fiscal Officer

# PUBLIC SERVICES

---

Department: Administration  
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability  
Strategic Goal #4: Expand Recreational Opportunities for all Ages  
Strategic Goal #5: Continuously Improve the Operations of the Township

---

## Discussion and Potential Action - Initiatives - Park Sale, Park Foundation, Community Center Funding, and Park Fees

Staff seeks direction on this issue.

### Rationale:

Attached to this agenda item are three memos that result in the completion of four separate strategic initiatives:

- Park Foundation
- Park Sale
- Park Gate Fees
- Community Center Analysis

Staff is looking for direction from the Trustees on any next steps related to the information found in these memos. The policy direction provided is crucial to the update of the multi-year financial plan.

## MEMORANDUM

To: Jeff Weckbach, Township Administrator  
From: Tiphannie Mays, Assistant Administrator  
Subject: Summary of January 23, 2025 Meeting with Great Parks of Hamilton County Staff  
Date: March 11, 2025

---

### Part 1: Discovery of Selling Park Properties

During the January 23, 2025 meeting with Great Parks of Hamilton County Staff, the Township Staff expressed interest in selling Township park properties, not only to them but to the public as well, as a method to alleviate the financial burden on the Township. The following key points were discovered during the conversation:

1. Lack of Interest from Great Parks of Hamilton County
  - a. Great Parks of Hamilton County declared that purchasing park properties are not in their genuine interest unless there is a maintenance agreement tied to the sale. Agreeing to sell the Township's properties with this obligation would not achieve the intended financial relief for the Township. With this maintenance agreement, the Township would remain responsible for maintaining the properties, thus not reducing the financial burden.
  - b. Concern from Township staff is that if Great Parks were to take over the properties, the park spaces would likely transition from active to passive recreational areas. This would limit community access to active recreational opportunities, such as soccer, basketball, etc. which could detract from the overall quality of life for residents as these activities provide a social component that "passive" recreation does not.
2. Loss of Park Space and the Impact on the Community
  - a. Selling Township park properties would remove a vital amenity that enhances Colerain's appeal as a place to live, work and play.
  - b. Research<sup>1</sup> has found that the loss of park space often leads to the following situations:
    - i. Property values: Numerous studies have shown that proximity to parks and green spaces have a directly proportional affect on increasing property values.
    - ii. Diminished quality of life: As we saw during the COVID epidemic, parks play an essential role in enhancing the quality of life for visitors. Parks offer spaces for recreation, exercise, relaxation, and socialization, all of which are important for mental and physical well-being.
    - iii. A negative impact on community identity and pride: Parks are often central to the identity of a community. They provide shared spaces where residents gather for events, sports, family outings, and social activities. The removal of park spaces could diminish a community's sense of identity and pride, as these areas are often a reflection of the Township's values.

Parks and recreational spaces are highly valued amenities that contribute to a community's livability and attractiveness; therefore, staff is recommending the pursuit of other options that could reduce the financial burden to the Township as outlined in the conclusion portion of this memo.

### Part 2: Challenges in Starting a Parks Foundation

The discussion also addressed the challenges associated with establishing a Parks Foundation to support the Township's park system. The following points highlight the major obstacles and requirements for starting such a foundation:

1. Need for Professional Fundraising Support
  - a. The Great Parks Staff spent a large amount of the discussion identifying the need to hire a professional philanthropist who can identify fundraising opportunities, secure high-level donors, and recruit staff to manage the day-to-day operations. Creating a successful Parks Foundation requires substantial effort and professional expertise to navigate the complex landscape of fundraising.
2. Lead Donation Requirement
  - a. The other challenge that the Great Parks staff identified for a new foundation to evolve was the difficulty in forming a foundation without a substantial lead donation. The Great Parks Forever Foundation was successful largely because it secured a \$50 million lead donation, which allowed the foundation to operate effectively and attract additional donations.
3. Time and Resources for Establishment
  - a. The process of establishing a Parks Foundation is not a quick or simple endeavor. For reference, the Great Parks Forever Foundation took seven (7) years to establish, with four (4) full-time staff members and over \$50 million in donations to reach its current level of success.

### **Conclusion and Next Steps**

Given the challenges with selling park properties and starting a foundation, Township Staff recommends that we focus on exploring more immediate and practical solutions to reduce the costs of maintaining the parks. Some potential cost-saving measures include:

1. Implementation of Programmable Lawn Mowers: Explore the use of robotic grass cutting technology to reduce labor costs and improve efficiency in park maintenance.
2. Partnerships with Local Businesses: Investigate opportunities for local businesses to sponsor park maintenance or donate equipment in exchange for branding opportunities. This could potentially lead to the "Lead Donation" that would establish a Parks Foundation as mentioned in Part 2 of the memo.
3. Volunteer Programs: Expand or develop volunteer programs to involve the community in park "clean up days" which could reduce the costs for paid staff.
4. Energy-Efficient Equipment: Invest in energy-efficient equipment and machinery to reduce operating costs over time.

By examining these cost-saving strategies and identifying additional efficiencies, we can continue to provide valuable park spaces for the community while addressing the Township's financial challenges. Please let me know if you have any further questions or need additional information regarding these topics.

### **REFERENCES<sup>1</sup>**

"Parks and Other Green Environments: Essential Components of a Healthy Human Habitat" – Frances E. (Mink) Kuo, National Recreation and Park Association (2010)  
"The Economic Benefits of Parks and Recreation" – National Recreation and Park Association (2021): <https://www.nrpa.org/publications-research/research-papers/the-economic-impact-of-local-parks/>  
"The health benefits of urban green spaces: a review of the evidence" – National Library of Medicine (2011): <https://pubmed.ncbi.nlm.nih.gov/20833671/>  
"The Impact of Regional Parks on Property Values in Texas" – Sarah Nicholls and John Crompton, *Journal of Park and Recreation Administration*, Volume 23, Number 2, pp.87-108 (2005)

TLM: tlm

## MEMORANDUM

To: Board of Township Trustees

CC: Tawanna Molter, Assistant Director of Public Services  
Tiphonie Mays, Assistant Township Administrator  
Jeff McElravy, Assistant Township Administrator

From: Jeff Weckbach, Township Administrator

Subject: Park Fee Analysis – Gate Fees at Parks

Date: April 3, 2025

### BACKGROUND

Over the past several years, the Township has explored a number of different approaches to balancing the budget. In 2024, the Township reduced staffing in the police department, increased fees for zoning permits, and made various cuts to general operations. The Trustees expressed a desire to continue to explore additional ways to generate non-tax revenue and to look at alternative models for operations. One of the ideas generated was to explore installing gates or contracting with a company to charge for vehicular entry into one or many of the Township's parks.

From a historical review, the Township did charge a park entry fee from 2013 to 2016. At the time, part-time staff were recruited and hired as gate attendants whose responsibility was to charge a fee for daily or annual entry into the parks. The fees were \$5 per day or \$10 per year. These fees were collected only at the Township's three primary parks: Clippard, Colerain, and Heritage parks.

The chart below lists the revenue generated collectively from all three parks.

| Year                 | 2013     | 2014     | 2015     | 2016      |
|----------------------|----------|----------|----------|-----------|
| <b>Gross Revenue</b> | \$76,257 | \$56,800 | \$88,852 | \$110,070 |

As a result of this new gate fee, there was a 66% decrease in rental of baseball fields and a 25% decrease in park rentals. In addition, there was intense public scrutiny of the program and frustration with the fee to enter the parks. Staff at the gates suffered from extensive verbal harassment, threats, and they encountered a few close calls with vehicles who refused to stop. By 2016 it had become increasingly difficult to find reliable staff to work. Office staff was added to help with the increased workload.

Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251  
jweckbach@colerain.org • www.colerain.org  
Phone (513) 385-7500 • Fax (513) 245-6503

**Trustees:** Matthew Wahlert, Cathy Ulrich, Daniel Unger  
**Fiscal Officer:** Jeff Baker  
**Administrator:** Jeff Weckbach

generated by the program. On-street parking by park visitors who chose to park on the street and walk into the park rather than paying to enter became increasingly problematic. Complaints streamed into the public services department from residents that lived on the streets adjacent regarding blocked roadways, inability to drive down the street, blocked driveways, and verbal altercations.

Ultimately, the public was frustrated and angry that their once free parks that had prided themselves on giving the residents of the Township from all socioeconomic statuses equal access to beautifully maintained parks that were the leading standard for neighboring communities were now charging while decreasing their maintenance and services. Because of these issues, the Township abandoned the fee for entry model in 2016.

## ANALYSIS

The Township currently tracks the number of visitors to each of the three major parks. The full dataset, with month-by-month counts, is available online and updated monthly here:

<https://coleraintownshiphamiltonoh.opengov.com/data/#/41057/embed=n>

If a fee were to be put into place, the Township should expect decreased traffic in each park. The below modeling shows the potential revenue to be generated from each park, based on the average vehicular traffic. This chart shows several different “levels” for consideration/comparison. This modeling assumes a \$5 per day fee and that there are not any \$10 annual permits.

|                                | CLIPPAR<br>D | COLERAI<br>N | HERITAG<br>E | TOTAL       |
|--------------------------------|--------------|--------------|--------------|-------------|
| 5 Year Average Annual Vehicles | \$110,046    | \$65,258     | \$94,043     | \$269,348   |
| No Decrease in Vehicles        | \$550,232    | \$326,292    | \$470,214    | \$1,346,738 |
| 10% Decrease                   | \$495,209    | \$293,663    | \$423,193    | \$1,212,064 |
| 20% Decrease                   | \$440,186    | \$261,034    | \$376,171    | \$1,077,390 |
| 30% Decrease                   | \$385,162    | \$228,404    | \$329,150    | \$942,717   |
| 40% Decrease                   | \$330,139    | \$195,775    | \$282,128    | \$808,043   |
| 50% Decrease                   | \$275,116    | \$163,146    | \$235,107    | \$673,369   |
| 60% Decrease                   | \$220,093    | \$130,517    | \$188,086    | \$538,695   |
| 70% Decrease                   | \$165,070    | \$97,888     | \$141,064    | \$404,021   |
| 80% Decrease                   | \$110,046    | \$65,258     | \$94,043     | \$269,348   |
| 90% Decrease                   | \$55,023     | \$32,629     | \$47,021     | \$134,674   |

It is worth noting, that Colerain Park and Clippard Park are located within neighborhoods. Many individuals will likely park on neighborhood streets rather than pay a daily parking fee. This will create some intense pressures on neighborhood parking for the residents that live near the parks. Heritage Park does not have this same issue and is unique in that regard.

Understanding that the Board desired to explore this option, staff reached out to several companies to determine the potential cost for the infrastructure build-out for a gate system. Of note, each park would need to have some form of internet access and connection. This would be an ongoing fee in addition to the infrastructure costs. Clippard Park currently has wi-fi access. Colerain and Heritage do not. Back in 2021, staff received quotes from Altafiber to install internet connections. The infrastructure only cost was roughly \$25,000. On going annual fees would be roughly \$4,000 per park.

Up front capital costs for installation of gates will vary by park. Assistant Administrator Mays oversaw a gate installation project at a park in Fairfield that had a capital cost in excess of \$200,000. At a minimum, entrances to each park would need to be completely redesigned, additional curbs and pavement installed, barriers to prevent individuals from driving around the barriers would need to be contemplated, and gates installed. Given all of these needs is not unreasonable to expect that one project would be more than \$100,000.

Based on these items, it is likely that the return on investment for installation of gates is a minimum of 3-5 years. After that, the likely return on investment at any one park is likely to be less than \$50,000 per park.

#### **RECOMMENDATION**

With the knowledge that the program generated a peak of \$110,000 in 2016, it is likely that a \$5 per day fee could result in a 90% decrease in park usage. This is based on the lack of trend data to indicate that there has been a significant growth in park visitors over the past decade, as park usage has decreased slightly over the past five years. Therefore, it is not recommended to move forward with a fee for parks as a 90% decrease in park usage is relatively similar to eliminating access to parks to the majority of residents, especially those without economic means.

In addition, there is a significant risk that the cost for data services, maintenance of gates, or fees to a monitoring company would greatly reduce the potential revenue generated from the program.

If the Board does wish to explore this further, staff seeks direction on whether the parks should be gated or monitored and which parks should be considered for a fee. An option to offset initial park costs would be to utilize the capital reserve. If the Board desires to pursue this path the first step would be for staff to contract with a design and engineering firm to develop construction documents that could be placed out to bid.

**TRUSTEES**

Cathy Ulrich  
Daniel Unger  
Matt Wahlert

**FISCAL OFFICER**

Jeffrey D. Baker

**ADMINISTRATOR**

Jeff Weckbach

**Senior Services Analysis****Strategic Goal #1 – Financial Stability**

Colerain Township's Public Services Department, which includes the Senior & Community Center, is funded by the Township's General Fund. Due to increasing financial challenges that have placed additional strain on the General Fund, the Public Services Department is looking for a viable long-term funding source. This initiative analyzes the options to help reduce the financial burden of the Senior Center.

**Background**

Colerain Township has contracted with the Clippard Family YMCA to provide services for the last nine years. The Township pays the YMCA \$60,000/year to offer programming Monday-Friday at the Colerain Township Senior & Community Center. Colerain Township supplies the facility, utilities and maintenance of the facility and grounds, and light janitorial services through the Parks Department, and the part-time bus driver. The YMCA supplies 4 staff members and volunteers put in 10,462 hours each year to serve the 218 Colerain Residents, 87 Non-Colerain Residents. Additionally, they offer programs to 1,081 SilverSneakers members and 532 Renew Active members as well. The average group exercise class size is 52 members!

With each passing year, the programming options available to our residents age 50 and over have continued to increase. Operating hours have expanded for 2025 and there have been questions from the YMCA about expanding further and offer evening programming.

**Overview: The Importance of the Senior Center**

The Clippard Family YMCA & Colerain Senior Center program is titled "Forever Young." They use this title because their mission is to offer programs that build a healthy spirit, mind and body. They strive to enrich more lives, more seniors and more families to further strengthen this community. They embrace friendships and mentoring in strong relationships between members, staff, volunteers, participants and community partners.

Seniors stay socially connected, active and healthy, virtually or in person, at the Colerain Senior Center and the Clippard Family YMCA. They provide senior resources, monthly calendar, in person and virtual exercise & educational learning opportunities, programs, events and more. The benefits of the YMCA's offerings at the Senior & Community Center are immensely important to the enhancement of the well-being of older adults. Key advantages include:

**1. Social Engagement**

- Reduces loneliness and isolation by providing a space to meet and interact with peers.
- Encourages friendships and community bonding.

**2. Physical Health & Wellness**

- Provides fitness classes, such as yoga, tai chi, and Zumba, to promote mobility and strength.
- Offers health screenings and wellness programs to monitor and improve overall health.

**3. Mental Stimulation**

- Organizes educational workshops and guest lectures to keep minds active.
- Includes puzzles, games, and memory-enhancing activities to support cognitive function.

**4. Emotional Well-being**

- Provides a sense of purpose and belonging.
- Supports mental health through stress-relief activities like meditation and creative arts.

**5. Recreational & Fun Activities**

- Offers hobbies such as arts & crafts, painting, ceramics, quilting, music, billiards, bingo and more.
- They plan outings, dances, and themed events for entertainment.

**6. Nutritional Support**

- Through the Township's grant with the Council on Aging, the YMCA serves nutritious meals and snacks, and during the pandemic, they offered meal delivery services to keep our seniors healthy.
- Educates seniors on healthy eating habits.

**7. Assistance with Daily Living & Resources**

- Connects seniors with community services, assistance, and guidance to stay supported and independent.
- Offers technology assistance to help with digital literacy and staying connected.
- Provides transportation through the Township's grant with Council on Aging's Transportation program to get seniors to the Center for the valuable programming, as well as offering grocery trips and social & educational outings.

**8. Volunteer & Leadership Opportunities**

- Allows seniors to contribute through volunteering programs not just for the Center and the YMCA, but within the community with programs such as Comfort Quilts.
- Provides leadership roles in organizing activities and events.

Overall, senior activity centers help older adults stay active, engaged, and independent while improving their quality of life.

## Alternate Options

Over the past decade, the Senior Center has learned to be exceptional stewards of the Township's budget, ensuring that we maximize resources while delivering needed services and opportunities to keep an aging population active, healthy, and therefore less of a burden and strain on health and social services. How can we continue to provide valuable services for our community while addressing the Township's overall financial challenges? I have explored two options.

### Option 1: Revise the Township's Agreement with the YMCA

- Without knowing the Clippard Family YMCA's exact numbers, online calculators estimate the YMCA makes somewhere between \$300-400,000 each year from Silver Sneakers based off of their membership numbers.
- \$60,000 a year is paid directly from Colerain Township to the YMCA in addition to building space, maintenance and utilities.
- Colerain Township maintains one paid rental – Ohio Virtual Academy, which brings in approximately \$10,000/year. The rental is one month long and causes an interruption in senior services for the month, but it helps offset operating costs for the Township. Due to staffing concerns and issues, other rentals ceased in 2020.
- The YMCA would like to expand programming hours. Their primary site on Cheviot Road does not offer enough space to accommodate while our building sits empty each evening.
- If we offer the building to the YMCA to program as they see fit, to use as much or as little as they wish and they assume the rentals, we could negotiate to eliminate our \$60,000 fee. With this, we could save on staff time in cleaning the building and buying supplies. To maintain our ability to use the space for emergencies, large scale town hall meetings, or large public hearings, we, as landlords, would continue to mow the grass and provide necessary building maintenance.
- Colerain could further look to transfer the COA grant to the YMCA and with it, the expense of meals, health license fees, and most operating supplies.

- With unlimited access to the facility, the YMCA can restructure their operations to recoup the money lost from Colerain's contract.

#### Option #2: Cancel the YMCA Contract and Assume Programming

- While it seems as if the YMCA brings in quite a bit of funding with their Silver Sneakers program, we do not have figures on what their expenses are.
- We would have to hire several staff members. When the Colerain Township Senior and Community Center was fully staffed by Township employees, we employed 10 people (1 of the ten was shared with Public Works) to provide programming to a comparable number of members.
- The YMCA has established resources to offer this type of service, beyond Colerain Township's abilities, especially if we would be starting from scratch.
- The YMCA has done an amazing job. On any given day, during operating hours, you will see a full parking lot. Why would we mess with their tremendous success!
- The current YMCA programming numbers may not directly carry over if the Township resumes control of programming. Several factors could impact membership retention, including the variety of programs offered by the YMCA at its branch, established relationships between members and YMCA staff, and potential changes in programming structure. As a result, the Township would likely need to invest time and effort in rebuilding the Senior Center's membership base to align with its own offerings and operational approach.

#### **In Conclusion**

The Colerain Township Public Services Department understands that senior centers play a crucial role in helping older adults stay active, engaged, and independent while improving their quality of life. As we evaluate the future of programming at the Senior Center, our goal is to create a welcoming and enriching environment that meets the diverse needs of our community. We recognize the importance of continuity, quality programming, and strong relationships in maintaining and growing membership. Moving forward, we are committed to exploring the best possible options to ensure that the Senior Center remains a valuable resource, fostering social connections, wellness, and lifelong learning opportunities for all who participate, and in my opinion, I feel strongly that the YMCA is the best organization to continue these services for our community while addressing the Township's overall financial challenges. Revisiting the YMCA's contract, and negotiating terms that both parties find favorable, we can successfully alleviate strain to the General Fund while offering an exceptional service to our community.

Please let me know if you have any further questions or need additional information.



# PUBLIC SERVICES

---

Department: Administration  
Department Director: Tiphonie Mays, Assistant Administrator

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

---

Motion to Adopt Final Legislation for Poole Road Sidewalks with Ohio Department of Transportation  
Recommend ADOPTION of the Motion.

Rationale:

This agenda item will allow the Administrator to execute agreements with ODOT for the Poole Road sidewalk project. This project is anticipated to be bid by ODOT in the late summer/early fall of 2025 with construction scheduled for 2026. The Township's estimated local contribution to the project is \$241,518. The Township previously was awarded federal funding through the Transportation Alternatives grant for \$265,894. The Township plans on submitting a grant request through SORTA to offset the local contribution.

## **FINAL RESOLUTION**

The following Final Resolution enacted by the Board of Township Trustees, **Colerain** Township, Hamilton County, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **11th day of February, 2025**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of sidewalk improvements on the south side of Poole Road (C.R. 91) from Cheviot Road to Colerain Avenue (U.S. 27) including new sidewalk along with drainage, curb ramp, and signage upgrades, lying within Colerain Township, Hamilton County; and**

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The Township agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the township limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **Two Hundred Forty-One Thousand Five Hundred Eighteen and - - - 00/100 Dollars, (\$241,518.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Two Hundred Forty-One Thousand Five Hundred Eighteen and - - - 00/100 Dollars, (\$241,518.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Township Administrator** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume \_\_\_\_\_, at Page \_\_\_\_\_, and under date of \_\_\_\_\_, 20\_\_\_\_.

Legislative Authority of the  
Board of Township Trustees  
**Colerain** Township, Hamilton County, Ohio

\_\_\_\_\_  
**Township Administrator**

SEAL  
(If Applicable)

\_\_\_\_\_  
Clerk (Secretary Ex-Officio)

**FISCAL OFFICER'S CERTIFICATE**  
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$241,518.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **C.R. 91**, more particularly described as follows:

**The project consists of sidewalk improvements on the south side of Poole Road (C.R. 91) from Cheviot Road to Colerain Avenue (U.S. 27) including new sidewalk along with drainage, curb ramp, and signage upgrades, lying within Colerain Township, Hamilton County; and**

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of **Colerain** Township, Hamilton County, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume \_\_\_\_\_, at Page \_\_\_\_\_,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Fiscal Officer's Seal)  
(If Applicable)

\_\_\_\_\_  
Fiscal Officer of the  
Board of Township Trustees  
**Colerain** Township, Hamilton County, Ohio

**C O N T R A C T**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of Township Trustees, **Colerain** Township, Hamilton County, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I:**            **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II:**        **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**The project consists of sidewalk improvements on the south side of Poole Road (C.R. 91) from Cheviot Road to Colerain Avenue (U.S. 27) including new sidewalk along with drainage, curb ramp, and signage upgrades, lying within Colerain Township, Hamilton County.**

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the STATE.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Two Hundred Forty-One Thousand Five Hundred Eighteen and - - - - 00/100 Dollars, (\$241,518.00).**
5. **The LPA agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the LPA's limits, less the amount of Federal-Aid funds set aside by the STATE for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

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

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.

2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
  - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
  - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
  - E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
  - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows:

**Colerain Township, Hamilton County  
4200 Springdale Road  
Colerain Township, Ohio  
45251**

Ohio Department of Transportation  
Office of Contract Sales & Estimating  
1980 West Broad Street, MS 4110  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

#### **SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

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

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY**  
Board of Township Trustees  
**Colerain** Township, Hamilton County

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
**Township Administrator**

\_\_\_\_\_  
Date

Approved:  
Dave Yost  
Attorney General of Ohio

By: \_\_\_\_\_  
Alan H. Klodell  
Senior Assistant Attorney General  
Executive Agencies Section, Transportation Unit

**OHIO DEPARTMENT OF TRANSPORTATION  
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: **Helene Ware**

Senior Financial Analyst

Ohio Department of Transportation

Office of Contract Sales & Estimating - #4110

1980 West Broad Street, 4th Floor

Columbus, Ohio 43223

**PID No. 119068**

**Invoice No. 11873**

To: **Colerain Township, Hamilton County**  
**4200 Springdale Road**  
**Colerain Township, Ohio**  
**45251**

**Federal Project No. E240378**  
**Hamilton County**  
**Colerain Township**  
**C.R. 91**

**PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE**

| <b>Proposal of Participation</b> | <b>Type of Agreement</b> | <b>Amount</b>       |
|----------------------------------|--------------------------|---------------------|
|                                  |                          | <b>\$241,518.00</b> |

Contract amount . . . . . \$211,000.00

ODOT Engineering amount. . . . . \$ 30,518.00

For the improvement of that portion of **C.R. 91**, more particularly described as follows:

**The project consists of sidewalk improvements on the south side of Poole Road (C.R. 91) from Cheviot Road to Colerain Avenue (U.S. 27) including new sidewalk along with drainage, curb ramp, and signage upgrades, lying within Colerain Township, Hamilton County.**

|                         |                     |
|-------------------------|---------------------|
| <b>Total Amount Due</b> | <b>\$241,518.00</b> |
|-------------------------|---------------------|

Ohio Department of Transportation

By: \_\_\_\_\_  
Administrator, Office of Contract  
Sales & Estimating

# PUBLIC SERVICES

---

Department: Administration  
Department Director: Tiphonie Mays, Assistant Administrator

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

---

Motion to Adopt Final Legislation for Springdale Road (east) Sidewalks with Ohio Department of Transportation  
Recommend ADOPTION of the Motion.

Rationale:

This agenda item will allow the Administrator to execute agreements with ODOT for the Springdale Road East sidewalk project. This project is anticipated to be bid by ODOT in April of 2025 with construction scheduled for Summer/Fall of 2025. The Township's estimated local contribution to the project is \$258,567.50. The Township previously was awarded federal funding through the Transportation Alternatives grant for \$262,615. The Township also received a grant in January of 2025 from the state of Ohio to cover \$563,572.10. The Township plans on submitting a grant request through SORTA to offset the local contribution.

## **FINAL RESOLUTION**

The following Final Resolution enacted by the Board of Township Trustees, **Colerain** Township, Hamilton County, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on the **24th day of September 2024**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

**The project consists of the construction of new sidewalks on both sides of Springdale Road (C.R. 96) from Colerain Road (U.S.R. 27) to Loralinda Drive including upgrades to pedestrian crossings, curb, curb ramps, pavement repair, asphalt concrete surfacing, drainage upgrades, traffic signal upgrades, and pavement markings, lying within Colerain Township; and**

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

**The Township agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the township limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**

The share of the cost of the LPA is now estimated in the amount of **Two Hundred Fifty-Eight Thousand Five Hundred Sixth-Seven and - - - 50/100 Dollars, (\$258,567.50)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Two Hundred Fifty-Eight Thousand Five Hundred Sixth-Seven and - - - -50/100 Dollars, (\$258,567.50)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that the **Township Administrator** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume \_\_\_\_\_, at Page \_\_\_\_\_, and under date of \_\_\_\_\_, 20\_\_\_\_.

Legislative Authority of the  
Board of Township Trustees  
**Colerain** Township, Hamilton County, Ohio

\_\_\_\_\_  
**Township Administrator**

SEAL  
(If Applicable)

\_\_\_\_\_  
Clerk (Secretary Ex-Officio)

**FISCAL OFFICER'S CERTIFICATE**  
(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **\$258,567.50** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **C.R. 96 - 5.25**, more particularly described as follows:

**The project consists of the construction of new sidewalks on both sides of Springdale Road (C.R. 96) from Colerain Road (U.S.R. 27) to Loralinda Drive including upgrades to pedestrian crossings, curb, curb ramps, pavement repair, asphalt concrete surfacing, drainage upgrades, traffic signal upgrades, and pavement markings, lying within Colerain Township; and**

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of **Colerain** Township, Hamilton County, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume \_\_\_\_\_, at Page \_\_\_\_\_,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said fiscal officer, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Fiscal Officer's Seal)  
(If Applicable)

\_\_\_\_\_  
Fiscal Officer of the  
Board of Township Trustees  
**Colerain** Township, Hamilton County, Ohio

**C O N T R A C T**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of Township Trustees, **Colerain** Township, Hamilton County, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I:**            **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II:**        **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

### **SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

### **SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**The project consists of the construction of new sidewalks on both sides of Springdale Road (C.R. 96) from Colerain Road (U.S.R. 27) to Loralinda Drive including upgrades to pedestrian crossings, curb, curb ramps, pavement repair, asphalt concrete surfacing, drainage upgrades, traffic signal upgrades, and pavement markings, lying within Colerain Township.**

### **SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the STATE.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Two Hundred Fifty-Eight Thousand Five Hundred Sixth-Seven and - - - -50/100 Dollars, (\$258,567.50)**
5. **The LPA agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the LPA's limits, less the amount of Federal-Aid funds set aside by the STATE for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

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

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.

2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
  - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
  - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
  - E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
  - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows:

**Colerain Township  
4200 Springdale Road  
Colerain Township, Ohio  
45251**

Ohio Department of Transportation  
Office of Contract Sales & Estimating  
1980 West Broad Street, MS 4110  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

#### **SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

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

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**SEAL**  
(If Applicable)

**OHIO DEPARTMENT OF  
TRANSPORTATION**

**LOCAL PUBLIC AGENCY**  
Board of Township Trustees  
**Colerain** Township, Hamilton County

\_\_\_\_\_  
Director of Transportation

\_\_\_\_\_  
**Township Administrator**

\_\_\_\_\_  
Date

Approved:  
Dave Yost  
Attorney General of Ohio

By: \_\_\_\_\_  
Alan H. Klodell  
Senior Assistant Attorney General  
Executive Agencies Section, Transportation Unit

**OHIO DEPARTMENT OF TRANSPORTATION  
ACCOUNT RECEIVABLE**

Make check payable to: Treasurer of State

Mail to: **Helene Ware**

Project Coordinator/Funding Analyst  
Ohio Department of Transportation  
Office of Contract Sales & Estimating - #4110  
1980 West Broad Street, 4th Floor  
Columbus, Ohio 43223

PID No. 117209  
Invoice No. 11874

To: **Colerain Township**  
**4200 Springdale Road**  
**Colerain Township, Ohio**  
**45251**

**Federal Project No. E240122**  
**Hamilton County**  
**Colerain Township**  
**C.R. 96 - 5.25**

**PLEASE ENCLOSE A COPY OF THIS INVOICE TO IDENTIFY YOUR REMITTANCE**

| Proposal of Participation | Type of Agreement | Amount              |
|---------------------------|-------------------|---------------------|
|                           |                   | <b>\$258,567.50</b> |

Contract amount . . . . . \$212,217.50  
ODOT Engineering amount. . . . . \$ 46,350.00

For the improvement of that portion of **C.R. 96 - 5.25**, more particularly described as follows:

**The project consists of the construction of new sidewalks on both sides of Springdale Road (C.R. 96) from Colerain Road (U.S.R. 27) to Loralinda Drive including upgrades to pedestrian crossings, curb, curb ramps, pavement repair, asphalt concrete surfacing, drainage upgrades, traffic signal upgrades, and pavement markings, lying within Colerain Township.**

|                         |                     |
|-------------------------|---------------------|
| <b>Total Amount Due</b> | <b>\$258,567.50</b> |
|-------------------------|---------------------|

Ohio Department of Transportation

By: \_\_\_\_\_

# DEVELOPMENT

---

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

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

---

Resolution Authorizing the Transfer of Real Property Located in Colerain Township and Owned By Colerain Township Identified as Parcel 510-0013-0011-00 (2800 West Kemper) to the Colerain Township, Hamilton County CIC, Inc.

Recommend ADOPTION of the Motion.

Rationale:

We have identified vacant property that is owned by the Township but is no longer needed. The request is to transfer it to the CIC so that it can be offered to the public for sale and potential development.

**The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,** met in regular session at 6:00 p.m., on the 8<sup>th</sup> day of April, 2025, 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. \_\_\_\_-25**  
**RESOLUTION AUTHORIZING THE TRANSFER OF REAL PROPERTY LOCATED**  
**IN COLERAIN TOWNSHIP AND OWNED BY COLERAIN TOWNSHIP**  
**IDENTIFIED AS PARCEL NO. 510-0013-0011-00 TO THE COLERAIN TOWNSHIP,**  
**HAMILTON COUNTY CIC, INC.**

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

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

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

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

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

1. The Board hereby determines that the property it owns identified as Parcel No. 510-0013-0011-00 of the records of the Hamilton County Auditor, situated in Colerain Township, Hamilton County, Ohio, and titled in the name of the Colerain Township Board of Trustees is no longer required by Colerain Township for its purposes, and that the conveyance of such parcels to the Colerain Township, Hamilton County CIC, Inc. will promote the welfare of the people of Colerain Township, stabilize the economy, increase economic development, provide employment, and assist in the development of industrial, commercial, distribution and research activities or will promote the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax-foreclosed, or other real property in the subdivision, to the benefit of the residents of Colerain Township, Hamilton County and the State of Ohio.

2. That the conveyance of Parcel No. 510-0013-0011-00 to Colerain Township, Hamilton County CIC, Inc. shall be made for consideration of the above referenced benefits to the community and shall be made without advertising and receipt of bids

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

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

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

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

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

Vote Record: Mrs. Ulrich \_\_\_\_\_, Mr. Unger \_\_\_\_\_ and Mr. Wahlert \_\_\_\_\_

ADOPTED this 8<sup>th</sup> day of April, 2025.

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:

---

Brodi Conover  
Colerain Township Law Director

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 8th day of April, 2025.

---

Jeff Baker  
Colerain Township Fiscal Officer

# DEVELOPMENT

---

Department: Administration

Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability  
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

---

## Discussion and Potential Action - Text Amendment for Marijuana Dispensaries

Staff seeks direction on this issue.

### Rationale:

Over the past year and a half, many communities have enacted laws and zoning changes to permit, restrict, or prohibit marijuana dispensaries in their community. Colerain adopted a zoning change to prohibit any marijuana dispensaries in all zoning districts.

Recently, there have been several state-wide conversations about the tax revenue that host communities are set to receive. The projections estimate that any one store will yield around \$250,000 in local host community tax revenue. This information has been shared with Trustees by residents and staff has included this agenda item as an opportunity to discuss any potential changes to zoning for marijuana dispensaries.

# ADMINISTRATION

---

Department: Administration  
Department Director: Tiphonie Mays, Assistant Administrator

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

---

Motion to Approve an Amendment to the Right of Way Acquisition Contract – Environmental Design Group – Temporary Easements for Springdale Road Sidewalk Project - \$7,620.00

Recommend ADOPTION of the Motion.

Rationale:

Due to unforeseen issues with Red Lobster and Spectrum on the approvals, which is outlined in the attached memo, there were many more obstacles to navigate outside of the “normal” acquisition process. The firm is requesting a reimbursement in the amount of \$10,000 due to the additional effort. Due to \$2,380 worth of credits from other portions of the original contract, the total requested additional amount is \$7,620.

March 5, 2025

Tiphonie Mays  
Colerain Township  
4200 Springdale Road  
Colerain Township, Ohio 45251

**Subject: HAM-CR96-5.25 PID 117209 – Amendment #1  
Environmental Design Group No. 24-00290-010**

Dear Ms. Mays,

Per our telephone conversation on February 20, 2025, please find here **Amendment #1 to the Agreement between Colerain Township (Client), and Environmental Design Group, LLC, dated May 9, 2024.** The following item is the change made to the referenced agreement:

Additional effort was required to complete this project due to the following reasons:

**Parcel 13:** Red Lobster took significantly longer to acquire than expected due to the time necessary for working through the requirements of the Red Lobster Corporate Office in California. It also took significant time to locate the correct contacts within their organization. Additional recording time and effort was also required for the property split by both Colerain Township and Hamilton County.

**Parcel 36:** Communications with Charter / Spectrum was a lengthy and difficult process to accomplish and took significantly longer to resolve than was initially anticipated because the correct contacts were difficult to locate. We also needed to begin appropriations for this parcel and Spectrum did not sign until this process commenced.

There were other out of state communications and efforts that required additional time for us to accomplish.

Additional project management time was also necessary to accomplish the above items.

Therefore, in total, we are requesting an additional \$10,000.00 to accommodate the entirety of the additional effort.

It should be noted that there are parts of the existing agreement that will not be required, which include:

The appraisal amount is \$880.00 lower than originally anticipated due to a simpler appraisal format being utilized.

Right-of-Way Staking was not needed for \$1,500.00.

Therefore, the total actual net amount being requested is: \$7,620.00

All assumptions and exclusions from the original referenced contract apply to this scope of services.

The above change will be made for a **task unit fee basis for a sum of \$7,620.00**. Therefore, the total contract amount will be adjusted from a task unit fee sum not to exceed \$38,895.00 \$46,515.00. All previously agreed-upon terms and conditions still apply.

If this change is satisfactory, you may authorize Environmental Design Group to proceed at once by signing one (1) copy of this letter and returning it to Environmental Design Group. If there is a need for clarification, please contact me at 330-375-1390.

Sincerely,



R. Douglas Briggs, P.E., P.S.  
Director

ACCEPTED: Colerain Township

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Name of Client's Designated Representative:

\_\_\_\_\_

# ADMINISTRATION

---

Department: Administration  
Department Director: Tiphannie Mays, Assistant Administrator

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

---

Motion Authorizing Township Administrator to Execute Agreement with Choice One Engineering for Engineering Services for Compton Road Sidewalks for \$237,750.00

Recommend ADOPTION of the Motion.

Rationale:

The Township is positioned to install sidewalks along Compton Road from Colerain Avenue to Pippin Road. This agreement will hire the engineering firm that will oversee and design the project. Choice One Engineering is a firm that had pre-qualified through the Engineer & Design Master Services Agreement process this past January and is pre-qualified with ODOT.



**Date**

March 20, 2025

**Attention**

Tiphannie Mays  
Assistant Township Administrator  
tmays@colerain.org

**Address**

Colerain Township  
4200 Springdale Road  
Colerain Township, Ohio 45251

**Subject**

Agreement for Professional Services  
HAM Compton Road Sidewalk (PID122989)  
HAM-COL-2501

## Dear Ms. Mays:

Choice One Engineering Corporation appreciates the opportunity to provide services for the Compton Road Sidewalk project.

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

This Agreement is subject to the provisions of the following which are attached to and made a part of this Agreement: Scope of Services, Compensation, and Schedule, consisting of 23 pages and Choice One Engineering Corporation Standard Terms & Conditions consisting of three pages.

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

**Colerain Township**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Choice One Engineering Corporation**

  
\_\_\_\_\_  
Bradley A. Warnock, P.E., Project Manager

03-20-2025  
\_\_\_\_\_  
Date

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

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

[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)



# Scope of Services

## Project Snapshot

Choice One intends to provide construction plans for the construction of sidewalk on Compton Road from Colerain Avenue (US 27) to Pippin Road.

## Project Details

- See attached map for project area. Sidewalk will be added on the north Side of Compton Road where it doesn't currently exist between Colerain Avenue and Pippin Road. The project length is approximately 4,900 feet.
- Project is being partially funded by an OKI Transportation Alternatives grant.
- Crossings to the existing curb ramps on the south side of Compton Road will be designed as part of these improvements.
- Sidewalk will be installed with a 4' minimum tree lawn and a 5' wide sidewalk on the north side of Compton Road where possible. This applies even to areas that have existing sidewalk. Where curb currently exists, attached 8' wide walk will be installed.
- Sidewalk will go through existing driveways at 1.56% max cross slope and then driveways will tie back in with existing material. Drive aprons will be replaced with concrete. Drive culverts will be replaced as needed.
- ADA-compliant curb ramps will be installed at all intersections with sidewalk.
- Appropriate signal modifications and pavement markings for the crossing at Pippin Road will be included as part of these improvements.
- No paving work is included in the project scope other than repair contingencies around curb ramps and drive aprons. The road corridor does not currently have curb. No inlet spacing or storm sewer calculations for ODOT will be required unless curb is added.
- Drainage calculations to satisfy Hamilton County Engineer's department will be submitted.
- Material and construction standards will be covered by general notes and specifications.
- No certified traffic is being required by ODOT.
- It is anticipated that 1-acre of earth will be disturbed, so a post construction BMP will be needed for water quality reasons. This 1-acre disturbance will also require a Notice-of-Intent permit to be submitted to the OEPA.
- No street lighting or landscaping will be designed as part of this project.
- If funding for lighting is acquired through another funding program, Choice One will submit an agreement amendment to the client for the lighting design.
- Choice One will contact affected utility companies directly to request basemaps to confirm the utilities marked by OUPS. Electric, telephone, cable, and gas will be relocated by the appropriate company, if necessary. Prior to Stage 1 submittal, Choice One will flag potential utility relocations and impacts for Township for discussion.
- Plans will be designed to Ohio Department of Transportation (ODOT) and Hamilton County standards and specifications.
- Maintenance of Traffic will be covered by general notes and ODOT's standard construction drawings. Traffic will be maintained by flaggers. One lane will most likely need to be closed in the direct area where sidewalks are being installed.
- Airway highway clearance will be submitted as detailed in the LPA scope of service form.
- No geotechnical report is included in this original scope. A geotechnical report will only be needed in areas with retaining walls over 4' tall, and it is unknown if any of those will be needed at this time. If one is required, Choice One will submit an agreement amendment to Client. No walls over 4' tall are anticipated though.
- Environmental document will be done by Choice One subconsultant (Clune Consulting Services). See attached scope for more details.
- Project will be ODOT Let and designed to full ODOT plan standards (see Volume 3 of the ODOT L&D manual). ODOT will handle all construction bidding procedures.
- No construction administration or observation is included in Choice One's scope. This will be handled by ODOT or a task order consultant hired by ODOT.

- No R/W plans or acquisition are included in this initial scope. Once the number of impacted parcels is known, an agreement amendment will be sent for R/W plan development. The eventual R/W acquisition consultant will go under contract with Colerain Township.
- Construction is estimated at \$1,600,000.
- Choice One will conduct services as set forth in the LPA Scope of Services Form from the Scope of Services Meeting on 03/13/2025 (copy attached); and as described further in detail in this agreement, and as defined in the Ohio Department of Transportation's Specifications for Consulting Services.

## **Project Services**

### **1. Topographic Survey**

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

### **2. Environmental Document (by Clune Consulting Services)**

- See attached scope from Clune Consulting Services for specific environmental work based on ODOT's LPA form.

### **3. Construction Plans**

- Design construction plans to include:
  - Title Sheet
  - Schematic Plan
  - Typical Sections
  - Site Plan to Develop Storm Water Pollution Prevention Plan
  - General Notes and Details
  - Intersection Details, including Curb Ramps
  - Subsummaries
  - General Summary and Engineer's Estimate
  - Plan and Profile (scale 1" = 20' horizontal, 1" = 5' vertical)
  - Cross-Sections (scale 1" = 5' horizontal, 1" = 5' vertical)
  - Maintenance of Traffic Notes and Details
  - Pavement Markings and Signage Plan
  - Traffic Control Notes, Details and Plans
- Submit plans to ODOT for Stage 1, 2, 3, and Final Tracings for review and approval.
- Submit plans to Hamilton County with stormwater calculations included in submittal.
- Provide Engineer's Estimate at Stage 1, 2, 3 and Final Tracings in Estimator format.
- Stormwater BMP design, approved by ODOT.
- Field walk project route prior to Stage 1 plans submittal and again prior to Stage 3 plans submittal.

- g. No SWPPP will be provided by Choice One. That will be included as a line item in the bid for the contractor to provide.

## Additional Services

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

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

## Client Responsibilities

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

# Compensation & Schedule

## Compensation

### Lump Sum Fee Schedule

|                                                       |                     |
|-------------------------------------------------------|---------------------|
| Topographic Survey                                    | \$24,250.00         |
| Environmental Document (By Clune Consulting Services) | \$20,050.00         |
| Construction Plans                                    | \$193,450.00        |
| <b>Total</b>                                          | <b>\$237,750.00</b> |

## Schedule

Choice One will submit Stage 1 plans to ODOT by September 26, 2025 assuming we are authorized by May 13, 2025. Choice One will work with ODOT to shift the milestone dates around in Ellis as needed to accomplish this while still bidding the project in Fiscal Year 2028.

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



March 20, 2025

Brad Warnock, P.E. Project Manager  
Choice One Engineering  
8956 Glendale Milford Rd; Suite 1  
Loveland, OH 45140

Re: Scope and Fee Proposal  
HAM-Compton Rd Sidewalk, PID 122989

Mr. Warnock:

Clune Consulting Services (CCS) is providing a proposal to prepare environmental studies for the proposed sidewalk project in the Colerain Township, Hamilton County, Ohio.

Thank you for this opportunity to serve Choice One Engineering, Colerain Township, and ODOT District 8. Please feel free to contact me at (419) 305-0144 or via email at [Nicole@CluneConsult.com](mailto:Nicole@CluneConsult.com) to discuss or request additional information.

Sincerely,



Nicole A. Clune, P.E.  
Owner/Principal

Attachments: Scope & Fee Proposal

## SCOPE & FEE PROPOSAL: HAM-COMPTON RD SIDEWALK, PID 122989

### PROPOSAL COST SUMMARY

#### ENGINEERING AND TECHNICAL SERVICE COST PRICE PROPOSAL AND LABOR RATES FOR HAM-Compton Rd Sidewalk PID 122989

Proposal Date: 3/20/2025

CONSULTANT: Clune Consulting Services, LLC

PROJECT DESCRIPTION: Conduct environmental studies for the proposed sidewalk project in the Colerain Township, Hamilton County, Ohio.

Average Overhead Rate = 159.98% (Net Fee Calc.)

Overhead Percentage = 129.08%

Net Fee Percentage = 11.00%

Cost of Money = 0.00%

| Task Description                                         | Hourly Rate    | Total Hours | Labor Costs       | Overhead Costs    | Cost of Money | Direct Costs      | Subcon Costs  | Net Fee           | Total Cost         |
|----------------------------------------------------------|----------------|-------------|-------------------|-------------------|---------------|-------------------|---------------|-------------------|--------------------|
| <b>Environmental Activities</b>                          |                |             |                   |                   |               |                   |               |                   |                    |
| <b>Environmental Studies and Document</b>                |                |             |                   |                   |               |                   |               |                   |                    |
| 1. C2 Environmental Document                             | \$48.81        | 32          | \$1,562.00        | \$2,016.23        | \$0.00        | \$0.00            | \$0.00        | \$446.70          | \$4,024.93         |
| 2. Level 1 Ecological Survey Report                      | \$34.78        | 40          | \$1,391.00        | \$1,795.50        | \$0.00        | \$668.70          | \$0.00        | \$397.80          | \$4,253.00         |
| 3. Regulated Materials Review Screening                  | \$36.70        | 46          | \$1,688.00        | \$2,178.87        | \$0.00        | \$0.00            | \$0.00        | \$482.73          | \$4,349.60         |
| 4. Public Involvement                                    | \$49.50        | 10          | \$495.00          | \$638.95          | \$0.00        | \$364.50          | \$0.00        | \$141.56          | \$1,640.01         |
| 5. Waterway Permit Determination Request - if authorized | \$44.15        | 20          | \$883.00          | \$1,139.78        | \$0.00        | \$0.00            | \$0.00        | \$252.52          | \$2,275.29         |
| <b>Environmental Studies and Document Subtotal</b>       | <b>\$40.67</b> | <b>148</b>  | <b>\$6,019.00</b> | <b>\$7,769.33</b> | <b>\$0.00</b> | <b>\$1,033.20</b> | <b>\$0.00</b> | <b>\$1,721.30</b> | <b>\$16,542.83</b> |
| <b>Project Management Activities</b>                     |                |             |                   |                   |               |                   |               |                   |                    |
| General Oversight                                        | \$68.05        | 20          | \$1,361.00        | \$1,756.78        | \$0.00        | \$0.00            | \$0.00        | \$389.22          | \$3,506.99         |
| <b>Project Management Activities Subtotal</b>            | <b>\$68.05</b> | <b>20</b>   | <b>\$1,361.00</b> | <b>\$1,756.78</b> | <b>\$0.00</b> | <b>\$0.00</b>     | <b>\$0.00</b> | <b>\$389.22</b>   | <b>\$3,506.99</b>  |
|                                                          | (AVG.)         |             |                   |                   |               |                   |               |                   |                    |
| <b>Subtotal Authorized Items</b>                         | <b>\$43.90</b> | <b>148</b>  | <b>\$6,497.00</b> | <b>\$8,386.33</b> | <b>\$0.00</b> | <b>\$1,033.20</b> | <b>\$0.00</b> | <b>\$1,858.00</b> | <b>\$17,774.53</b> |
| <b>Subtotal If Authorized Items</b>                      | <b>\$44.15</b> | <b>20</b>   | <b>\$883.00</b>   | <b>\$1,139.78</b> | <b>\$0.00</b> | <b>\$0.00</b>     | <b>\$0.00</b> | <b>\$252.52</b>   | <b>\$2,275.29</b>  |
| <b>TOTAL</b>                                             | <b>\$43.93</b> | <b>168</b>  | <b>\$7,380.00</b> | <b>\$9,526.10</b> | <b>\$0.00</b> | <b>\$1,033.20</b> | <b>\$0.00</b> | <b>\$2,110.52</b> | <b>\$20,049.82</b> |

## PROJECT NARRATIVE

### **Project Understanding**

Colerain Township, in partnership with the Ohio Department of Transportation, is proposing to install a sidewalk on the north side of Compton Road between Colerain Avenue and Pippin Road. This project will provide a continuous pedestrian network for schools (Houston Early Learning Center) and the main corridor of Colerain Avenue for public transportation access.

Permanent and/or temporary right-of-way will be required to complete this work. Construction is scheduled to begin in March 2028 and be completed in November 2028.

Based upon discussions with Choice One Engineering and ODOT District 8, the following tasks will be performed for the project.

Task 1: C2 Environmental Document

Task 2: Level 1 Ecological Survey Report

Task 3: Regulated Materials Review Screening

Task 4: Public Involvement

*Task 5: Waterway Permit Determination Request – if authorized*

### **Task 1: C2 Environmental Document**

CCS will prepare a Level C2 Environmental Document for this project. All draft technical reports and related project information will be submitted electronically to the ODOT EnviroNet for review.

The CE preparation includes the following tasks:

- Project description
- Farmland Screening
- Literature search for Section 4(f)/6(f) properties
- FEMA Floodplain (FIRM) Mapping
- Literature search for Drinking Water Resources and associated plan notes

### **Assumptions:**

- ODOT and/or the Colerain Township will complete any other studies not listed in this scope of work, including the Section 106 Scoping Request and cultural resources Section 4(f).
- No additional air or noise studies are included as part of this proposal.

### **Task 2: Level 1 Ecological Survey Report (ESR)**

CCS will conduct the necessary ecological investigations for completion of a Level 1 ESR, per the most recent ODOT Ecological Manual and all pertinent technical guidance documents. The ESR will be prepared utilizing the ODOT online Level 1 Ecological Survey Report form on EnviroNet, including all recommended mapping, plan sheets, data forms and worksheets.

Based on desktop review of potential resources and documentation provided by ODOT, CCS estimates the level of effort as a low to medium-level, per the ODOT Consultant Fee Estimation Guidance. It is assumed the field survey can be completed in one day. CCS has included 6 hours for two field staff to drive to and from the site.

CCS will upload the GPS files of ecological resources to EnviroNet and email them to COE for the purpose of including these resources in plan sheets and ODOT's database.

Assumptions:

- CCS will draft a study area and calculate impacts to resources based on the Stage 1 plans.
- Field work may occur outside the normal field season (May-October).
- Streams within the survey area will not require mussel reconnaissance/mussel surveys.
- OHWM elevations (if applicable) will be collected by others.
- If no ecological resources are identified within the project area, CCS will complete an Ecological Exempt Form in EnviroNet in place of the Level 1 ESR.

**Task 3: Regulated Materials Review (RMR) Screening**

CCS will conduct an RMR Screening in accordance with the most recent ODOT RMR Manual. The RMR screening will include investigations of various sources and evaluations of properties within the project limits to assess project risks. Investigations can include review of mapping from USGS, current and historic aerial photographs, roadway maps, and the RMR Analysis Viewer.

Assumptions:

- CCS estimates a low to medium-level of effort per the ODOT Consultant Fee Estimation Guidance, with four properties in need of a Regulatory File Review.
- Deep excavation and permanent right-of-way may be needed for the project. If the locations of deep excavation and permanent right-of-way takes (including total takes) are known, the Designer will provide that information for inclusion in the report.

**Task 4: Public Involvement**

Under the direction of ODOT District 8 and in accordance with the most recent ODOT Public Involvement Manual and Public Involvement Toolbox, public involvement activities for the project will include Property Owner Notification Letters (PONLs) and Project Notification Letters (PNLs).

Property Owner Notification Letters

As necessary for preliminary field studies, CCS will prepare PONLs, also serving as right-of-entry letters, for property owners within the project area. The PONLs will discuss the proposed field work and potential project impacts. CCS will be responsible for developing the mailing list, preparing the draft letters which will be sent for review and approval, and mailing the letters.

Project Notification Letters

CCS will prepare PNLs that will be distributed to local schools, public services, and EMS providers. The PNLs will discuss the proposed project and potential impacts. CCS will be responsible for developing the mailing list, preparing the draft letters which will be sent for review and approval, and mailing the letters.

Assumptions:

- Township staff will be listed as the point of contact on all Public Involvement materials and will provide branding for the materials.

- Section 106 and Section 4(f)-related public involvement (if applicable) will be completed by others.
- The township will be responsible for collecting and sending the responses to public comments.
- The township will provide all public comments and responses to comments for CCS to include as part of the C2 Environmental Document.

**Task 5: Waterway Permit Determination Request (PDR) – If Authorized**

The purpose of the PDR is to request the ODOT-Office of Environmental Services (OES) Waterway Permits Unit to review proposed waterway impacts, determine the appropriate permitting and mitigation approach for the project, and apply a waterway permit when applicable.

If authorized, CCS will prepare the PDR form by following the current ODOT Waterway Permits Manual. Aquatic resources will be listed and impacts (including temporary and permanent fill types and quantities for each resource) will be calculated.

**Assumptions:**

- Worst case impacts will be calculated based on Stage 2 design plans.
- The Ordinary High Water Mark (OHWM) elevation of all streams that will be impacted will be provided by COE or the survey consultant.
- The PDR will address impacts to no more than 5 resources.
- COE will provide the completed TAF Checklist(s) for submittal with the PDR.

## PROJECT SCHEDULE

Following is a suggested schedule for the submittal of the proposed tasks based on discussion with Choice One Engineering and assuming Stage 1 Design is complete by is 10/24/25 (including Preliminary ROW):

|                                            |                             |
|--------------------------------------------|-----------------------------|
| ATP.....                                   | June 2025                   |
| Public Involvement .....                   | 2 weeks prior to field work |
| Ecological Field Work .....                | Fall 2025                   |
| Regulated Materials Review Screening ..... | December 2025               |
| Level 1 Ecological Survey Report.....      | February 2026               |
| C2 Environmental Document.....             | July 1, 2026                |

Dates may change if unexpected delays occur during project coordination, development of project plan sheets, right-of-way information and/or survey data availability, authorization or due to inclement weather/stream conditions.

## LPA SCOPE OF SERVICES FORM

### A. Project Identification

|                                               |                      |         |                                   |                |                    |
|-----------------------------------------------|----------------------|---------|-----------------------------------|----------------|--------------------|
| County                                        | Hamilton             | Route   | CR 217<br>(Compton Road)          | Section        | 0-0.88<br>Sidewalk |
| Project sponsor / Maintenance responsibility: |                      |         | Colerain Township/Hamilton County |                |                    |
|                                               |                      |         |                                   |                |                    |
| Local Let                                     |                      |         |                                   | ODOT Let       | X                  |
| Scope field review:                           |                      | 3-13-25 |                                   | Scope meeting: | 3-13-25            |
| Highway Functional Classification             |                      |         | Minor Arterial (Urban)            |                |                    |
| PID                                           | 122989               |         |                                   |                |                    |
| Fiscal Year                                   | Construction Q4 FY28 |         | Proposed Sale Date                |                | Sale Q3 FY28       |

### B. Design Standard

|                                                              |
|--------------------------------------------------------------|
| AASHTO/ODOT, HCEO, MMDG, PROWAG (metro guide shared in chat) |
|--------------------------------------------------------------|

### C. Project Description

|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Proposed Improvements: | The project consists of installing sidewalk along the north side of Compton Road between Colerain Avenue and Pippin Road. There is only one small section (340 feet) of sidewalk that exists on this route. This project will provide a continuous pedestrian network from the schools (Houston Early Learning Center) and main corridor of Colerain Avenue for public transportation access. Walk connected to curb will be 8' from BOC, walk separated will be 5' wide with a minimum 4' buffer but proposed 5'. |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                                  |                                                                                                                                                                                                                                                             |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Prior studies / plan (identify): | <u>Colerain Sidewalk Plan:</u><br><a href="https://cagisportal.maps.arcgis.com/apps/MapJournal/index.html?appid=981a5107cebb4185a91f532cff33052c">https://cagisportal.maps.arcgis.com/apps/MapJournal/index.html?appid=981a5107cebb4185a91f532cff33052c</a> |
|                                  |                                                                                                                                                                                                                                                             |

|                                                                             |          |                                 |          |                                          |  |
|-----------------------------------------------------------------------------|----------|---------------------------------|----------|------------------------------------------|--|
| Estimated Project Length: (begin pavement to end pavement including bridge) |          |                                 |          | <i>4,690 Feet</i><br><i>(0.89 miles)</i> |  |
| Work Length: (including project length & approach work)                     |          |                                 |          | 0.9 miles                                |  |
|                                                                             |          |                                 |          |                                          |  |
| Alignment:                                                                  | Existing | roadway                         | proposed | sidewalk                                 |  |
| Profile:                                                                    | Existing | roadway                         | proposed | sidewalk                                 |  |
| Logical Termini:<br>(w/explanation)                                         |          | Colerain Avenue and Pippin Road |          |                                          |  |
|                                                                             |          |                                 |          |                                          |  |

**D. Typical Sections****Existing:**

|            |                            |                                |                           |        |                                        |                               |
|------------|----------------------------|--------------------------------|---------------------------|--------|----------------------------------------|-------------------------------|
| Width:     | Pavement                   | varies                         | Graded Shoulder           | varies | Treated Shoulder                       | varies                        |
| R/W        | TBD during survey & design |                                |                           |        |                                        |                               |
| Bridge:    | face to face of rails      | N/A                            | or toe to toe of parapets |        | N/A                                    |                               |
| Curbs      | Yes                        | X (small sections of ex. Curb) |                           | No     | Majority of section does not have curb |                               |
| Curb ramps | Yes                        | X (at particular locations)    |                           |        | No                                     |                               |
| Sidewalks  | Yes                        | X                              | No                        |        | Comment                                | Small portion may be replaced |
| Guardrail  | Yes                        | X                              | No                        |        | Type                                   | TBD                           |

**Proposed:**

|             |          |               |                 |      |                  |                                                                                                  |
|-------------|----------|---------------|-----------------|------|------------------|--------------------------------------------------------------------------------------------------|
| Width:      | Pavement | Remain exist. | Graded Shoulder | Same | Treated Shoulder | same                                                                                             |
| Bridge      | N/A      |               |                 |      |                  |                                                                                                  |
| Median:     | Yes      |               | No              | x    | Type             |                                                                                                  |
| Curbs:      | Yes      |               | No              | x    | Type             |                                                                                                  |
| Curb ramps: | Yes      | X             | No              |      |                  |                                                                                                  |
| Sidewalks   | Yes      | X             | No              |      | Comment          | 5' detached, 4' minimum buffer, 5' proposed in some areas and 8' attached from BOC in some areas |
| Guardrail   | Yes      |               | No              |      | Type             | TBD                                                                                              |

**Supplemental Information**

|              |                           |                   |               |
|--------------|---------------------------|-------------------|---------------|
| ADT          | 11,000 (2028)             | Design ADT        | 11,500 (2048) |
| DHV          | 1,400                     | Certified Traffic | Not required  |
| T24          | 1%                        |                   |               |
| Design Speed | 35 mph                    | Legal Speed       | 35 mph        |
| Comments:    | Information from ODOT TFM |                   |               |

**E. Right-of-Way**

|                                |     |   |    |   |
|--------------------------------|-----|---|----|---|
| Right-of-Way Plan:             | Yes | X | No |   |
| Approximate Number of Parcels: | 45  |   |    |   |
| Known relocations:             | Yes |   | No | X |

|                           |                                                       |   |    |   |         |  |
|---------------------------|-------------------------------------------------------|---|----|---|---------|--|
| Railroad Involvement:     | Yes                                                   |   | No | X |         |  |
| Railroad Name:            |                                                       |   |    |   |         |  |
| Encroachments:            | None observed (TBD)                                   |   |    |   |         |  |
| Airway Highway Clearance: | Yes                                                   | X | No |   | Remarks |  |
| Airport Name              | Sheriff Dept helipad is 3 miles away from the project |   |    |   |         |  |
| Comments:                 |                                                       |   |    |   |         |  |

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

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

**F. Utilities**

Aerial:

|             |     |   |    |  |                 |             |
|-------------|-----|---|----|--|-----------------|-------------|
| Phone       | Yes | x | No |  | Name of Company | Alta Fiber  |
| Cablevision | Yes | x | No |  | Name of Company | Various     |
| Power       | Yes | x | No |  | Name of Company | Duke Energy |

Buried:

Revised 12/4/2020

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

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

## G. Structure Requirements

### Existing Structure information: n/a

|                                     |  |  |                   |  |  |            |  |
|-------------------------------------|--|--|-------------------|--|--|------------|--|
| Existing Structure Information: N/A |  |  |                   |  |  |            |  |
| Structure type:                     |  |  |                   |  |  |            |  |
| Sufficiency Rating:                 |  |  | General Appraisal |  |  | Bridge No. |  |

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

**Proposed Structure: n/a**

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

**H. Design Exception(s) required**

|     |  |    |   |         |            |
|-----|--|----|---|---------|------------|
| Yes |  | No | X | Explain | Low speeds |
|-----|--|----|---|---------|------------|

**I. Traffic Control**

|           |     |   |    |   |         |                                                                                                                     |
|-----------|-----|---|----|---|---------|---------------------------------------------------------------------------------------------------------------------|
| Signing:  | Yes | x | No |   | Remarks | Relocate existing signs for the new sidewalk if necessary, prop signing for locations with RRFB and crosswalks      |
| Striping: | Yes | x | No |   | Remarks | Application of crosswalks and adjustments to other striping at intersections as necessary to accommodate crosswalks |
| Lighting: | Yes |   | No | x | Remarks | Consider lighting at crosswalks, consider 'positive' lighting when possible                                         |
| Signals:  | Yes | X | No |   | Remarks | Compton and Pippin Road signal                                                                                      |
| RPM's:    | Yes |   | No | x | Remarks |                                                                                                                     |

**J. Maintenance of Traffic**

Revised 12/4/2020

|          |                                                   |            |   |
|----------|---------------------------------------------------|------------|---|
| Detour   |                                                   | Part Width | X |
| Remarks: | Lane closures to allow for work on the north side |            |   |

## K. Driveways

|     |   |    |  |      |                                                                                                                                                    |
|-----|---|----|--|------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| Yes | X | No |  | Type | Residential and commercial. Sidewalk should go through the driveways and meet ADA requirements. Some aprons need to be rebuilt to accomplish this. |
|-----|---|----|--|------|----------------------------------------------------------------------------------------------------------------------------------------------------|

## L. Project Funding

|                                                                         |                                                                                          |     |    |     |    |
|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------|-----|----|-----|----|
| Project Cost Estimate                                                   | OKI TA funds capped at \$1,000,000 in construction funds requires a 20% local match      |     |    |     |    |
| Quantity splits needed in plans to differentiate funding participation: |                                                                                          |     |    | Yes | No |
|                                                                         |                                                                                          |     |    | X   |    |
| Comments:                                                               | If additional funds such as SORTA is brought into project, then this may require a split |     |    |     |    |
| Coordination with Concurrent Projects Required:                         |                                                                                          | Yes | No | X   |    |
| Comments:                                                               |                                                                                          |     |    |     |    |

Cost Estimates:

|                   | Total Federal Funds/Percent Split |    | Total Local Funds/Percent Split |     |
|-------------------|-----------------------------------|----|---------------------------------|-----|
| PE                |                                   |    | \$87,000                        | 100 |
| RIGHT OF WAY      |                                   |    | \$174,000                       | 100 |
| UTILITIES         |                                   |    |                                 |     |
| CONSTRUCTION      | \$1,000,000                       | 80 | \$250,000                       | 20  |
| CONST ENGINEERING |                                   |    | \$87,500                        | 100 |
| TOTAL             | \$1,000,000                       |    | \$598,500                       |     |

**M. Cost Recovery**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |     |  |    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|----|--|
| Does the LPA intend to recover any Direct Labor Costs associated with this project?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes |  | No |  |
| Does the LPA intend to recover any Fringe and Overhead Costs associated with this project?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes |  | No |  |
| <p>What Cost Recovery method does the LPA intend to utilize?</p> <p> <input type="checkbox"/> 1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.<br/> <input type="checkbox"/> 2. Direct Labor plus indirect costs determined using the Federal De Minimis Indirect Cost Rate<sup>a</sup><br/> <input type="checkbox"/> 3. Direct Labor plus Approved Fringe Benefit Costs (fringe benefits only)<sup>b</sup>, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.<br/> <input type="checkbox"/> 4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate. </p> |     |  |    |  |
| Does the LPA currently have a timekeeping system in place?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes |  | No |  |
| If so, does that system track both payroll and project hours concurrently?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes |  | No |  |
| If different systems, how does the LPA reconcile project hours to payroll?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |  |    |  |
| How often are payroll records prepared?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |  |    |  |

<sup>a</sup> The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. Regardless of whether the LPA prepares a CAP or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs and associated indirect costs only if such costs are accumulated, tracked, and allocated in accordance with such systems. Before an LPA is eligible to elect the de minimis rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. To obtain this approval, LPAs will be required to complete an Internal Control Questionnaire (ICQ), and LPAs with compliant time-tracking systems will be granted approval (be prequalified) to apply the de minimis rate.

<sup>b</sup> Annually, the LPA shall submit an updated rate for review and approval by the ODOT Office of External Audits.

|                                                                                                                                                                                                                                   |     |  |    |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|----|--|
| For employees working on multiple activities, does the LPA track daily time by activity/project on the time sheets?<br><i>(only tracking hours worked on Federal projects is non-compliant. All activity hours must be shown)</i> | Yes |  | No |  |
| Does the LPA ensure that timecards are signed by the employee?                                                                                                                                                                    | Yes |  | No |  |

## N. Environmental

| Scope of the Proposed Action /Involvement with Resources:                                                                                                                                                                                                                   |              |          |                                   |               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|-----------------------------------|---------------|
| These are actions and/or items the District Environmental Staff deems necessary to address as part of the LPA project environmental documentation. This form is not all inclusive, and more items may be required upon initiation of agency coordination and field studies. |              |          |                                   |               |
|                                                                                                                                                                                                                                                                             | Not required | Required | Responsibility                    | COMMENTS      |
| Tentative CE Level ____ C2__                                                                                                                                                                                                                                                |              | X        | Colerain Township/Preq Consultant |               |
| Purpose and Need Statement                                                                                                                                                                                                                                                  | X            |          |                                   |               |
| Section 106 Scoping Request Form                                                                                                                                                                                                                                            |              | X        | ODOT                              |               |
| Cultural Resource Phase I                                                                                                                                                                                                                                                   | X            |          | TBD                               | TBD           |
| Cultural Resource Phase II                                                                                                                                                                                                                                                  | X            |          |                                   |               |
| Cultural Resource Mitigation                                                                                                                                                                                                                                                | X            |          |                                   |               |
| Cultural Resource Section 4(f)                                                                                                                                                                                                                                              |              | X        | ODOT                              |               |
| Data Recover Plan-Documentation for Consultation                                                                                                                                                                                                                            | X            |          |                                   |               |
| Section 4(f)/6(f)-Park/Recreation                                                                                                                                                                                                                                           | X            |          |                                   |               |
| Recreational Boating                                                                                                                                                                                                                                                        | X            |          |                                   |               |
| Level 1 Ecological Survey Report                                                                                                                                                                                                                                            |              | X        | Colerain Township/Preq Consultant |               |
| Level 2 Ecological Survey Report                                                                                                                                                                                                                                            | X            |          |                                   |               |
| Wetland Survey                                                                                                                                                                                                                                                              | X            |          |                                   |               |
| Section 9/Section 10 Stream                                                                                                                                                                                                                                                 | X            |          |                                   |               |
| 404 NWP-Army Corps of Engineers                                                                                                                                                                                                                                             |              | X        | Colerain Township/Preq Consultant | If authorized |
| 404 PCN-Army Corps of Engineers                                                                                                                                                                                                                                             | X            |          | Colerain Township/Preq Consultant | TBD           |
| 404 Individual Permit-Army Corps of Engineers                                                                                                                                                                                                                               | X            |          |                                   |               |
| 401 OEPA Certification                                                                                                                                                                                                                                                      | X            |          |                                   |               |

Revised 12/4/2020

|                                     |   |   |                                   |                                      |
|-------------------------------------|---|---|-----------------------------------|--------------------------------------|
| <b>Application</b>                  |   |   |                                   |                                      |
| <b>Coast Guard Coordination</b>     | X |   |                                   |                                      |
| <b>ODNR Coastal Zone</b>            | X |   |                                   |                                      |
| <b>Scenic River</b>                 | X |   |                                   |                                      |
| <b>Farmland Screening or FCIR</b>   |   | X | Colerain Township/Preq Consultant | Part of CE doc                       |
| <b>Public Involvement</b>           |   | X | Colerain Township/Preq Consultant | Letters to prop owners after stage 1 |
| <b>Public Meeting</b>               | X |   |                                   |                                      |
| <b>RMR Screening</b>                |   | X | Colerain Township/Preq Consultant |                                      |
| <b>RMR Assessment/Investigation</b> | X |   |                                   | TBD                                  |
| <b>Drinking Water Resources</b>     |   | X | Colerain Township/Preq Consultant | Part of CE doc                       |
| <b>Flood Plain/Flood Way</b>        |   | X | Colerain Township/Preq Consultant | Part of CE doc                       |
| <b>Underserved Populations</b>      |   | X | Colerain Township/Preq Consultant | Part of CE doc                       |
| <b>Noise Study</b>                  |   | X | Colerain Township/Preq Consultant | Part of CE doc                       |
| <b>Air Quality Analysis</b>         |   | X | Colerain Township/Preq Consultant | Part of CE doc                       |

|                               |                                                               |  |    |   |
|-------------------------------|---------------------------------------------------------------|--|----|---|
| Asbestos Inspection Required: | Yes                                                           |  | No | X |
| Comment:                      | Bat trees, consider start of construction date.               |  |    |   |
|                               | If culvert is extended, then a waterway permit may be needed. |  |    |   |

Any Known Environmental Concerns (ex. historic properties on National Register, wetlands, underground storage tanks, stream relocation):

|  |
|--|
|  |
|  |

**O. Roles / Responsibilities**

|                                |                              |
|--------------------------------|------------------------------|
| Construction plan development: | ODOT Prequalified Consultant |
|--------------------------------|------------------------------|

|                                     |                              |
|-------------------------------------|------------------------------|
| Proposal/Specification Development: | ODOT                         |
| LPA Agreement:                      | ODOT/Colerain Township       |
| Form and preliminary legislation:   | ODOT/Colerain Township       |
| Advertising and award of contract:  | ODOT                         |
| Construction inspection:            | ODOT                         |
| R/W plan development:               | ODOT Prequalified Consultant |
| R/W acquisition / appraisals:       | ODOT Prequalified Consultant |
| Utility Coordination / Relocation:  | LPA/ODOT                     |
|                                     |                              |

**P. Field Review**

|       |         |
|-------|---------|
| Date: | 3-13-25 |
|-------|---------|

REPRESENTATIVES PRESENT:

## Participants

| Name                                                                                                                                        | First join | Last leave |
|---------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
|  Henderson, Andrea<br>Andrea.Henderson@dot.ohio.gov        | 1:55 PM    | 3:18 PM    |
|  Tawanna Molter<br>tmolter@colerain.org                    | 1:55 PM    | 3:18 PM    |
|  Summer Jones<br>sjones@oki.org                            | 1:56 PM    | 3:18 PM    |
|  Tiphonie Mays<br>tmays@colerain.org                       | 1:56 PM    | 3:18 PM    |
|  Zelinski, Lucy<br>Lucy.Zelinski@dot.ohio.gov              | 1:57 PM    | 3:18 PM    |
|  Loveland Small<br>loveland.small@choiceoneengineerin... | 1:57 PM    | 3:18 PM    |
|  Brehm, Tami<br>Tami.Brehm@dot.ohio.gov                  | 1:58 PM    | 2:40 PM    |
|  Scanlon, Teri<br>Teri.Scanlon@dot.ohio.gov              | 1:58 PM    | 3:18 PM    |
|  Otten, Stephanie<br>Stephanie.Otten@dot.ohio.gov        | 1:59 PM    | 3:18 PM    |
|  Zeller, James<br>James.Zeller@dot.ohio.gov              | 1:59 PM    | 3:18 PM    |
|  Pankala, Anthony<br>Anthony.Pankala@dot.ohio.gov        | 1:59 PM    | 3:18 PM    |
|  Corinne Cason                                           |            |            |

Revised 12/4/2020

|                                                                                   |                                                  |         |         |
|-----------------------------------------------------------------------------------|--------------------------------------------------|---------|---------|
|  | Carriere, Casey<br>Casey.Carriere@dot.ohio.gov   | 2:00 PM | 3:09 PM |
|  | Padgett, Kenneth<br>Kenneth.Padgett@dot.ohio.gov | 2:00 PM | 3:18 PM |
|  | Mazza, Thomas<br>Thomas.Mazza@dot.ohio.gov       | 2:05 PM | 3:18 PM |

## NOTES:

**Hydraulics:** Culvert calculations are not required for ODOT if you need to extend the culvert. Attempt to avoid impacts to the private detention pond.

If curb is added where no curb currently exists, then Inlet Spacing Calculations are required.

Storm calcs are needed if the project will add drainage area to the system. If the project is just extending existing to move the catch basin from out of the walk limits, calculations wouldn't be required.

BMP are required if the project impacts greater than 1 acre of Project EDA. Based on the scoping meeting, this project should qualify for Narrow VFS.

**Geometrics:** ramp detail sheets required, 5 Scale, slope, width, length and type of ramp and elevations are all required,

Bus stop locations must be designed per standard.

If ADA compliance is not possible, then waivers are required. Please start process early.

Sidewalk minimum buffer is 4' when separated from curb, Buffer is measured from edge of paved shoulder.

**Geotech:** any walls over 4' require SGE borings. Walls to be built must follow ODOTs PRWS wall systems.

**Traffic :** consider crosswalk locations at Zoellner and Trelawney, and consider lighting at these locations for pedestrian safety

**RW:** must follow ORC and use the QBS process for consultant

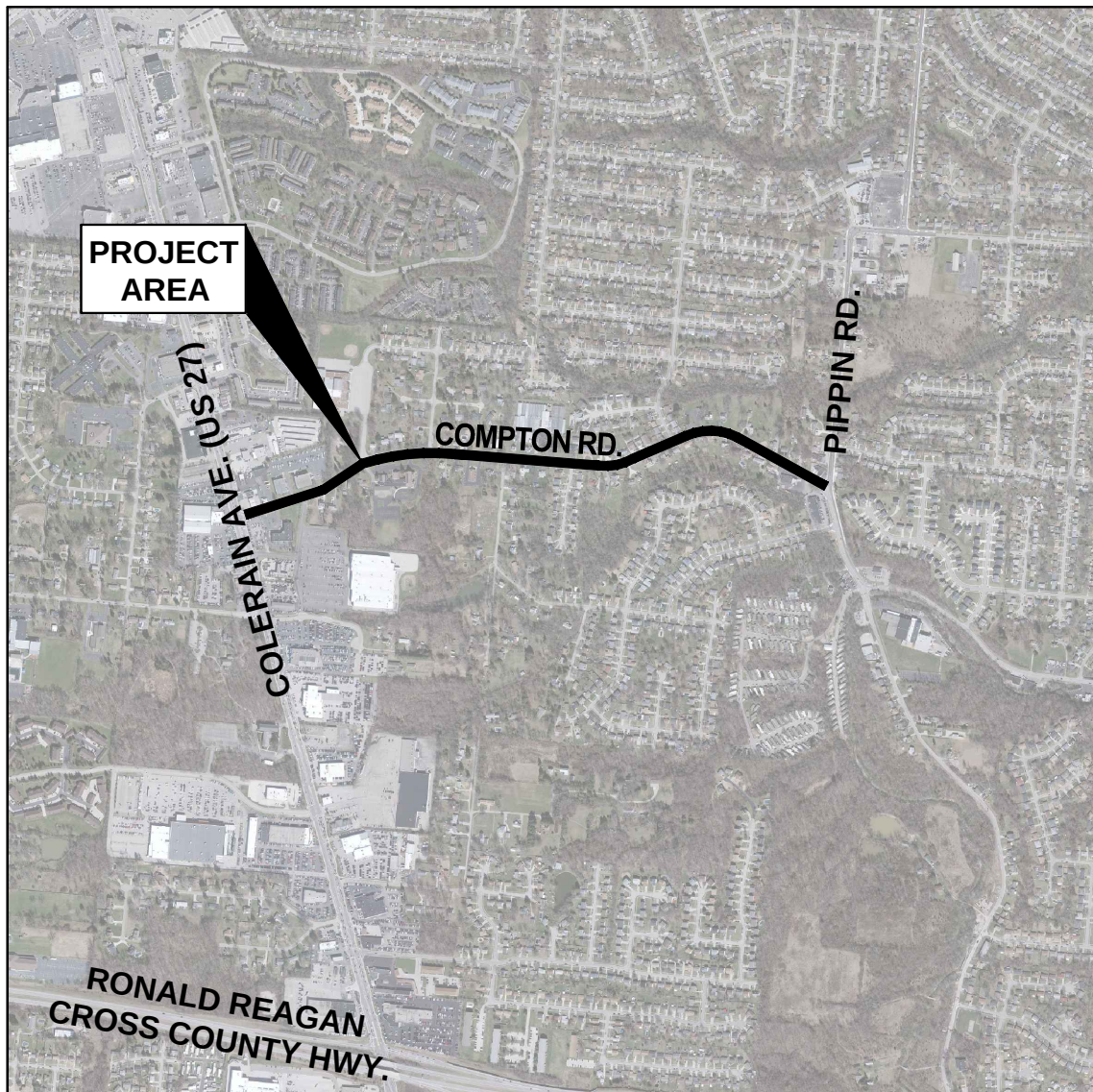
**Safety and SRTS:** potential to be eligible for SRTS funding due to the high school. Does not apply for PreK.

## Q. Schedule:

Revised 12/4/2020

| Project Milestone Information                 |            |          |           |                             |                          |      |
|-----------------------------------------------|------------|----------|-----------|-----------------------------|--------------------------|------|
| Milestone                                     | Date       | Complete | SFY (Qtr) | Other Milestone Information | Previous Lockdown (2024) | Curr |
| Initial Project Scope Complete                | 03/13/2025 | ✓        | 2025 (Q3) |                             |                          |      |
| LPA Scope of Services Document                | 03/13/2025 | ✓        | 2025 (Q3) |                             |                          |      |
| Authorized Design Consultant                  | 05/13/2025 |          | 2025 (Q4) |                             |                          |      |
| NEPA Start Date                               | 06/23/2025 | 9/26/25  | 2025 (Q4) |                             |                          |      |
| Stage 1 Plans - Submitted                     | 06/23/2025 | 9/26/25  | 2025 (Q4) |                             |                          |      |
| Preliminary R/W Review Submission - Submitted | 06/23/2025 | 12/15/25 | 2025 (Q4) |                             |                          |      |
| Stage 1 Plans - Complete                      | 08/04/2025 | 10/24/25 | 2026 (Q1) |                             |                          |      |
| Preliminary R/W Review Submission - Approved  | 08/04/2025 | 2/1/26   | 2026 (Q1) |                             |                          |      |
| Compliance R/W Review Submission- Submitted   | 10/17/2025 | 4/24/26  | 2026 (Q2) |                             |                          |      |
| Compliance R/W Review Submission - Approved   | 10/31/2025 | 5/22/26  | 2026 (Q2) |                             |                          |      |
| Stage 2 Plans - Submitted                     | 12/29/2025 | 4/24/26  | 2026 (Q2) |                             |                          |      |
| Stage 2 Plans - Complete                      | 02/09/2026 | 5/22/26  | 2026 (Q3) |                             |                          |      |
| Final R/W Plan Submission - Approved          | 02/13/2026 | 6/24/26  | 2026 (Q3) |                             |                          |      |
| Environmental Document Submitted              | 02/23/2026 | 7/1/26   | 2026 (Q3) |                             |                          |      |
| Environmental Document Approved               | 03/27/2026 | 7/8/26   | 2026 (Q3) |                             |                          |      |
| R/W Authorized                                | 04/01/2026 | 7/15/26  | 2026 (Q4) |                             |                          |      |
| Stage 3 Plans - Submitted                     | 07/13/2026 | 11/20/26 | 2027 (Q1) |                             |                          |      |
| Stage 3 Plans - Complete                      | 08/24/2026 | 12/18/26 | 2027 (Q1) |                             |                          |      |
| Final Tracings - Submitted                    | 11/18/2026 | 6/25/27  | 2027 (Q2) |                             |                          |      |
| Final Tracings - Complete                     | 01/01/2027 | 7/25/27  | 2027 (Q3) |                             |                          |      |
| R/W Acquisition Complete                      | 07/30/2027 | 9/24/27  | 2028 (Q1) |                             |                          |      |
| Plan Package Submitted to District            | 08/02/2027 | 9/24/27  | 2028 (Q1) |                             |                          |      |
| Local R/W Certification                       | 08/13/2027 | 10/24/27 | 2028 (Q1) |                             |                          |      |
| District R/W Certification                    | 08/20/2027 | 10/24/27 | 2028 (Q1) |                             |                          |      |
| Plan Package Submitted to C.O.                | 10/08/2027 | 11/24/27 | 2028 (Q2) |                             |                          |      |
| Plan Package Received in C.O.                 | 10/08/2027 | 11/24/27 | 2028 (Q2) |                             |                          |      |
| <del>Award</del> SALE                         | 01/01/2028 |          | 2028 (Q3) | Reservoir Year:             |                          |      |
| <del>State</del> AWARD                        | 01/12/2028 |          | 2028 (Q3) |                             |                          |      |
| Begin Construction                            | 03/01/2028 |          | 2028 (Q3) |                             |                          |      |
| End Construction                              | 11/15/2028 |          | 2029 (Q2) | Estimated Duration: 180     |                          |      |

## VICINITY MAP



## LOCATION MAP

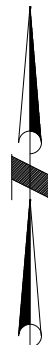
LATITUDE: 39°14'18"

LONGITUDE: 84°35'05"



SIDNEY, OHIO 937.497.0200  
LOVELAND, OHIO 513.239.8554

[www.CHOICEONEENGINEERING.com](http://www.CHOICEONEENGINEERING.com)



SHEET NUMBER  
1 OF 1

**Choice One Engineering Corporation**  
**Standard Terms & Conditions**

4/17/2018

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# ADMINISTRATION

---

Department: Administration  
Department Director: Tiphannie Mays, Assistant Administrator

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

---

First Reading: Resolution Adopting Transitional Work Program Policy and Leaves of Absence Policy Update  
No action is requested of the Board.

Rationale:

The Transitional Work Program is a progressive and individualized work-site program that provides an individualized interim step in the recovery of an injured employee with job restrictions resulting from the allowed conditions in the claim. A transitional work program assists the injured employee in progressively performing the duties of a targeted job. This policy outlines who qualifies for the program and how it will be activated. Subsequently, Policy 1.9 – Leaves of Absence Policy, would require an update that references this policy as well.

## 1.9 COLERAIN TOWNSHIP LEAVES OF ABSENCE POLICY

### PURPOSE

The Township recognizes that, in addition to paid leave, there are various reasons that may arise that will require an employee to be absent from work. These various types of 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 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 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 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 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 eligible the employees to participate in the Transitional Work Program (Policy 1.35 – Transitional Work Program Policy) to perform any duties within the limitations of such injury or illness. The period of injury leave shall be determined by the guidance of the Transitional Work Program Policy~~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**

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.

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 where 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 workday, they shall report to work 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 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 their Department Director as promptly as possible. The Township expects each employee to perform 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 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 a period of one month has passed employee will receive the *lesser of the two* on a monthly basis until their return:
- e. The difference between gross monthly wage and gross uniformed monthly pay or five-hundred dollars.

### **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 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 firearms will be stored in the Department's armory during the employee's deployment. This is not optional.
- 4. Out Processing
  - a. The individual agency Department Head or 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 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 department will ensure that the service member employee's quarterly and annual evaluations are completed and submitted.
- 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 in regard to 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.

## **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 an 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 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 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.

## **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 emergencies. 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 feasible, 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 feasible. The employee must list 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 will notify the employee. If the employee disagrees, 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. In this instance, due to the leave being used as a result of a medical condition, an employee must first utilize their sick leave bank before any other leave can be used.
  - 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 (this form is provided by the Township).
  - i. Please note, if any employee is unable to secure proper medical certification, then the employee's 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 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 1.8 – 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 return to work, submit a medical certificate releasing the employee to return to 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 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.

## 1.35 COLERAIN TOWNSHIP TRANSITIONAL WORK PROGRAM POLICY

### PURPOSE

This policy defines Colerain Township's Transitional Work Program (TWP) for employees who are injured on the job.

It is the policy of Colerain Township to effectively manage workers' compensation losses and invoke cost containment measures for workers' compensation claims while maintaining the working status of our employees.

The aim of this program is to provide employment after the onset of a work-related injury, accident, or illness; allowing for reasonable accommodations and/or alternative positions within Colerain Township based upon any restrictions established by the treating physician. Non-**work-related** accidents, injuries or illnesses will be handled on a **case-by-case** basis. Transitional work is a temporary accommodation.

**The goal of this program** is to return all employees, if possible, to their original employment positions within the timeframe of the program. If the injured employee is not able to return to his/her original position, an alternative assignment may be pursued.

### DEFINITIONS

1. Transitional Work Program (TWP): Temporary work assignment within the injured employee's current restrictions per the treating physician's instructions with the goal of returning the employee to full time employment.
2. Temporary Period of Work Restriction: A work restriction that is anticipated to last no longer 90 calendar days.
3. Physician of Record (POR): The physician who is treating the injured employee.
4. Managed Care Organization (MCO): Sedgwick is Colerain Township's MCO that is responsible for the medical management of a workers' compensation claim. As part of this medical management process, Sedgwick is responsible for securing return to work restrictions, full duty release to return to work, and ensuring that the injured employee is not having trouble with his/her return to work. Additionally, Sedgwick is responsible for the authorization of any medical treatment and payment of the subsequent bills, in workers' compensation claims.
5. Initial Treating Provider (ITP): Colerain Township's designated medical provider who initially treats the injured employee.
6. Transitional Work Committee (TWC): Monitors the transitional work participants to identify modified duty work tasks, to ensure that the policy is adjusted as Colerain Township's needs change, to

assist with program evaluation, and to educate Colerain Township about the program. The TWC will meet annually to review the TWP. The members of the Committee are identified in Attachment A.

7. Transitional Work Team (TWT): Monitors the progress of the injured employee who participates in the program with the goal of decreasing the restrictions and increasing work tasks to full duty. The TWT may be made up of the following individuals:

- Injured employee
- Return to Work (RTW) Coordinator
- Immediate Supervisor
- Physician of Record (POR)
- Managed Care Organization (MCO) or Insurance Company
- Field Case Manager
- On-Site Therapist
- Third Party Administrator (TPA)
- Bureau of Workers' Compensation (BWC)

8. Third Party Administrator (TPA): Employer representative that ensures the best interests of the employer are met. This may include representation at workers' compensation hearings, advice on cost savings, and rate verification.

9. Bureau of Worker's Compensation (BWC): Administers Ohio's insurance system for employees who are injured on the job or who contract a disease through their occupation. their original job with permanent modifications or another targeted job by the end of the transitional

## **ELIGIBILITY AND ENTRY GUIDELINES**

The TWP is available to any employee who sustains a non-work-related or work-related injury, occupational disease or illness that is likely to result in lost time from the job. Each transitional work assignment will be treated independently of others. The injured employee must return to his/her regular full duty assignment, his/her original job with permanent modifications or another targeted job by the end of the transitional work assignment. Employees who are expected to have a temporary period of job performance limitations (defined as a limitation that is anticipated to last no more than 90 days) will be considered for participation in the program. Employees must also meet all the following criteria:

1. The employee must have had an injury, accident, illness or a reoccurrence/exacerbation of a pre-existing condition;
2. Has been released by the physician of record to participate in a TWP; and,
3. Has the potential of returning to his/her original job, original job with permanent modifications, or another targeted job that may be identified and performing the essential job functions after recovery.

If the injured employee does not meet the above criteria but has been released to return to work by the POR, the employee may be able to return to work in a modified light duty capacity. Once the injured employee has had significant restrictions lifted or is expected to progress to a full duty capacity within the timeframe of the TWP, the injured employee will begin participating in the Transitional Work Program.

## RESPONSIBILITIES

The Transitional Work Team is key to ensuring that the injured employee returns to full duty by monitoring and progressing each employee that participates. Communication will be done on an as needed basis.

1. Injured Employee: Responsible for maintaining regular, consistent attendance during the program. The employee must perform only those work tasks identified by the supervisor, therapist or the POR as part of the TWP, while observing safe work practices. The employee must provide the immediate supervisor and/or RTW Coordinator with the First Report of Injury (FROI), MEDCO-14 form (Attachment B) to participate in the TWP, and any restrictions the same day or one day after seeing an Initial Treating Provider (ITP). The employee will complete all TWP agreement forms that will be provided by the RTW Coordinator. The forms include the following.

- Transitional Work Program (TWP) Participation Agreement (Attachment C)
- TWP Employee's Rights and Responsibilities (Attachment D)

2. Return to Work Coordinator (RTW COORDINATOR) Facilitates all case management activity. The RTW Coordinator will be responsible for providing the injured employee with an injury packet and Job Analysis/Description (if applicable) to be taken to the physician and returned. They are responsible for reviewing all forms to ensure that they are fully and accurately completed by the appropriate individual(s). The RTW Coordinator will confirm the MCO has received the First Report of Injury (FROI) and will follow up with the ITP after injury if the necessary paperwork has not been returned. The RTW Coordinator will inform the MCO and on-site therapist (if applicable) when a physician is not complying with the request for return-to-work. The RTW Coordinator will be responsible for sending the Letter to Physician Regarding TWP (Attachment H) to the POR and sending a copy to Sedgwick and the TPA prior to the injured employee returning to work. They will be responsible for issuing the Offer of Transitional Work Letter (Attachment I) to the injured employee (by regular and certified mail when necessary) and contacting the Third-Party Administrator (TPA) to initiate filing the appropriate form when non-compliance is an issue. The RTW Coordinator will advise all new hires to the program. They will make the necessary referral to the MCO for on-site therapist when an injured employee has returned to work with restrictions or orders for therapy. The RTW Coordinator will also inform the employee involved of the benefit options and procedure. They will initiate and maintain contact with the injured employee, third party administrator, BWC, MCO and any medical personnel involved. The RTW Coordinator will be the main employer contact for the rehabilitation professional and will be responsible for maintaining a thorough knowledge of worker's compensation reporting procedures.

3. Immediate Supervisor: Facilitates immediate medical treatment when necessary. The supervisor will report the incident, investigate the cause and initiate corrective workplace measures. They will validate the job analysis and assist the RTW Coordinator with placement of the injured employee and establish Modified Work Tasks with the RTW Coordinator and on-site therapist (if applicable). They will be responsible for reinforcing that the employee is utilizing safe work practices and is performing only those tasks allowed in the TWP. If the employee is off work for a period of time, the immediate supervisor will provide the employee with support and encouragement. They will monitor the employees' progress and coordinate the return-to-work date with the RTW Coordinator.

4. Physician of Record (POR) & Initial Treating Provider (ITP): Responsible for providing restrictions for work and indicating whether the employee will be able to return to full duty within the policy's limit.

The medical provider will provide work restrictions to the employer no later than 24 hours after the initial visit.

5.       Managed Care Organization (MCO): Responsible for the medical management of workers' compensation claims. Will assist in obtaining the restrictions and prescriptions, as needed. The MCO will monitor the claims to ensure that the injured employee is receiving appropriate medical care. The MCO may provide assistance and strategies for handling difficult claims. They will assist in providing history of past claims and accidents to spot trends. The MCO representative may recommend physicians, rehabilitation consultants, and other outside support.

6.       Field Case Management Services: Assist with case management services for Remain At Work ("medical only" claims who are having difficulties remaining at work) or employees in need of a Transitional Work Plan. The case manager may, if requested by the employer, receive approval and restrictions from the POR and write a return-to-work program which incorporates all of the elements necessary to implement and ensure success of the TWP. If a field case manager is requested, he/she will also coordinate communication between parties involved in the TWP.

7.       On-Site Therapist: The on-site therapist will perform any therapeutic exercises and/or modalities, progress work tasks as appropriate, in addition to education in job modification, body mechanics, and pacing techniques. Functional capacity evaluation and job analyses will be performed as needed. The on-site therapist will provide written communication on a weekly basis with all parties involved in the TWP and verbally with the employer on each visit.

8.       Third Party Administrator (TPA): Ensures that the employer is taking appropriate measures to protect themselves from future workers' compensation liability. The TPA will advise the employer of the financial risk should the injured employee not return to work. Recommendations may be made by the TPA to assist the employer in reducing the risk of workers' compensation reserves that can be set on lost time claims. The TPA will make sure that the employer has completed all the necessary paperwork and available to the TPA in the event a hearing is scheduled.

9.       Bureau of Workers' Compensation (BWC): Responsible for making the initial determinations on the compensability of claims, to process claims, and to refer claims to the Industrial Commission for hearing. BWC recommends premium rates, collects and invests premiums, disperses money to pay compensation, medical and other benefits to the injured employees, maintains accounts, and conducts audits. BWC oversees the Division of Safety and Hygiene, whose primary duty is to educate employers in creating a safe work environment.

## **PROCEDURES**

1.       The injured employee will be advised that Colerain Township has established a Transitional Work Program. The POR, if not aware, should be provided with the job analysis. The employee will be made aware that the work assignments are made with feedback from their physician (i.e. employee restrictions). The employee will complete the Participation Agreement (Attachment C) that identifies the restrictions and is provided with the employee's Rights and Responsibilities form (Attachment D). This agreement is signed by the employee, supervisor, and the RTW Coordinator. The supervisor and RTW Coordinator will maintain contact with the injured employee, co-workers, and support services (if applicable) to ensure good communication and positive reinforcement. An emphasis should be made

regarding the temporary aspect as well as the dynamic nature of the position and review the employee's progress at regular intervals.

2. The immediate supervisor, working with the employee, the RTW Coordinator, and on-site therapist (if applicable) will identify assignments that may be accomplished while the injured employee has restrictions. In constructing a TW assignment, the following will be considered:

- a. The focus is on the employee's current skills rather than the task he/she cannot perform.
- b. The value of the alternative work to the total work unit and to other employees will be considered, providing transitional work will be a meaningful assignment.
- c. Task selection should include tasks not being done by others at the present time, jobs that are only done occasionally, tasks not being performed that, if assigned to someone on transitional work duty, would allow co-workers time to accomplish additional work assignments.
- d. Whenever possible, the injured employee should perform components of the original job or some other targeted job within his/her current physical abilities and restrictions as listed by the physician of record.

3. All injured employees in the TWP will comply with all personnel policies, procedures, and safe work practices. Employees are required to follow all injury reporting policies and procedures.

4. Procedures to follow when returning an injured employee back to work through the TWP.

- a. If the injured employee, POR and/or ITP do not return the MEDCO-14 (Attachment B), or Prescription for TWP (Attachment I), the RTW Coordinator contacts the POR. If the POR does not respond, the RTW Coordinator contacts the MCO for assistance.
- b. If the injured employee has been given restrictions, the immediate supervisor and the RTW Coordinator identify work accommodations and initiate the TWP. The Modified Work Tasks form (Attachment E) may be utilized to identify accommodations.
- c. If the POR and/or ITP have released the injured employee to return to work utilizing an onsite occupational/physical therapist, a C-9 will be forwarded to the MCO. The immediate supervisor, RTW Coordinator and the onsite therapist will identify work accommodations and initiate the TWP. The Modified Work Tasks (Attachment E) may be utilized to identify accommodations.
- d. If the injured employee has been given a prescription for physical/occupational therapy, the RTW Coordinator contacts the MCO for an on-site therapy referral.
- e. If the POR has not released the injured employee to return to work, the RTW Coordinator and/or MCO will send a letter to the POR (Attachment H) identifying specific job tasks to be performed. A copy will be sent to the MCO and the TPA.
- f. If the POR has not released the injured employee to return to work in the Transitional Work Program or the injured employee is not expected to return to work in a full-duty capacity within the timeframe for the TWP, the RTW Coordinator and/or MCO will contact the POR to determine if the injured employee is able to return to work in a modified light duty capacity. Once the injured employee has had significant restrictions lifted or is expected

to progress to a full duty capacity within the timeframe of the TWP, the injured employee will begin participating in the Transitional Work Program.

g. If the injured employee does not return to work despite being released by the POR, the RTW Coordinator will send the Offer of Transitional Work Letter to the injured employee (Attachment G) and the TWB-2 BWC TW Offer Letter (Attachment J) by regular and certified mail. A copy will be sent to the MCO and the TPA. If the injured employee does not return to work after receiving the Offer of Transitional Work Letter and the TWB-2 letter, the RTW Coordinator will follow up with the injured employee to determine their reasons.

h. If the employee loses more than 7 consecutive days, the MCO will continue case management services to assist in the return to work. The case manager will contact the medical provider again and request the appropriate return to work documents. Once the documents are received, the employer will send the employee a certified letter advising him/her of the return-to-work date with a copy of the restrictions enclosed and the TWP will begin. If the physician does not feel that the employee is able to return to full duty work within the time frame established (per DODM guidelines, if applicable) for the particular injury, the MCO will refer the injured employee to vocational services, if the case qualifies according to BWC standards.

i. If the employee misses seven (7) or fewer days of work and the claim is considered medical only by the BWC, the claim can be considered for a Remain at Work (RAW) referral. A RAW referral may be made by the MCO or the POR and must meet the criteria established by the BWC. A field case manager will be assigned to the claim, and they will assist the employee in maintaining a working status.

j. Once the POR has released the employee to full duty or the TWP has been closed for another reason (lack of progress, medical instability, non-compliance, etc.), the RTW Coordinator completes the Transitional Work Completion/Closure form (Attachment F1).

5. The employee may be paid at their normal rate of pay for the hours worked while participating in the TWP. Compensation will be reviewed on a case-by-case basis. The employee will be considered in an active pay status for the purpose of contractual pay increases. The employer may be eligible for an incentive program (compensating an employer for a loss in productivity and hours worked) through the BWC.

6. The TWB-2, TW Offer letter (Attachment J) will also be given to the injured employee to document acceptance or refusal to participate in the TWP. If an employee refuses to participate in the TWP, the RTW Coordinator and/or TW Committee will follow up with the employee to determine their reasons for not participating. After determining the reasons, the employee is given the option of going through the dispute resolution process. Depending upon the outcome of the dispute resolution process, the BWC Claim Service Specialist and/or TPA may be notified of the employee's refusal to participate and a copy of the TWB-2 TW Offer letter will be forwarded to the MCO, BWC and TPA if appropriate.

7. At the completion of the TWP, the employee will be given a copy of the TWP Completion/Closure (Attachment F1) and the Interview Form (Attachment F2) to complete. The supervisor will be given a copy of the Interview Form (Attachment F3) to complete.

## **LIMITATIONS**

The duration of each TWP assignment is based on medical need. Continuation of individual programs will require ongoing documentation of medical necessity. All participants will have their case reviewed by the Transitional Work Team/Committee on an as needed basis. If an on-site physical/occupational therapist is involved, the case will be reviewed weekly.

All TWP assignments will have a maximum duration of 90-days. The program period will begin with the date of release to limited or restricted work established by the POR and will end upon the removal of the restrictions or at the end of the 90-day period, whichever occurs first.

Exit Closure Criteria: The TWP may be closed if the employee no longer meets the necessary requirements (medical instability, lack of progress, non-compliance, etc.). The TWP may also be closed if the employer is no longer able to meet accommodations.

Extensions beyond the 90-calendar day timeframe will be handled on an individual basis. Timeframe is dependent upon medical necessity and progress. Decisions regarding extension timeframes will be determined by the TW Team with the RTW Coordinator making the final decision.

## **CONFIDENTIALITY**

All information discussed by the TW Committee/Team regarding the specific injured employee will be held confidential and not disclosed to anyone other than those with a legitimate need to know.

## **ADMINISTRATION**

Misuse: An employee who misuses this benefit by not following specified procedures, falsifying records, or the like, is subject to discipline, up to and including discharge.

Disagreements/Dispute Resolution: Immediate disagreements/concerns arising out of this policy with regards to an injured employee's return to work program are to be discussed by the employee and the supervisor. If not resolved, the employee and the supervisor will discuss the matter with the RTW Coordinator. Dependent on the issue at hand, the RTW coordinator may involve the TW Committee, BWC, MCO or another neutral party in order to come to an appropriate resolution.

Program Evaluation: Colerain Township will use a spreadsheet to track claim costs, cost savings, and the number of transitional workdays. Colerain Township will also have each TW participant and supervisor complete the Interview Form (Attachment F2 and F3 respectively) at the completion of their program. The RTW Coordinator will be responsible for maintaining the spreadsheet and having each participant complete the form. The TW Committee will review the program annually with assistance from the TW Developer. Program improvement and modifications to the TWP, if applicable, will be made annually. This information will be shared with management, supervisors and employees annually. This information will be reviewed annually to determine TW Bonus eligibility.

Education/Training: The RTW Coordinator will be responsible for education to all new employees at orientation with regards to the TWP. An annual review will also be provided to all employees by the RTW Coordinator. The TW Developer will provide management, supervisors, and employees with the initial training. Colerain Township has been supplied with handout material to educate/train employees as well as supervisors, management and new hires.

## LIST OF ATTACHMENTS

- |                              |                                        |
|------------------------------|----------------------------------------|
| 1. Attachment A              | Transitional Work Committee            |
| 2. Attachment B              | MEDCO-14                               |
| 3. Attachment C              | TWP - Participation Agreement          |
| 4. Attachment D              | Employee's Rights and Responsibilities |
| 5. Attachment E              | Modified Work Tasks                    |
| 6. Attachment F <sub>1</sub> | TWP Completion/Closure                 |
| 7. Attachment F <sub>2</sub> | Employee Interview Form                |
| 8. Attachment F <sub>3</sub> | Management/Supervisor Interview Form   |
| 9. Attachment G              | Offer of Transitional Work Letter      |
| 10. Attachment H             | Letter to Physician Regarding TWP      |
| 11. Attachment I             | Prescription for TWP                   |
| 12. Attachment J             | TWB-2 BWC TW Offer Form                |

## **TRANSITIONAL WORK COMMITTEE**

1. Doug Rieman, RTW Coordinator-Human Resource Specialist
2. Administration:
  - Tiphonie Mays – Assistant Township Administrator
  - Jeff McElravy – Assistant Township Administrator
  - Glenna Carter – Office Manager
  - Cynthia Miller – Finance Manager
3. Public Services:
  - Tawana Molter – Assistant Director of Public Services
  - Dan Schulte – Supervisor/Foreman
  - Roger Krebs – Supervisor/Foreman
  - Geoff Payne, Jr (JT) – Maintenance Employee/Safety Coordinator
4. Fire Department:
  - Allen Walls – Fire Chief
  - Will Mueller – Assistant Fire Chief
  - Shane Packer – Assistant Fire Chief
  - Matthew Vangen – Fire Captain
5. Police Department:
  - Ed Cordie – Police Chief
  - John Middendorf – Police Lieutenant
  - Jamie Penley – Police Lieutenant
  - Dean Doerflein – Police Lieutenant
6. Teresa Woods, CareWorks - Transitional Work Developer (on an as needed basis)
7. Sedgwick representative (on an as needed basis)
8. Initial Treating Provider (on an as needed basis)
9. Third Party Administrator (on an as needed basis)



**Bureau of Workers'  
Compensation**

**Physician's Report of Work Ability  
(MEDCO-14)**

**Instructions**

- Use this form to provide detailed information about the injured worker's ability to work. Add comments to Section 4 or attach additional information as necessary. BWC uses the information to support a request for temporary total compensation.
- The treating physician must submit this form each time they see the injured worker unless they:
  - Have been awarded permanent and total disability.
  - Have returned to work without restrictions within seven days of the injury.
  - Are being treated after the treating physician has released them to their former position of employment (i.e., full duty job) held on the date of injury without restrictions.
- While you may use an equivalent physician-generated document (e.g., office notes, treatment plan) to the MEDCO-14, it must contain, at a minimum, the required data elements. If you've previously submitted equivalent data, indicate the date of the report on the form (e.g., 5/15/2021, office note).

**Note:** Physician assistants and nurse practitioners may complete this form; however, they may only certify temporary disability for the first six weeks after the date of injury. Subsequent periods of temporary disability require a co-signature by the treating physician.

- Fax form to the managed care organization if the employer is state-funded or to the employer if self-insured.
- **Important:** Failure to provide complete information may delay compensation payments to the injured worker.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                             |                                                                                                     |                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Injured worker name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                             | Claim number                                                                                        | Date of injury                                                                                      |
| Date of <i>last</i> appointment/examination                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                             | Date of <i>this</i> appointment/examination                                                         | Date of <i>next</i> appointment/examination                                                         |
| <b>Submission type (Select one of the options below.)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                             |                                                                                                     |                                                                                                     |
| <input type="checkbox"/> Initial MEDCO-14. <i>Proceed to Section 2.</i><br>1 <input type="checkbox"/> Subsequent MEDCO-14, <u>no</u> changes <i>Proceed to Section 6.</i><br><input type="checkbox"/> Subsequent MEDCO-14, <u>with changes</u> . Check the appropriate box "Reporting changes from the last evaluation" or "No changes" in each section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                             |                                                                                                     |                                                                                                     |
| <b>Job description and work status</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                             | <input type="checkbox"/> Reporting changes from last evaluation <input type="checkbox"/> No changes |                                                                                                     |
| • Have you reviewed the injured worker's job description? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>◦ If yes, who provided the job description <input type="checkbox"/> Injured worker <input type="checkbox"/> Employer <input type="checkbox"/> MCO/BWC<br>• Does the injured worker have any physical or health restrictions related to the allowed conditions in the claim on the date of this exam? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>◦ If yes, are the restrictions: <input type="checkbox"/> Permanent? <input type="checkbox"/> Temporary?<br>◦ If no, check the box to indicate the injured worker is released to return to full duty as of the date of this exam. <input type="checkbox"/><br><i>Proceed to Section 6.</i><br>• If there are restrictions, can the injured worker return to their full duty job held on the date of injury as of the date of this exam? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>◦ If yes, <i>Proceed to Section 6.</i><br>◦ If no, provide date restrictions began ____/____/____ and estimated full duty return-to-work date ____/____/____.<br><i>Proceed to Section 3.</i> |                                                             |                                                                                                     |                                                                                                     |
| <b>Disability information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                             | <input type="checkbox"/> Reporting changes from last evaluation <input type="checkbox"/> No changes |                                                                                                     |
| Complete the chart below for all work-related allowed conditions being treated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                             |                                                                                                     |                                                                                                     |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Narrative description of the work-related allowed condition | Site/Location if applicable                                                                         | ICD code                                                                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                             |                                                                                                     | Is the condition preventing full duty release to the job injured worker held on the date of injury? |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                             |                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                             |                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                             |                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                                            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                             |                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                                            |
| List all other conditions that impact treatment of the conditions listed above (e.g., co-morbidities or not yet allowed conditions).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                             |                                                                                                     |                                                                                                     |

BWC-3914 (Rev. Sept. 21, 2023)  
MEDCO-14

## **Transitional Work Program Participation Agreement**

### **Colerain Township**

The Transitional Work Program (TWP) at Colerain Township is designed to provide you with temporary work assignments within your current restrictions per your physician. All parties agree that during your participation in the TWP, you will not be required to perform any tasks or duties that are not compatible with the temporary restrictions your doctor has provided. Your physician provided the following restrictions:

1.

2.

Date beginning \_\_\_\_\_ until \_\_\_\_\_.

This program will continue as long as there is a documented medical need up to a maximum of 90 days. Your program may be closed earlier due to lack of medical necessity, lack of progress, non-compliance, or other changes in your medical condition.

You may be paid your regular rate of pay for the hours worked while participating in the program. You will be expected to follow all established personnel policies and procedures. Any physical therapy, doctors' appointments, etc. related to your injury or illness are to be scheduled during non-working hours. If you are unable to schedule an appointment during non-working hours, they must be scheduled for the first two or last two hours of your assigned shift. You may receive physical/occupational therapy services at the job site.

Your signature on this form indicates that you understand the requirements for participation in the Transitional Work Program and that you will abide by the medical restrictions placed upon you by your doctor. Your signature on this form also indicates that you have received the Employee's Rights and Responsibilities information sheet.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
RTW Coordinator

\_\_\_\_\_  
Date

cc:     Employee  
         Supervisor  
         RTW Coordinator  
         Worker's Compensation file  
         MCO Representative

**Attachment C**

## **Employee's Rights and Responsibilities**

You have the right to be treated fairly as the program is designed to provide you with work within your restrictions and return you safely to the work environment.

You have the right to be a productive employee honoring your work restrictions and maintaining your employment and benefits while in the Transitional Work Program.

Take an injury packet to the medical provider on the first visit following the injury.

Communicate with your medical provider that your employer has a Transitional Work Program and can accommodate most restrictions.

Obtain your medical work restrictions from the medical provider.

Upon returning to work, contact your immediate supervisor or Return To Work (RTW) Coordinator and provide them with your restrictions.

Working with your immediate supervisor and the RTW Coordinator, establish work duties that are within your restrictions.

Communicate with your immediate supervisor any problems that occur during your transitional work assignment.

Meet with your immediate supervisor and the RTW Coordinator at least monthly to review your progress and if possible, increase your work duties.

Meet with your medical provider monthly to review your current restrictions and if possible increase what you are able to do.

Attend all off-site therapy sessions or physician appointments within the first two hours or last two hours of your shift.

Provide your supervisor with documentation of attendance of all off-site therapy and physician visits that take place during your work hours.

Fill out appropriate paperwork for time off work.

Have your medical restrictions and information handled in the most confidential manner by all parties involved in your Transitional Work Program (TWP).

You are responsible to work within your restrictions and communicate to the RTW Coordinator when job duties fall outside of those restrictions or cause you discomfort.

You have the right to discuss your case with the RTW Coordinator and provide your employer with any medical information, as it becomes available.

You have the right to follow the dispute resolution procedure in the event you have any concerns with your Transitional Work Program.

### **Attachment D**

## **Modified Work Tasks**

As a function of the Transitional Work Policy, Colerain Township may utilize the following duties to accommodate injuries during the transition of the injured employee. These duties may be expanded upon as new restricted duty tasks are identified; however, the on-site therapist should ensure that the new duties meet the injured employee's restrictions. The on-site therapist (if applicable), RTW Coordinator and/or immediate supervisor in collaboration with the physician of record will be responsible for progressing the injured employee toward higher functions as appropriate in each case. All transitional work duties will consider the operational needs of the facility at the time of the program and prioritize accordingly. Staff will be utilized in their primary work area as necessary and available. Crossover to other departments/areas is acceptable should there be a lack of restricted duty tasks available within the injured employee's department. In all assignments, the injured employee should remain in a function as close to their regular assignment as the restrictions permit.

This original list should be continually updated as new restricted duty tasks are identified.

Work tasks are classified according to the material handling required. Care must be taken to ensure that work tasks are assigned based upon each individual restriction, ability, and diagnosis.

### **Sedentary Duties (10 pounds and less)**

1. Paperwork: Scanning, shredding, filing
2. Driving for errands or assist coworkers
3. Data entry, retyping policy, crime mapping
4. Customer Service, answering phones, assist dispatch
5. Training/continuing education
6. Assist investigators, log calls and refer to detective or office, redact body cameras, public education
7. Release vehicle impound lot & inspection, property room

### **Light Duties (20 pounds and less)**

1. Cleaning vehicles or buildings, collecting trash, painting
2. Working with Parks or coworkers on special projects

## Transitional Work Program Completion/Closure Colerain Township

To:

Department:

Date:

Your participation in the Transitional Work Program has ended due to the following reason(s):

\_\_\_\_\_ You have been released to return to full duty on \_\_\_\_\_.

\_\_\_\_\_ You have not made a significant amount of progress.

\_\_\_\_\_ You have not complied with the Physician's restrictions.

\_\_\_\_\_ Your medical conditions have become unstable.

\_\_\_\_\_ Your physician has found you to be temporarily disabled from work.

\_\_\_\_\_ Colerain Township is no longer able to accommodate your restrictions.

\_\_\_\_\_ You have voluntarily resigned from Colerain Township.

Your transitional work assignment closure is effective as of \_\_\_\_\_. You may qualify for additional benefits related to your injury. Please contact the Return to Work Coordinator for additional information.

\_\_\_\_\_  
RTW Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

cc: Employee  
Supervisor  
RTW Coordinator  
Worker's Compensation file  
MCO Representative

Attachment F1

## **Employee Interview Form Colerain Township**

1. Do you feel that you benefited from the Transitional Work Program? Why or why not?
2. What things could be improved?
3. What aspect of the program was most beneficial?
4. What aspect of the program was least beneficial?
5. Do you feel that having a therapist work with you at the job site was beneficial?
6. How would you improve the program?

**Attachment F2**

## **Management/Supervisor Interview Form Colerain Township**

1. Do you feel that the injured employee benefited from the Transitional Work Program? Why or why not?
  
2. Do you feel that having a therapist work with the employee at the job site was beneficial? Why or why not?
  
3. Did the therapist effectively communicate and include you in the process of establishing work tasks?
  
4. What aspects of the program were most beneficial?
  
5. What aspects of the program were least beneficial?
  
6. How would you improve the process/program?
  
7. Are you favorable to working with another employee who may need to participate in the program? Why or why not?

(Date)

(Employee)

(Address)

**Regarding:** (claim number)

Dear \_\_\_\_\_,

Your physician believes that you can build the strength and stamina to return to your regular job within 90 days.

Please see the attached physical restrictions received from your physician. We have matched these restrictions with tasks within your classification, which will allow you to work without breaking your limitations.

You will begin work on \_\_\_\_\_. Please indicate your intent to report within 24 hours of receiving this letter. You will work within your limitations and will make gradual increases toward your full return to work under the guidance of your physician. You will return to work as a \_\_\_\_\_. During the ensuing days, with the assistance of your physician and therapist (if indicated), you will transition back to your regular job assignment.

You may be paid your full salary for the hours that you work during this program regardless of the modified duty tasks you will be performing. The tasks involved in this program are only **temporary in nature** and are **not a permanent re-assignment**. The program is intended to assist you in building your physical capacities to return in full.

All of Colerain Township policies, including attendance, tardiness and calling off work will apply to you during this program. We hope that you attempt to utilize this opportunity to its fullest extent by being present each day of the program. We are impressed with your work ethic in returning to work although you have suffered an injury. Your commitment to the Transitional Work Program, your job, and co-workers is very much appreciated. If you have any questions regarding this program, please call me at 513-923-5011.

Sincerely,

Doug Rieman RTW Coordinator

cc: Worker's Compensation file  
Managed Care Organization  
Third Party Administrator

**Attachment G**

(Date)

(Physician of Record)

(Address)

**Regarding** (injured employee's name)  
**Claim** (number)

Dr. \_\_\_\_\_,

Colerain Township is offering a new program to its employees who have sustained a work-related injury or illness. It is the Transitional Work Program. The purpose of the program is to offer temporary work assignments with pay until your patient is able to return to his/her regular job duties. It is being offered to protect the employability of your patient. Please advise if your patient is able to return to work as a \_\_\_\_\_.

While participating in this program, your patient will be required to: (list job functions or attach the Job Analysis)

- 1.
- 2.
- 3.
- 4.
- 5.

Additionally, we are able to accommodate on-site therapy. Enclosed for your completion is a standard prescription form for Transitional Work in order to allow the therapist to progress your patient as appropriate.

If you have any questions, please call me at 513-923-5011, or (MCO Representative Aimee Epling) at the MCO at 614-956-2300, fax number 888-627-0074.

Sincerely,

Doug Rieman, RTW Coordinator

cc: Worker's Compensation file  
Managed Care Organization  
Third Party Administrator

**Attachment H**

(Date)

(Physician of Record)

(Address)

**Regarding** (injured employee's name)

**Claim** (number)

Dr. \_\_\_\_\_,

Colerain Township has established a Transitional Work Program, which may include on-site physical/occupational therapy. The following is a standard prescription for this program. This prescription authorizes the injured employee to return to work with a position, utilizing Job Analyses and Modified Work Tasks completed by a therapist, which fits the restrictions given by you, the physician. The injured employee may receive therapy, at the work site, to re-mediate the injury and facilitate work task progressions. Progressions refer to advancing the injured employee **towards regular duty within the 90-day time frame** for this program. Please check the appropriate box, sign and return.

\_\_\_\_\_ Return to **restricted** duty and begin progressions towards full duty only after consulting with the physician.

\_\_\_\_\_ Return to **restricted** duty and begin progressions towards full duty per the therapist on-site.

\_\_\_\_\_ Return to **restricted** duty, but delay work progressions at this time and consult the physician. The injured employee should be able to return to full duty within 90 days but must be closely monitored by the physician.

\_\_\_\_\_ Injured employee may return to **restricted** duty but will **definitely not be able to return to full duty within 90 days**. I estimate \_\_\_\_\_ days for full recovery.

\_\_\_\_\_ No return to **restricted** duty work due to the following factors:

- 1.
- 2.
- 3.

\_\_\_\_\_ Injured employee may be able to return to **restricted** duty on \_\_\_\_\_. Contact me just prior to this date.

---

Physician Signature

Date

Attachment I



**Transitional Work Offer and  
Acceptance Form**

**Instructions**

Bonus calculation for Destination Excellence – Transitional Work requires completion of this form for every offer of transitional work made in claims with a date of injury during the bonus period. You must complete this form and sign it. Once completed, have your injured employee sign the form, then submit it to BWC. Use the fax number to submit medical documentation to your managed care organization (MCO).

| Employer information |               |
|----------------------|---------------|
| Name of company      | Policy number |
| Name of employee     | Claim number  |
| Date of injury       | Job title     |

| Transitional work offer                                                                                                                                                                             |                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| On _____<br>Date                                                                                                                                                                                    | your physician of record/treating physician _____<br>Physician |
| released you to return to work with restrictions. We are offering you participation in our transitional work plan in accordance with these restrictions from your physician beginning _____<br>Date |                                                                |

|                                                                                        |
|----------------------------------------------------------------------------------------|
| <input type="checkbox"/> Employee acceptance <input type="checkbox"/> Employee refusal |
|----------------------------------------------------------------------------------------|

| Employer acknowledgement                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| I certify the above information is correct to the best of my knowledge. I am aware that any person who knowingly makes a false statement, misrepresentation, concealment of fact, or any other act of fraud to obtain payment as provided by BWC or who knowingly accepts payment to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine, imprisonment or both. |             |
| Printed name of employer                                                                                                                                                                                                                                                                                                                                                                                                                                       | Title       |
| Signature of employer<br><b>X</b>                                                                                                                                                                                                                                                                                                                                                                                                                              | Date signed |

| Employee agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| I agree to participate in transitional work activities within the restrictions indicated by my treating physician. I certify the above information is correct to the best of my knowledge. I am aware that any person who knowingly makes a false statement, misrepresentation, concealment of fact, or any other act of fraud to obtain payment as provided by BWC or who knowingly accepts payment to which that person is not entitled, is subject to felony criminal prosecution and may, under appropriate criminal provisions, be punished by a fine, imprisonment or both. |             |
| Printed name of employee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| Signature of employee<br><b>X</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Date signed |

# ADMINISTRATION

---

Department: Administration  
Department Director: Jeff McElravy, Assistant Administrator

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

---

Motion to Approve a Contract - Prosource - OnBase Upgrade and Server Replacement- EXP 3/31/2028  
Recommend ADOPTION of the Motion.

Rationale:

The Township uses OnBase to manage its human resources records. That system is due for an upgrade from version 20.3 to 25.1 and requires an updated server to perform effectively. This contract and quote would enable the Township to purchase the new server and migrate to the new system. The total cost of the upgrade is \$24,843.48 and the annual licensing will cost \$8,320.51.



Hi Robert,

Thank you for the opportunity to provide this quote for your consideration and approval. We are grateful for your continued business. Contact me directly with questions or follow-up.

For your convenience I can be reached directly at (513) 587-1383 or email me at

[rstrasser@totalprosource.com](mailto:rstrasser@totalprosource.com).

Kind regards...

*Rob Strasser*

### **Client Information**

|                              |                                                                    |                              |                                                                    |
|------------------------------|--------------------------------------------------------------------|------------------------------|--------------------------------------------------------------------|
| <i>Bill To</i>               | City of Colerain                                                   | <i>Ship To</i>               | City of Colerain                                                   |
| <i>Street Address</i>        | 4200 Springdale RD                                                 | <i>Street Address</i>        | 4200 Springdale RD                                                 |
| <i>City, State &amp; Zip</i> | Cincinnati, Ohio 45251                                             | <i>City, State &amp; Zip</i> | Cincinnati, Ohio 45251                                             |
| <i>Phone</i>                 | 513-923-5007                                                       | <i>Phone</i>                 | 513-923-5007                                                       |
| <i>Project Sponsor</i>       | Robert Shepherd                                                    | <i>Billing Contact</i>       | Robert Shepherd                                                    |
| <i>Email Address</i>         | <a href="mailto:rshepherd@colerain.org">rshepherd@colerain.org</a> | <i>Email Address</i>         | <a href="mailto:rshepherd@colerain.org">rshepherd@colerain.org</a> |
| <i>Customer Number</i>       | 30423160                                                           | <i>PO Number</i>             |                                                                    |

### **Bill of Materials – Licensing for this Order**

| Product Name        | Item Code    | Quantity |
|---------------------|--------------|----------|
| Unity Client Server | UCSIPI1_SUBS | 1        |

### **Bill of Materials – Pricing Terms for Licensing for this Order**

| Term   | Period               | Annual Fee |
|--------|----------------------|------------|
| 3 Year | 4/2/2025 – 3/31/2028 | \$8,320.51 |

### **Bill of Materials – Professional Services**

| Item Number | Product Description                             | Hours Estimated | Fee     |
|-------------|-------------------------------------------------|-----------------|---------|
| PS-01       | Professional Engineering Services – Standard    | 44.70           | \$8,940 |
| PS-02       | Professional Engineering Services – Development | -               | \$0     |
| PS-03       | Professional Engineering Services – After Hours | -               | \$0     |

### **Technical Services**

A Document Automation Associate will initiate a conference call with the Colerain Township to define the action items for identifying timelines and resources for completion of any professional services included in this quote.

#### **Reference Document:**

**Colerain Township - OnBase Upgrade 2025 - OnBase Migration Upgrade SOW - P20250205.0004 v1.0**





## Pricing Summary

| Description                                                            | Net Amount     |
|------------------------------------------------------------------------|----------------|
| Professional Services ( <i>Invoiced Monthly as Work is Completed</i> ) | \$8,940        |
| Software Subscription (Year One Discounted)                            | \$7,200        |
| <b>Total Initial Investment</b>                                        | <b>\$7,200</b> |

## General Terms & Conditions

Scanning Hardware, Software Licensing, Software Subscription and Annual Maintenance & Support will be invoiced upon approval with net 30-day terms. Tax not included.

If Professional Services fee is quoted, it is estimated based on the current scope and understanding of the project and is subject to change. Prosource Technologies will invoice services monthly as work is conducted with Net 30 terms.

In no event shall Prosource Technologies Inc be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs, even if it has been advised of the possibility of such damages. Prosource Technologies Inc and its agents will not use or disclose Client information, except as necessary to or consistent with providing the contracted services and will protect against unauthorized use.

### Professional Services Rates

- Standard Professional Services (Configuration, Business Analyst, Consulting and Project Management) billed at \$ 200.00 per hour
- Development and WorkView Professional Services billed at \$250.00 per hour
- Outside Business-Hours Professional Services billed at \$375.00 per hour, with a minimum of 4 hours
  - During Business-Hours of operation (8am-5pm Monday through Friday EST)

*This quote is valid for 60 days.*

## Agreement

Your signature acknowledges, agrees, and approves to the work described, provisions required, pricing, terms and conditions listed in this Document Automation Quotation

| Prosource                                                                                        | Colerain Township |
|--------------------------------------------------------------------------------------------------|-------------------|
| Signature<br> | Signature         |
| Date<br>February 21, 2025                                                                        | Date              |
| Printed Name<br>Ric Strasser                                                                     | Printed Name      |
| Title<br>Director of ECM Solutions and Software Sales                                            | Title             |



Hi Robert,

Thank you for the opportunity to provide this quote for your consideration and approval. We are grateful for your continued business. Contact me directly with questions or follow-up.

For your convenience I can be reached directly at (513) 587-1383 or email me at

[rstrasser@totalprosource.com](mailto:rstrasser@totalprosource.com).

Kind regards...

*Rich Strasser*

### **Client Information**

|                              |                                                                    |                              |                                                                    |
|------------------------------|--------------------------------------------------------------------|------------------------------|--------------------------------------------------------------------|
| <i>Bill To</i>               | City of Colerain                                                   | <i>Ship To</i>               | City of Colerain                                                   |
| <i>Street Address</i>        | 4200 Springdale RD                                                 | <i>Street Address</i>        | 4200 Springdale RD                                                 |
| <i>City, State &amp; Zip</i> | Cincinnati, Ohio 45251                                             | <i>City, State &amp; Zip</i> | Cincinnati, Ohio 45251                                             |
| <i>Phone</i>                 | 513-923-5007                                                       | <i>Phone</i>                 | 513-923-5007                                                       |
| <i>Project Sponsor</i>       | Robert Shepherd                                                    | <i>Billing Contact</i>       | Robert Shepherd                                                    |
| <i>Email Address</i>         | <a href="mailto:rshepherd@colerain.org">rshepherd@colerain.org</a> | <i>Email Address</i>         | <a href="mailto:rshepherd@colerain.org">rshepherd@colerain.org</a> |
| <i>Customer Number</i>       | 30423160                                                           | <i>PO Number</i>             |                                                                    |

### **Bill of Materials – Licensing for this Order**

| Product Name        | Item Code    | Quantity |
|---------------------|--------------|----------|
| Unity Client Server | UCSIPI1_SUBS | 1        |

### **Bill of Materials – Pricing Terms for Licensing for this Order**

| Term   | Period               | Annual Fee |
|--------|----------------------|------------|
| 3 Year | 4/2/2025 – 3/31/2028 | \$8,320.51 |

### **Bill of Materials – Professional Services**

| Item Number | Product Description                             | Hours Estimated | Fee     |
|-------------|-------------------------------------------------|-----------------|---------|
| PS-01       | Professional Engineering Services – Standard    | 44.70           | \$8,940 |
| PS-02       | Professional Engineering Services – Development | -               | \$0     |
| PS-03       | Professional Engineering Services – After Hours | -               | \$0     |

### **Technical Services**

A Document Automation Associate will initiate a conference call with the Colerain Township to define the action items for identifying timelines and resources for completion of any professional services included in this quote.

#### **Reference Document:**

**Colerain Township - OnBase Upgrade 2025 - OnBase Migration Upgrade SOW - P20250205.0004 v1.0**



## Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Feb. 28, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

**Quote Name:** c25 r400  
**Quote No.** 3000185352264.2  
**Total** \$8,703.48  
**Customer #** 10589415  
**Quoted On** Jan. 29, 2025  
**Expires by** Feb. 28, 2025  
**Contract Name** Dell Midwestern Higher  
Education Compact  
(MHEC) Master Agreement  
**Contract Code** C000000979569  
**Customer Agreement #** MHEC-04152022  
**Solution ID** 19965401.2  
**Deal ID** 28794969

**Sales Rep** Jacob Olson  
**Phone** 1(800) 4563355, 6176470  
**Email** Jacob.Olson@dell.com  
**Billing To** ROBERT SHEPHERD  
COLERAIN TOWNSHIP  
4200 SPRINGDALE  
CINCINNATI, OH 45251-1419

### Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,  
Jacob Olson

### Shipping Group

| Shipping To                                                                                       | Shipping Method   |
|---------------------------------------------------------------------------------------------------|-------------------|
| ROBERT SHEPHERD<br>COLERAIN TOWNSHIP<br>4200 SPRINGDALE<br>CINCINNATI, OH 45251<br>(513) 385-7500 | Standard Delivery |

| Product                            | Unit Price | Quantity | Subtotal   |
|------------------------------------|------------|----------|------------|
| PowerEdge R450 - [AMER_R450_15127] | \$8,703.48 | 1        | \$8,703.48 |

---

|                            |                   |
|----------------------------|-------------------|
| <b>Subtotal:</b>           | <b>\$8,703.48</b> |
| <b>Shipping:</b>           | <b>\$0.00</b>     |
| <b>Non-Taxable Amount:</b> | <b>\$8,703.48</b> |
| <b>Taxable Amount:</b>     | <b>\$0.00</b>     |
| <b>Estimated Tax:</b>      | <b>\$0.00</b>     |
| <hr/>                      |                   |
| <b>Total:</b>              | <b>\$8,703.48</b> |

## Shipping Group Details

### Shipping To

ROBERT SHEPHERD  
COLERAIN TOWNSHIP  
4200 SPRINGDALE  
CINCINNATI, OH 45251  
(513) 385-7500

### Shipping Method

Standard Delivery

|                                                                                                                           |          | Unit Price        | Quantity | Subtotal          |
|---------------------------------------------------------------------------------------------------------------------------|----------|-------------------|----------|-------------------|
| <b>PowerEdge R450 - [AMER_R450_15127]</b>                                                                                 |          | <b>\$8,703.48</b> | <b>1</b> | <b>\$8,703.48</b> |
| Estimated delivery if purchased today:<br>Feb. 13, 2025<br>Contract # C000000979569<br>Customer Agreement # MHEC-04152022 |          |                   |          |                   |
| Description                                                                                                               | SKU      | Unit Price        | Quantity | Subtotal          |
| PowerEdge R450 Server                                                                                                     | 210-AZDS | -                 | 1        | -                 |
| 2.5 Chassis                                                                                                               | 379-BDTF | -                 | 1        | -                 |
| SAS/SATA Backplane                                                                                                        | 379-BDSS | -                 | 1        | -                 |
| Trusted Platform Module 2.0 V5                                                                                            | 461-AAIG | -                 | 1        | -                 |
| 8x2.5" (SAS/SATA) 2 CPU                                                                                                   | 321-BGSF | -                 | 1        | -                 |
| Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666                                     | 338-CBWI | -                 | 1        | -                 |
| Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666                                     | 338-CBWI | -                 | 1        | -                 |
| Additional Processor Selected                                                                                             | 379-BDCO | -                 | 1        | -                 |
| Heatsink for CPU less or equal 165W                                                                                       | 412-ABBC | -                 | 1        | -                 |
| Heatsink for CPU less or equal 165W                                                                                       | 412-ABBC | -                 | 1        | -                 |
| Performance Optimized                                                                                                     | 370-AAIP | -                 | 1        | -                 |
| 3200MT/s RDIMMs                                                                                                           | 370-AEVR | -                 | 1        | -                 |
| Unconfigured RAID                                                                                                         | 780-BCDS | -                 | 1        | -                 |
| PERC H755 SAS Front                                                                                                       | 405-AAZB | -                 | 1        | -                 |
| Front PERC Mechanical Parts, front load                                                                                   | 750-ACFR | -                 | 1        | -                 |
| Performance BIOS Settings                                                                                                 | 384-BBBL | -                 | 1        | -                 |
| UEFI BIOS Boot Mode with GPT Partition                                                                                    | 800-BBDM | -                 | 1        | -                 |
| Standard Fan x7                                                                                                           | 384-BCTN | -                 | 1        | -                 |
| Dual, (1+1) Redundant, Hot-Plug Power Supply, 800W MM (100-240Vac)                                                        | 450-AIQX | -                 | 1        | -                 |
| No PCIe Riser                                                                                                             | 330-BBVH | -                 | 1        | -                 |
| PowerEdge R450 Motherboard with Broadcom 5720 Dual Port 1Gb On-Board LOM                                                  | 329-BGHZ | -                 | 1        | -                 |
| No OCP 3.0 mezzanine NIC card, Blank Filler Only                                                                          | 412-AAVS | -                 | 1        | -                 |
| LCD Bezel                                                                                                                 | 325-BECJ | -                 | 1        | -                 |
| Dell EMC Lugage Tag (x8)                                                                                                  | 350-BCFL | -                 | 1        | -                 |
| BOSS Riser for R450/R650xs                                                                                                | 330-BBTB | -                 | 1        | -                 |
| BOSS controller card + with 2 M.2 Sticks 480GB (RAID 1)                                                                   | 403-BCNX | -                 | 1        | -                 |
| No Operating System                                                                                                       | 611-BBBF | -                 | 1        | -                 |

|                                                                                                                                               |          |   |   |   |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|---|---|---|
| No Media Required                                                                                                                             | 605-BBFN | - | 1 | - |
| Dell Connectivity Client - Disabled                                                                                                           | 379-BFXT | - | 1 | - |
| Dell Connectivity Module                                                                                                                      | 634-CYDF | - | 1 | - |
| iDRAC9, Enterprise 15G                                                                                                                        | 385-BBQV | - | 1 | - |
| No Quick Sync                                                                                                                                 | 350-BCEM | - | 1 | - |
| iDRAC,Factory Generated Password                                                                                                              | 379-BCSF | - | 1 | - |
| iDRAC Service Module (ISM), NOT Installed                                                                                                     | 379-BCQX | - | 1 | - |
| iDRAC Group Manager, Disabled                                                                                                                 | 379-BCQY | - | 1 | - |
| ReadyRails Static Rails for 2/4-post Racks (A8)                                                                                               | 770-BBBM | - | 1 | - |
| No Internal Optical Drive                                                                                                                     | 429-AAIQ | - | 1 | - |
| No Systems Documentation, No OpenManage DVD Kit                                                                                               | 631-AACK | - | 1 | - |
| PowerEdge R450 Shipping                                                                                                                       | 340-CVKE | - | 1 | - |
| PowerEdge R450 x8 Short Drive Shipping Material                                                                                               | 343-BBRQ | - | 1 | - |
| PowerEdge INMETRO Label                                                                                                                       | 389-DYHB | - | 1 | - |
| PowerEdge 1U CCC Marking, No CE Marking                                                                                                       | 389-DYLZ | - | 1 | - |
| Dell Hardware Limited Warranty Plus Onsite Service                                                                                            | 859-3804 | - | 1 | - |
| ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years                                                   | 859-3846 | - | 1 | - |
| ProSupport Plus Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended                                          | 859-3872 | - | 1 | - |
| ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years                                                                | 859-3873 | - | 1 | - |
| Thank you for choosing Dell ProSupport Plus. For tech support, visit <a href="http://www.dell.com/contactdell">//www.dell.com/contactdell</a> | 951-2015 | - | 1 | - |
| Dell Limited Hardware Warranty Plus Service, Extended Year(s)                                                                                 | 975-3462 | - | 1 | - |
| On-Site Installation Declined                                                                                                                 | 900-9997 | - | 1 | - |
| 16GB RDIMM, 3200MT/s, Dual Rank                                                                                                               | 370-AEVQ | - | 8 | - |
| 960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD                                                                       | 400-AXSW | - | 3 | - |
| Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)                                            | 450-AALV | - | 2 | - |

|                       |                   |
|-----------------------|-------------------|
| <b>Subtotal:</b>      | <b>\$8,703.48</b> |
| <b>Shipping:</b>      | <b>\$0.00</b>     |
| <b>Estimated Tax:</b> | <b>\$0.00</b>     |
| <b>Total:</b>         | <b>\$8,703.48</b> |

## Important Notes

---

### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@ dell.com](mailto:Tax_Department@ dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offerspecificterms](http://www.dell.com/offerspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.





---

**Colerain Township**

**Statement of Work**

**OnBase Migration Upgrade**

**Project Number: P20250205.0004**

---

**CONFIDENTIAL MATERIAL**

THIS DOCUMENT IS PROVIDED SOLELY IN SUPPORT OF A PROPOSAL FOR SERVICES. AS SUCH, THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OWNED BY PROSOURCE TECHNOLOGIES, INC. AND SHOULD BE REGARDED AS HIGHLY CONFIDENTIAL.

THIS DOCUMENT, ANY ATTACHMENTS AND SUMMARIES RELATED INFORMATION, AND ALL COPIES OF SAME REMAIN THE CONFIDENTIAL PROPERTY OF PROSOURCE TECHNOLOGIES, INC. AND SHALL BE RETURNED TO PROSOURCE, INC. UPON REQUEST.

THESE MATERIALS AND THE INFORMATION CONTAINED HEREIN ARE NOT TO BE DUPLICATED OR USED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE PROSOURCE, INC. PROPOSAL.

---

## Table of Contents

|                                                           |           |
|-----------------------------------------------------------|-----------|
| <i>Product Delivery .....</i>                             | <i>1</i>  |
| <i>Deliverables .....</i>                                 | <i>2</i>  |
| <i>Dependencies Assumptions and Identified Risk .....</i> | <i>3</i>  |
| <i>Training .....</i>                                     | <i>4</i>  |
| <i>Exhibits and Reference Documents .....</i>             | <i>5</i>  |
| <i>Support .....</i>                                      | <i>6</i>  |
| <i>Licenses .....</i>                                     | <i>7</i>  |
| <i>Service Requirements.....</i>                          | <i>8</i>  |
| <i>Hardware and Software Requirements .....</i>           | <i>9</i>  |
| <i>Change Order/Change Request .....</i>                  | <i>10</i> |
| <i>Professional Services Rates .....</i>                  | <i>11</i> |
| <i>Contacts .....</i>                                     | <i>12</i> |
| <i>Terms and Conditions .....</i>                         | <i>13</i> |

## Statement of Work

This Statement of Work ("SOW") is made as of February 12, 2025 (the "SOW Effective Date") by and between Cincinnati Copiers, Inc. dba Prosource Inc., an Ohio company, with a place of business at 9482 Meridian Way, West Chester, OH 45069 ("Prosource") and Colerain Township ("Colerain"), with a place of business at 4200 Springdale Rd, Cincinnati, OH 45251. This Statement of Work is entered into subject to the terms and conditions of the Master Services Agreement ("Agreement") posted at <http://customer.totalprosource.com>. The terms and conditions of the Agreement are incorporated herein as if fully set forth in this SOW. Prosource and "Colerain" may be referred to herein, collectively, as the "Parties" or, individually, as a "Party".

Based on the size, scope, and overall vision for Colerain, Prosource recommends the following approach.

Prosource will work with Colerain internal IT group to Migrate Upgrade from OnBase 20.3 to 25.1 Long Term Release (LTR).

The overall solution will encompass products from OnBase, leverage Colerain existing Microsoft platform and network infrastructure.

### 1. Product Delivery

- a) Project Planning Kickoff Meeting
  - Conference call meeting with Colerain and Prosource teams.
  - This meeting will cover expectations, change order process, review the scope of work, schedule and resources of Colerain and Prosource.
- b) Colerain Project Personnel
  - Colerain will assign a project sponsor, who will be actively involved in the project and is the final escalation point for all issues and decisions.
  - Colerain is responsible for designating the appropriate Colerain personnel to attend and contribute to all project meetings for the duration of the project.
  - Colerain is responsible for timely completion of all Colerain deliverables and Colerain action items throughout the course of the project.
  - Colerain will assign and Prosource will have access to the appropriate business process owners and resources for the project in a timely manner when requested.
- c) Colerain Project Management - A single point of contact whose responsibilities include but are not limited to
  - Collaboration with Prosource resources on the project schedule.
  - Coordination of key departmental decision maker(s), subject matter expert(s), end-user representative(s), third party software application resources, project team representative(s) related to the project area, steering committee, project sponsorship.
  - Facilitate timely decision making and resolution of issues.
  - Coordination of Colerain resources for the testing of the configured Software solution.
  - Tracking and reporting test results.

## Statement of Work

### d) Production System

#### ➤ Colerain Tasks

- Provide a network infrastructure resource.
- Perform a full SQL backup of the OnBase v20.3 Production database.
  - Note: The scheduled downtime must begin before the database backup.
- Perform a restore of the OnBase v20.3 Production database that will be promoted to OnBase v25.1 Production.
- Perform a full backup of OnBase v20.3 Production Disk Groups.
- Restore OnBase v20.3 Production Disk Groups to the location that will be used by the OnBase v25.1 Production Environment.
- Work with Prosource to configure Microsoft Active Directory Integration.
- Work with Prosource to configure (SAML) Identity Provider (IdP) using Hyland Identity Provider, Change Order required.
- Install users Unity and Outlook Integration installation files provided by Prosource.
- Ensure the new OnBase v25.1 Production Environment is included in the Colerain backup/disaster recovery plan.
- Perform User Application Testing (UAT).

## Statement of Work

### ➤ Prosource Tasks

- OnBase v25.1 Production Migration will follow the documented process created during the OnBase v25.1 Development Migration.
- Update test plans for the Production Environment.
- Run RecreateDBUsers.
- Update the MANAGER password (optional, but the Production MANAGER password must be different than Development).
- Repoint Disk Groups to the new Production locations using the legacy OnBase v20.3 Configuration client.
- Install OnBase v25.1 Configuration and Classic clients and remove OnBase v20.3 Configuration.
- Perform the database upgrade using the OnBase v25.1 Configuration client.
- Perform Application Server, Unity Client and Web Server installation and configuration.
- Configure Microsoft Active Directory Integration.
- Configure (SAML) Identity Provider (IdP) using Hyland Identity Provider, Change Order required.
- Password Change Utility update HSI password.
- Provide Colerain Unity and Outlook Integration installation files.
- Perform Functional Testing with QA engineer using test plans.

## 2. Deliverables

- a) Require exhibits if noted in this document.
- b) Change orders approved by both parties.
- c) All Prosource deliverables are required to be completed as agreed upon by Colerain Project Sponsor and Prosource Project Manager by a Forecasted Completion Date agreed upon during Project Planning Kickoff Meeting, unless agreed upon change order has been fully executed no later than 5 business days prior to Forecasted Completion Date. Failure to deliver by this term constitutes non-compliance with this project SOW and for every 1 week delay a 5% reduction on the invoice will be imposed.

## Statement of Work

### 3. Dependencies Assumptions and Identified Risk

Prosource's ability to deliver the Services in subject to certain dependencies, assumptions, and risk, including, but not limited to, the items detailed below:

- a) Delays in Prosource's performance may occur if Colerain reschedules, delays or cancels the Start Date agreed upon during Project Planning Kickoff Meeting. A 5% penalty of total estimated Professional Services will be incurred by Colerain unless Colerain provides (5) business days' notice. If this happens, Colerain will be required to execute a Change Order and/or issue an amended PO due to an increase in Professional Services charges for completing the Project.
- b) Once Prosource commences work under this SOW, such work should continue without interruption or delay. In the event Prosource begins work under this SOW and there is a (5) business days delay in the aggregate resulting from not fulfilling Colerain task in Product Delivery 1. (b), acts, inaction, errors or omissions of Colerain, parties shall agree to a new Forecasted Completion Date with a 5% penalty of total estimated Professional Services will be incurred by Colerain for each occurrence.
- c) Additional Risk – Non-Identified

### 4. Training

#### ➤ Prosource Tasks

- Will train 4 users on interface differences specific to Colerain OnBase implementation.
- Will train 1 Colerain IT resource on OnBase system maintenance items that have changed from previous OnBase version.

#### ➤ Colerain Task

- Responsible for user training in the use of the Software.

### 5. Exhibit(s) Reference Documents

- a) Exhibit A- N/A

## Statement of Work

### 6. Technical Support

- a) Entering support tickets for Development, Stage and Production support request are made at the Prosource Client Portal <http://customer.totalprosource.com>.
- b) When entering a ticket in the Title field type "Project" then continue typing the ticket title.
- c) Prosource Support Hours- 8:00am-5:00pm Eastern Standard Time Monday through Friday, except for regional statutory holidays.
- d) After-hours support will be agreed upon by Prosource and customer prior to work being performed. Prosource will charge an after-hours rate in blocks of 4 hours.

## Statement of Work

### 7. Licenses

| Quantity | Product                                           |
|----------|---------------------------------------------------|
| 3        | Express Client License (Concurrent)               |
| 1        | Exceptions Reports                                |
| 1        | Integration for Microsoft Outlook                 |
| 1        | Multi-User Server                                 |
| 1        | Production Document Imaging (TWAIN)               |
| 3        | Production Document Imaging (TWAIN)               |
| 1        | Workflow Concurrent Client SL                     |
| 1        | Unity Client Server <b>(REQUIRED FOR UPGRADE)</b> |

## Statement of Work

### 8. Service Requirements

To conduct an Implementation Service for this project, Prosource will require the following in place prior to the implementation if not procured through Prosource:

- Hyland OnBase software maintenance must be instated throughout the duration of this scope of work. Services will halt or not be performed until Hyland OnBase software maintenance is instated. This scope of work will be rescheduled based off Prosource availability if there is any interruption with software maintenance.
- Internet connectivity in place and functional.
- Windows Server needs to be connected to a domain and ready for Hyland OnBase application installation.
- It is essential during the implementation process that the customer provides Prosource with full access to the application administrator(s) who will be responsible for administrating the system. In addition, the customer will be wholly responsible for the availability of these individuals. Additional charges may be incurred if the customer does not provide proper service for Prosource during installation.
- At least one (1) Software system administrator will or has attended Software system administrator training and will participate actively in the entire project lifecycle for knowledge transfer. The Colerain system administrator will support all Software environments, and solutions.
- Upon implementation of any OnBase solution, at least one (1) Software Workflow administrator will or has attended Software Introduction to Workflow training and will participate actively in the entire project lifecycle for knowledge transfer. The Colerain Workflow administrator will support all Software environments, and solutions.
- Valid/Legal licenses for all existing customer installed products.
- It is the responsibility of the customer to ensure all server hardware and operating system specifications are met prior to installation, see section 9.
- Local and remote access through the use of dedicated user account(s) with appropriate privileges to the Software and relevant third-party systems for the engaged Prosource project team.
- The Colerain will allow Prosource to perform remote implementation during this project under the Colerain vendor access policy.
- For OnBase notifications, OnBase requires an SMTP service with open relay.
- Prosource has no responsibility for production data loss during an Upgrade, Migration or Reconfiguration.
- Before any Upgrade, Migration or Reconfiguration Prosource will have customer perform a full back up the OnBase Production database. If Stage and Development are part of the scope, they will also be backed up.

## Statement of Work

### Service Requirements cont....

- Prosource will Upgrade, Migrate or Reconfigure the OnBase systems that are part of the scope.
- If there are any issues with the database after an Upgrade, Migration or Reconfiguration Prosource will request Colerain to restore the OnBase system from the full backup that was performed before the Upgrade, Migration or Reconfiguration.

## Statement of Work

### 9. Hardware and Software Requirements provided by Colerain

#### User Client Hardware

- Microsoft Windows 10 and 11 with all available patches applied. 64/32 Bit environment supported. The latest MS .NET Framework must be installed.
- Apple macOS 12 or later versions, Web Client only.
- Microsoft Office 2019 and 2021 (only if Office Business Application is purchased, does not support 32-bit and 64-bit mixed environments, Hyland recommends 64-bit).
- Microsoft Office 365
- Microsoft Outlook Integration 2021
  - Microsoft Visual Studio 2010 Tools for Office Runtime
- 2.4 GHz processor 2-core or greater • 16 GB memory or greater • 4 GB disk space or greater.
- Web Browser (Macintosh OS)-
  - Firefox 112 or later, (ESR) 102 or later and Safari 16 or later, with exceptions of full screen mode and Safari Reader.
- Web Browser (Windows OS)-
  - Firefox 112 or later, Edge or Chromium 113 or later, Internet Explorer 11 (ESR) 102 or later.
- *The following Microsoft Visual C++ Redistributable Packages are required:*
  - *Microsoft Visual C++ 2022 Redistributable Package (x86)*
- *If you are using a 64-bit system, the following Microsoft Visual C++ Redistributable Packages are also required:*
  - *Microsoft Visual C++ 2022 Redistributable Package (x64)*
- *OnBase Unity Client - MicrosoftEdgeWebView2RuntimeInstallerX64.exe*

#### Application Server Hardware Software

- Microsoft Windows Server 2019 and 2022 with all available patches applied.
- The latest MS .NET Framework must be installed.
- Intel Xeon dual core processor or greater, 32GB memory or more recommended, 40GB disk space. 64-bit environment recommended.
- IIS 8.0, 8.5 or 10.0

#### Full – Text Search- Must be installed on its own server

- Microsoft Windows Server 2019 and 2022 with all available patches applied.
- The latest MS .NET Framework must be installed.
- Intel 3.2 GHz Xeon dual core processor or greater, 32GB memory or more recommended, 40GB disk space. 64-bit environment recommended.

#### Database System Server Hardware Software

- Microsoft SQL 2016, 2017, 2019 and 2022.
- Microsoft Windows Server 2019 and 2022 with all available patches applied.
- The latest MS .NET Framework must be installed.
- 2.5 GHz processor or greater, 32GB memory or more recommended, 40GB disk space. 64/32 Bit environment supported.
- IIS 8.0, 8.5 or 10.
- Oracle 19c.

\*3<sup>rd</sup> party Operation Systems and Databases are not supported 1 year prior to end of life.

\*\*Additional requirements can be found in the "Installation Requirements OnBase Foundation 25.1 Module Reference Guide" at <https://community.hyland.com/>.

## Statement of Work

### 10. Change Order

All changes with respect to deliverables or SOW of this project will be documented as a Change Order by the Prosource implementation team. Change Orders may incur additional cost; require additional time to implement, or additional resources and skills in the development and implementation process.

After Change Order execution, the project timeline and project backlog will be adjusted accordingly. The Project Manager will report these adjustments to Colerain, or their agent and services will re-commence.

#### Change Request

Postproduction customers can request a process change/enhancement as a Change Request (CR). Prosource will create a Change Request ticket independently of the project and quote Professional Services and Licensing for approval. Once approved Prosource will provide an estimated time when services will be performed.

### 11. Professional Service Rates

- Standard Professional Services (Configuration, Business Analyst, Consulting and Project Management) billed at \$ 200.00 per hour.
  - Development Professional Services billed at \$ 250.00 per hour.
  - \*After Hours Professional Services billed at \$ 375.00 per hour
- \*After hours of operation (Hours of operation 8am-5pm Monday through Friday EST) including Saturday, Sunday, and Holidays (Prosource Technologies, Inc. holiday schedule will be produced upon request)

### 12. Contacts

#### Colerain

Robert Shepherd (IT Director) Project Sponsor  
(513) 923-5007  
[rshepherd@colerain.org](mailto:rshepherd@colerain.org)

#### Prosource

Darin Dempsey (Director of Professional Services)  
(513) 779-5700 ext. 5460  
[ddempsey@totalprosource.com](mailto:ddempsey@totalprosource.com)

Tim McQuillan (Senior Project Manager)  
(513) 779-5700 ext. 1176  
[tmcquillan@totalprosource.com](mailto:tmcquillan@totalprosource.com)

## Statement of Work

### 13. Terms and Conditions

By the signatures of the Parties, each agrees this document is a Statement of Work of the Master Services Agreement located <http://customer.totalprosource.com>. By its signature Prosource Technologies agrees to provide the solution and perform the services described under the terms specified. By the signature of its authorized representative on this agreement, Colerain, agrees to engage Prosource to perform the services described in this SOW and to compensate Prosource on the terms and conditions as described in the Professional Services Proposal.

### Acceptance

#### Prosource

Name: Darin Dempsey

Signature: *Darin Dempsey*

Title: Director of Professional Services

Date: 02/12/2025

#### Colerain

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CONSENT ITEMS

---

Department: Administration  
Department Director: Jeff Weckbach, Township Administrator

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

---

Contract - Cincinnati State - Paramedic Program - No Cost  
Recommend approval of all consent items.

Rationale:  
The attached agreement extends our existing partnership with Cincinnati State for a paramedic program to be hosted in our Township facilities. The contract will expire in one year and is at no cost to the Township.



## **Partnership Agreement**

**2025 - 2026  
Paramedic Program**

## **Career Pathways Partnership Agreement For the Paramedic Program 2025 - 2026**

### **Cincinnati State Technical and Community College Workforce Development Center & Colerain Township, Department of Fire and Emergency Medical Services – Hamilton County, Ohio**

1. **Paramedic Program:** Cincinnati State Workforce Development Center (WDC) will continue to conduct the Paramedic Program, a one-year certificate program, in partnership with the Colerain Township, Department of Fire and Emergency Medical Services (CTFD), with courses to be held at Colerain Township Department of Fire and Emergency Medical Services Administration Complex located at 4200 Springdale Rd. Cincinnati, OH 45251. CTFD will provide the use of classroom space, equipment, and both BCI and FBI background checks for three full semesters of the Paramedic Program beginning May of 2025 and concluding May of 2026.
2. **Payment to Colerain Township:** In keeping with past practice and to demonstrate Cincinnati State's continued commitment to the Colerain Township Department of Fire and Emergency Medical Services, and the Paramedic Program, Cincinnati State Workforce Development Center will pay the Colerain Township Department of Fire and Emergency Medical Services a rental fee for the use of the facilities and equipment. This fee will equal \$225 per student, per semester. In the event a student has an outstanding balance with Cincinnati State at the conclusion of a semester, the amount will be reduced until that balance has been paid. If at any time the enrollment of students attending the program should drop below twelve, the amount of reimbursement will lower to \$175 per student for each subsequent semester until the end of the Program.
3. **Colerain Township Student Enrollment:** In addition to the above payment to the Colerain Township Department of Fire and Emergency Medical Services, in consideration of the continued relationship, 1 seat will be made available at no cost for a CTFD employee, chosen by Colerain Township Department of Fire and Emergency Medical Services to attend the Paramedic Program. In the event that student is unsuccessful in the completion of 3 consecutive semesters, the enrollment waiver will be extended to another employee of CTFD of their choosing.
4. **College Credit Enrollment:** Enrollment into all Cincinnati State Paramedic classes, scheduled to be taught off campus at the Colerain Township Department of Fire and Emergency Medical Services Administration Complex, 4200 Springdale Rd. Cincinnati, Ohio 45252 requires the student paying tuition and being enrolled at Cincinnati State and thereby receiving college credit from Cincinnati State. Both partner institutions will work together to ensure proper registration processes are completed in a timely fashion as required to meet the Ohio Board of Regents census procedures for flexibly scheduled course offerings.

5. **Additionally**

- Applicants for college credit will meet college admission requirements and pay all appropriate fees before any credits earned through this career pathway agreement will be recorded on the student's official Cincinnati State transcript.
- Students who have a recorded account receivable balance, or prior academic probation issue unresolved with the college will not be able to obtain college credit until the issue is resolved.
- Credit will be listed on the student's transcript with the course name and number, as well as, credit hours and grade.

6. **Term of the Agreement:** This agreement will be in effect from June 1, 2025 through May 31, 2026.

7. **Amendment or Termination:** With the agreement of both parties, this document can be amended when needed and said amendments attached, or the document rewritten and signed by mutual agreement of the parties. Changes in federal or state funding and policy could affect this agreement resulting in termination or either party may terminate the agreement with written notice to the other party 30 days in advance and delivered via certified mail.

8. **State of Ohio Contractual Requirements**

1. The following provisions satisfy the State of Ohio contractual requirements:

a. **Choice of Law/Jurisdiction**

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Primary Agreement and/or performance thereunder.

b. **Declaration Regarding Material Assistance/Non-Assistance to Terrorist Organization**

Contractor hereby represents and warrants to College that it has not provided any material assistance, as that term is defined in Ohio Revised Code ("O.R.C.") Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." Contractor further represents and warrants that it has provided or will provide such to College prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to College any funds paid under this Agreement.

c. **Campaign Contributions**

The (vendor) hereby certifies that neither the (vendor) nor any of the (vendor)'s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

d. **Findings for Recovery**

Contractor affirmatively represents and warrants that it is not subject to an "unresolved" finding for recovery under O.R.C. Section 9.24.

e. **Confidentiality**

It is understood by the parties that College is a state community college, created pursuant to O.R.C. Chapter 3358, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by College that is deemed a public record is subject to release if a proper request is made.

f. **Nondiscrimination**

Pursuant to O.R.C. §125.111, parties agree that the party, any subcontractors, and any person acting on behalf of the party or subcontractor, will not discriminate by reason of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this contract. Parties further agree that party, any subcontractor, and any person acting on behalf of party or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry.

g. **Ohio Drug Free Workplace**

The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

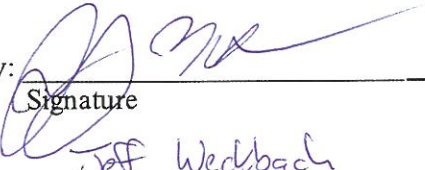
h. **Ohio Ethics Laws**

*By signing this agreement, the parties certify that they are currently in compliance with and will continue to adhere to the requirements of Ohio ethics law as provided by O.R.C. §§ 102.03 and 102.04*

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

(Colerain Township):

(Cincinnati State Technical and Community College)

By:   
Signature  
Jeff Wedebach  
Name  
Administrator  
Title

By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

# CONSENT ITEMS

---

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

---

Contract - Secure Cyber - Block of Hours - \$1,000 - NO EXP

Recommend approval of all consent items.

Rationale:

This contract will give us a bank of hours with Secure Cyber in the event of an emergency.



# SECURECYBER™

Proven. Proactive. Personalized.

## Colerain Township | Block of Hours

**Colerain Township**

4200 Springdale Road  
Colerain Township, OH 45251  
United States

**Robert Shepherd**

rshepherd@colerain.org  
5139235007

Quote created: February 7, 2025

Quote expires: April 30, 2025

**Prepared for: Secure Cyber**

201 Tyler Way

Moraine, OH 45439  
United States

**Prepared by: Kyle Zech**

Director of Sales  
kzech@secdef.com  
+19373696810

| Item & Description                                                                                                                                                                                                                                                                                  | Quantity | Unit Price | Total      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|------------|
| <b>Cybersecurity Professional Services</b><br>- Time & Materials<br>- No SLA<br>-Hours do not roll over<br>-Hours expire one (1) year from the date of approval of this<br>Change Order<br>-Work Requests are to be submitted via ticket<br>to scdsupport@securecyberdefense.com<br>(One-Time Cost) | 4        | \$250.00   | \$1,000.00 |

| Summary           |                   |
|-------------------|-------------------|
| One-time subtotal | \$1,000.00        |
| <b>Total</b>      | <b>\$1,000.00</b> |

**Purchase terms**

Upon approval of this Quote, Customer will be invoiced for the Total One-Time Cost(s). Payment is due within thirty (30) days of the invoice date.

## Comments

## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Robert Shepherd**

rshepherd@colerain.org

A handwritten signature in black ink, appearing to be 'R Shepherd', written over a horizontal line.

# CONSENT ITEMS

---

Department: Administration  
Department Director: Jeff Weckbach, Township Administrator

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

---

Contract - Tru Green - 275 Gateway Weed Control - \$1,300  
Recommend approval of all consent items.

Rationale:  
The attached agreement will provide for weed control at the 275 Gateway. The cost of the agreement is \$1,300.



Amanda Maas

Phone:

#### Customer Information

##### BILL TO:

CLIPPARD PARK-NEW AREA  
10243 DEWHILL LN  
CINCINNATI, OH 45251

Phone:

#### Detail of Charges

| Service Location                                                  | Line Item Description | Round # | Round Description                                                                                               | Total Price |
|-------------------------------------------------------------------|-----------------------|---------|-----------------------------------------------------------------------------------------------------------------|-------------|
| 275 & COLRAIN AVE<br>9970 COLERAIN AVE<br>CINCINNATI, OH 45251    | TruYou Lawn Service   | 2       | Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent) | \$475.00    |
| 275 & COLRAIN AVE<br>9970 COLERAIN AVE<br>CINCINNATI, OH 45251    | TruYou Lawn Service   | 5       | Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)                                   | \$475.00    |
| 275 & COLRAIN AVE 2<br>10134 Colerain Ave<br>Cincinnati, OH 45251 | TruYou Lawn Service   | 2       | Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent) | \$175.00    |
| 275 & COLRAIN AVE 2<br>10134 Colerain Ave<br>Cincinnati, OH 45251 | TruYou Lawn Service   | 5       | Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)                                   | \$175.00    |

Subtotal: \$1,300.00

Total Sales Tax Amount: \$0.00

Grand Total: \$1,300.00

Description:

#### Standard Terms and Conditions

- Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.
- Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
- Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
- Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event

such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. **No Warranties.** Except as expressly set forth in this Agreement. TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details

16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_

REPRESENTATIVE/GENERAL MANAGER

Print Name: Jeff Weckbach

Date: Mar 24, 2025

Customer Signature: Jeff Weckbach  
Jeff Weckbach (Mar 24, 2025 13:31 EDT)

Date: Mar 24, 2025

AUTHORIZED AGENT/CUSTOMER

# CONSENT ITEMS

---

Department: Police  
Department Director: Ed Cordie, Police Chief

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

---

Contract - NAVSURFWARCENDIV Crane - Law Enforcement Electro-Optics - \$1,200 - Annual  
Recommend approval of all consent items.

Rationale:  
The attached agreement will provide Monocular Night Vision Systems for our officers on the Hamilton County SWAT team. The cost of the agreement is \$1,200.

**MEMORANDUM OF AGREEMENT**  
BETWEEN  
THE GOVERNMENT (NAVSURFWARCENDIV CRANE) AND THE AGENCY;  
Colerain Police Department

**FOR THE ELECTRO-OPTIC LOAN PROGRAM**

This is a memorandum of agreement (MOA) between The Government (Crane Division, Naval Surface Warfare Center (NAVSURFWARCENDIV)) and the Agency,  
Colerain Police Department  
When referred to collectively, The Government and the Agency are referred to as the "Parties."

**1.0 BACKGROUND**

The Law Enforcement Electro-Optics Loan Program was formalized at NAVSURFWARCENDIV Crane in August of 1999 in accordance with SECNAVINST 5820.7C. The goal of the program is to optimize taxpayer's money by extending the useful life of military electro-optics equipment and provide law enforcement officials with a significant crime fighting capability they otherwise may not be able to afford.

**2.0 AUTHORITIES**

This Agreement is entered into pursuant to the authority of DoDI 4000.19, of 16 December 2020 and SECNAVINST 5820.7C.

**3.0 PURPOSE AND SCOPE**

The purpose of this Agreement is to extend NAVSURFWARCENDIV Crane cooperation with civilian law enforcement officials to the maximum extent practicable, consistent with the policy and procedures set forth in DoDI 4000.19.

**4.0 RESPONSIBILITIES OF THE PARTIES**

**4.1 The Government will -**

- 4.1.1 Upon approval of the request for the loan of equipment, an authorized official of NAVSURFWARCENDIV Crane shall execute a DD Form 1348-1A Issue/Receipt Document. The custodial document shall include the date of receipt, the name of the official signing out and returning the equipment, the office telephone number of the official, Agreement number, and equipment serial numbers.
- 4.1.2 Repair or replace equipment provided under this agreement at its discretion, inclusive of assessment of any costs, during the term of the agreement if failure of operation is caused by other than normal use. Requests for same may be made to NAVSURFWARCENDIV Crane Point of Contact identified in paragraph 6.1.1.1.
- 4.1.3 In replacement scenarios, all transactions will be documented in the DD Form 1348-1A Issue/Receipt Document indicating a serial number for serial number exchange. Consideration for exchanges of equipment that fails to perform during normal use is included in the agreement fee and is therefore not subject to additional costs. Federal/State/Local law enforcement agencies will not receive consideration or extension for any period of time during the agreement that equipment should fail or become inoperable.
- 4.1.4 The resources to be provided are identified in Block 6 of this agreement. NAVSURFWARCENDIV Crane personnel made available for the operation of any loaned equipment shall not become directly involved in the law enforcement activities such as interdiction of vehicles, search and seizures, arrests, apprehension, stop and frisk, surveillance, or other activities proscribed by federal law and regulation, of any state/local law enforcement agency.

4.2 The Agency will -

4.2.1 The receipt, transportation and return of all equipment is the sole responsibility of the requesting State/Local law enforcement agency who shall designate in writing a representative authorized to ship and receive equipment to and from NAVSURFWARCENDIV Crane.

4.2.2 State/Local law enforcement agency shall make all reasonable attempts to protect the equipment from becoming damaged, lost, or stolen. Federal/State/Local Law enforcement agencies renewing a prior active Agreement, verify by signing this Agreement that all prior equipment provided is still accounted for and in their possession.

4.3. Both Parties will -

4.3.1 Ensure Points of Contact in 6.1 are updated as required by administrative changes.

## **5.0 PERSONNEL**

There are no anticipated personnel responsibilities identified in this MOA.

## **6.0 GENERAL PROVISIONS**

6.1 POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1 For the Government -

6.1.1.1 NAVSURFWARCENDIV Crane Point of Contact under this agreement for equipment, facilities, and/or training, either oral or by email shall be sent to:

**Mr. Scott D. Arthur**

**812-854-6650**

**scott.d.arthur2.civ@us.navy.mil**

6.1.1.2 Position, office identification, phone number and email of alternate POC:

**Ms. Tracy Hersman**

**812-381-0892**

**tracy.r.hersman.civ@us.navy.mil**

6.1.2 For the Agency -

6.1.2.1 Position, office identification, phone number and email of primary POC:

**Name:** Colerain Police Department

**Phone Number:** (513) 321-2677

**Email Address:** Ddoerflein@colerain.org

**Fax Number:** (513) 321-6603

6.2 CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the Government, to:

**Commanding Officer  
Naval Surface Warfare Center  
300 HWY 361  
Electro-Optic Technology Division, Bldg. 2044, Attn: S. Arthur  
Crane, IN 47522**

and, if to the Agency, to (insert mailing address):

4200 Springdale Road  
Colerain,

Ohio 45251

or as may from time to time otherwise be directed by the Parties.

- 6.3 REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for updates to equipment loaned and financial requirements.
- 6.4 MODIFICATION OF AGREEMENT. This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.
- 6.5 DISPUTES. Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.
- 6.6 TERMINATION OF AGREEMENT. This MOA may be terminated by either Party by giving at least 10 days' written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.
- 6.7 TRANSFERABILITY. This MOA is not transferable except with the written consent of the Parties.
- 6.8 ENTIRE AGREEMENT. It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.
- 6.9 EFFECTIVE DATE. This MOA takes effect beginning on the day after the last Party signs.
- 6.10 EXPIRATION DATE. This MOA expires on New Contract .
- 6.11 CANCELLATION OR MODIFICATION OF PREVIOUS AGREEMENT. This MOA modifies or cancels and supersedes the previously signed agreement between the same Parties.
- 6.12 NO THIRD PARTY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

- 6.13 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.
- 6.14 OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

## 7.0 FINANCIAL DETAILS

- 7.1 AVAILABILITY OF FUNDS. This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
- 7.2 BILLING. The Agency will provide the Government with payment via Automated Clearing House (ACH) or Wire Transfer with the acceptance of this MOA in accordance with the procedures of the Government.
- 7.3 PAYMENT OF BILLS. The Agency's paying office will forward payments, along with a copy of the signed MOA, to The Government within 30 calendar days. Bills rendered will not be subject to audit in advance of payment.

Notification of payment MUST be sent to [mailbox--cran\\_wire\\_transfers@navy.mil](mailto:mailbox--cran_wire_transfers@navy.mil) and [patricia.l.graves6.civ@us.navy.mil](mailto:patricia.l.graves6.civ@us.navy.mil).

### For ACH:

Bank Name: Credit Gateway  
Address: 60 Livingston Avenue  
St. Paul, MN 55107  
RTN/ABA: 051036706  
A/C: 801700778009

### Checks:

Must be made out to:  
US TREASURY or DFAS.

**(All others will be returned)**

### Mailed to:

Commanding Officer  
Naval Surface Warfare Center  
300 HWY 361  
Electro Optic Technology Division, Bldg. 2044, Attn: S. Arthur  
Crane, IN 47522

### For Wire Transfer:

Bank Name: U.S. Treasury  
Address: 1500 Pennsylvania Avenue NW  
Washington, DC 20220  
Country: USA  
RTN/ABA: 021030004  
Account Name: DFAS-Cleveland  
Account Number: 801700778009

- 7.4 FINANCIAL SPECIFICS. See Attachment A for all other details and information on the reimbursable support identified in this MOA.
- 7.5 ECONOMY ACT DETERMINATION. If the MOA is being entered into in accordance with Section 1535 of Title 31, United States Code (the Economy Act), both Parties agree that the requirements listed in Paragraph (a) of the Economy Act have been met.

# ATTACHMENT A



**Department of the Navy**  
**Naval Surface Warfare Center, Crane Division**  
**300 Hwy 361, Bldg. 2044, Electro-Optic Technology Division**  
**Crane, Indiana 47522**

## Cooperation With Civilian Law Enforcement Officials Agreement

Agreement entered into pursuant to SECNAV Instruction 5820.7C and NSWCCRANEINST 5700.1

|                                                                                                                                                                                                                    |                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| 1a. Federal/State/Local Law Enforcement Agency Name:<br>Colerain Police Department<br><br>1b. Agency Mailing Address:<br>4200 Springdale Road<br>Colerain,<br><br>State: Ohio                      Zip Code: 45251 | 2. Agreement Number: N00164LE1321-25                                                                    |
|                                                                                                                                                                                                                    | 3. Agreement Start/Renewal Date:    New Contract                                                        |
|                                                                                                                                                                                                                    | 4. Agreement Termination Date:    New Contract                                                          |
|                                                                                                                                                                                                                    | 5. Estimated Total Cost (See paragraph III Terms and Conditions below):                      \$1,200.00 |

### 6. Statement of Supplies/Services to be Furnished:

| Designation, Nomenclature, Stock Number Replacement Value, & Serial Numbers               | Qty | Unit Price        | Amount     |
|-------------------------------------------------------------------------------------------|-----|-------------------|------------|
| SU-250/U, Submersible Monocular NV System, NSN: 5855-01-562-7562; Repl Value \$3,000 each | 4   | \$300.00          | \$1,200.00 |
| Serial Numbers:<br>TBD                                                                    |     |                   |            |
| Select an Item                                                                            | 0   | \$300.00          | \$ 0.00    |
| Serial Numbers:<br>4 ea. J-Arms will also be shipped.                                     |     |                   |            |
| Select an Item                                                                            |     | \$300.00          | \$ 0.00    |
| Serial Numbers:                                                                           |     |                   |            |
| Select an Item                                                                            |     | \$300.00          | \$ 0.00    |
| Serial Numbers:                                                                           |     |                   |            |
| Select an Item                                                                            |     | \$300.00          | \$ 0.00    |
| Serial Numbers:                                                                           |     |                   |            |
| Select an Item                                                                            |     | \$300.00          | \$ 0.00    |
| Serial Numbers:                                                                           |     |                   |            |
| Select an Item                                                                            |     | \$300.00          | \$ 0.00    |
| Serial Numbers:                                                                           |     |                   |            |
| <b>Total</b>                                                                              |     | <b>\$1,200.00</b> |            |

**8.0 LIST OF ATTACHMENTS: Attachment A.**

AGREED: [Approval authority signatures will never be alone on a blank page]

**ACCEPTANCE OF AGREEMENT on behalf of:**

Colerain Police Department

by: X

Signature

03/26/25

Date

LT. Dean Doerflein

Type Name and Title

Colerain Police Department

Name of Law Enforcement Agency

**ACCEPTANCE OF AGREEMENT on behalf of NAVSURFWARCENDIV Crane by:**

X

BRANDON J. BOEGLIN

By direction  
NSWC Crane

25 Feb 2025

Date

| 7. Points of Contact                                                                          |                                                                                           |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Primary Federal/State/Local Law Enforcement Agency Official (Name):                           | Financial/Admin Federal/State/Local Law Enforcement Agency POC (Name):                    |
| LT. Dean Doerflein                                                                            | LT. Dean Doerflein                                                                        |
| Phone: (513) 321-2677                                                                         | Phone: (513) 321-2677                                                                     |
| Fax: (513) 321-6603                                                                           | Fax: (513) 321-6603                                                                       |
| Email: Ddoerflein@colerain.org                                                                | Email: Ddoerflein@colerain.org                                                            |
| Government Law Enforcement Program Manager (Name):                                            | Government Agreement Administrator (Name):                                                |
| <b>Scott Arthur</b>                                                                           | <b>Debbie Owens, CTR</b>                                                                  |
| Phone: 812-854-6650                                                                           | Phone: 812-854-4439                                                                       |
| Fax: 812-854-8559                                                                             | Fax: 812-854-8559                                                                         |
| Email: <a href="mailto:scott.d.arthur2.civ@us.navy.mil">scott.d.arthur2.civ@us.navy.mil</a>   | Email: <a href="mailto:debbie.d.owens.ctr@us.navy.mil">debbie.d.owens.ctr@us.navy.mil</a> |
| Government Agreement Administrator (Name):                                                    |                                                                                           |
| <b>Nancy Sherfick</b>                                                                         |                                                                                           |
| Phone: 812-854-2624                                                                           |                                                                                           |
| Fax: 812-854-8559                                                                             |                                                                                           |
| Email: <a href="mailto:nancy.l.sherfick.civ@us.navy.mil">nancy.l.sherfick.civ@us.navy.mil</a> |                                                                                           |

# CONSENT ITEMS

---

Department: Fire  
Department Director: Allen Walls, Fire Chief

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

---

Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - \$1,848.78  
Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a \$1,848.78 donation from Cincinnati Moose Lodge #2.

# CONSENT ITEMS

---

Department: Fire  
Department Director: Allen Walls, Fire Chief

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

---

Donation Acceptance - Department of Fire and EMS - From Jill Johnson - \$100.00 (Check)  
Recommend approval of all consent items.

Rationale:  
Colerain Township Department of Fire and EMS is grateful for a \$100.00 donation from Jill Johnson.

# CONSENT ITEMS

---

Department: Fire  
Department Director: Allen Walls, Fire Chief

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

---

Reclassification of Employee - Part-time Firefighter/Paramedic - Department of Fire and EMS - Meghan Ungar - \$21.33

Recommend approval of all consent items.

Rationale:

Reclassification of Employee - Part-time Firefighter/Paramedic - Department of Fire and EMS - Meghan Ungar - \$21.33. Contingent upon Board approval, she would be eligible to begin work on April 13, 2025.

# CONSENT ITEMS

---

Department: Fire  
Department Director: Allen Walls, Fire Chief

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

---

New Hire - Full-Time Firefighter/Paramedic - Department of Fire and EMS - Caleb Madison - \$23.67 per hour  
Recommend approval of all consent items.

Rationale:  
The position of Firefighter/Paramedic was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individual:

- Caleb Madison

The wage for this job is \$23.67 per hour. Contingent upon Board approval, Caleb Madison would be eligible to begin work on April 22, 2025.

# CONSENT ITEMS

---

Department: Public Services  
Department  
Director:

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

---

New Hire - Superintendent of Public Services - Department of Public Services - Christopher Sellman - \$40.85  
Recommend approval of all consent items.

Rationale:

The position of Superintendent of Public Services was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Christopher Sellman

The wage for this job is \$40.85 per hour for 40hours per week. Contingent upon Board approval, he would be eligible to begin work on April 28, 2025.

# CONSENT ITEMS

---

Department: Fire  
Department Director: Allen Walls, Fire Chief

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

---

New Hire - Seasonal Fire Hydrant Maintenance Worker - Department of Fire and EMS - Clayton Kugler and David Spencer - \$17.43

Recommend approval of all consent items.

Rationale:

The position of Seasonal Fire Hydrant Maintenance Worker was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individuals:

- Clayton Kugler
- David Spencer

The wage for this job is \$17.43 per hour and the applicant will work less than 30 hours per week. Contingent upon Board approval, they would be eligible to begin work on April 13, 2025.

# CONSENT ITEMS

---

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

---

New Hire - Part Time Code Enforcement Officer - Police Department - Timothy Glazell - \$18.00/hour  
Recommend approval of all consent items.

Rationale:  
The position of Part-Time Code Enforcement Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Timothy Glazell.  
  
The wage for this job is \$18.00 per hour for 20 hours per week. Contingent upon Board approval, Tim will be eligible to begin work on April 9, 2025.

# CONSENT ITEMS

---

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

---

Contract - Dynegy - Electric for Township Buildings - Expires May 2026

Recommend approval of all consent items.

Rationale:

The attached agreement locks in electric rates for township facilities through May of 2026.



**ELECTRIC SERVICE AGREEMENT**  
**EXHIBIT A – Standard Large Stable**  
**Issued: April 3, 2025**

This offer is presented to **COLERAIN TOWNSHIP** ("Customer") by **DYNEGY ENERGY SERVICES EAST, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

| Table 1                                   |            |                       |                     |                     |                             |                              |
|-------------------------------------------|------------|-----------------------|---------------------|---------------------|-----------------------------|------------------------------|
| Select Term:                              | Quote #:   | Delivery Term Begins: | Delivery Term Ends: | Power Price (/kWh): | Voluntary REC Quantity (%): | Voluntary EFEC Quantity (%): |
|                                           | Q-03238923 | May 2025              | May 2026            | \$0.07590           | N/A                         | N/A                          |
| Utility:                                  |            | Duke Energy           |                     |                     |                             |                              |
| Regional Transmission Organization (RTO): |            | PJM                   |                     |                     |                             |                              |
| Broker Consultant (If blank, N/A):        |            | Energy Alliances, Inc |                     |                     |                             |                              |

**Power Price:** Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, or Voluntary EFECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

**Voluntary REC Quantity:** If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

**Voluntary EFEC Charge:** If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary EFEC Quantity requested by Customer.

**Emission Free Energy Certificates:** Supplier agrees to provide emission free energy supply based on Customer's specified percentage as set forth herein. Emission free energy supply may be provided through an Emission Free Energy Certificate ("EFEC"), an Alternative Energy Certificate ("AEC"), a Zero Emission Certificate ("ZEC"), or any other recognized instrument representing emission free energy, collectively a "Certificate." Each Certificate represents the environmental and fuel diversity attributes of one megawatt-hour of electricity generated by an eligible emission free source. Certificates will be provided in an amount equivalent to the value shown in Table 1 of the Customer's actual net usage over the term of the Agreement. Upon written request from Customer, Supplier will provide Customer with an attestation that (a) Certificates were generated in an amount equivalent to the percentage of Customer's actual net usage as provided herein, and (b) each Certificate has not been previously contracted and cannot be claimed by any other customer. The Certificate may be provided from the obligation year or an earlier vintage year. Customer shall be entitled to (i) identify, and (ii) make marketing claims regarding the purchase of Certificates under this Agreement only after Supplier has reviewed and provided its written consent. Notwithstanding the foregoing, Customer understands the physical output and associated electrons from the generation source of the Certificates may not be generated on the same electric grid as the Customer's premises.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

**Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.**

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

**This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.**

**IN WITNESS WHEREOF**, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

|                                         |                                                                                             |
|-----------------------------------------|---------------------------------------------------------------------------------------------|
| <b>DYNEGY ENERGY SERVICES EAST, LLC</b> | <b>COLERAIN TOWNSHIP</b>                                                                    |
| By: _____                               | By:  _____ |
| Name: _____                             | Name: <u>Jen Weckbach</u> (3, 2025 12:52 CDT)                                               |
| Title: _____                            | Title: <u>Administrator</u>                                                                 |
| Date: _____                             | Date: <u>Apr 3, 2025</u>                                                                    |
|                                         | <b>**Signatory certifies authorization to enter in to this Agreement</b>                    |

**BILLING AND NOTICE INFORMATION**

FEIN or DUNS#: \_\_\_\_\_

☐ Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3- 01.

If applicable, see Section 4 of the Terms & Conditions for below:

☐ Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.

☐ Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.

**Invoices**

(Complete below section)

**Notices**

Attn: Accounts Payable  
Address: 4725 SPRINGDALE RD  
CINCINNATI  
OH 45251  
E-mail: \_\_\_\_\_  
Phone: \_\_\_\_\_

Attn: Geoff Milz  
Address: 4725 SPRINGDALE RD  
CINCINNATI, OH 45251  
E-mail: gmilz@colerain.org  
Phone: (513) 923-5000

**Sales Contact**

Name: Derek R King  
Address: 312 Walnut Street, Ste 1500  
Cincinnati  
OH 45202  
E-mail: derek.king@vistracorp.com  
Phone: (859) 486-4032

**Notices/Inquires**

Attn: Customer Care  
Address: 6555 Sierra Drive  
Irving  
TX 75039  
E-mail: DESBusinessCare@vistraenergy.com  
Phone: 800-920-5039

**Upon dual execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.**

**ELECTRIC SERVICE AGREEMENT**  
**ACCOUNT INFORMATION SHEET FOR**  
**COLERAIN TOWNSHIP AS OF 04/03/2025**

| TABLE 2<br>Utility: Duke Energy |                        |            |                       |
|---------------------------------|------------------------|------------|-----------------------|
|                                 | Account #              | Bill Group | Service Location      |
| 1                               | 910114953452Z110699512 | 2          | , PLESNT RUN OH 45002 |
| 2                               | 910117116497Z109444280 | 2          | , PLESNT RUN OH 45002 |
| 3                               | 910117116546Z109210318 | 1          | , PLESNT RUN OH 45002 |
| 4                               | 910117116596Z109825190 | 4          | , PLESNT RUN OH 45002 |
| 5                               | 910117116645Z109252795 | 2          | , PLESNT RUN OH 45002 |
| 6                               | 910117116679Z109381239 | 1          | , PLESNT RUN OH 45002 |
| 7                               | 910117116679Z110395220 | 1          | , PLESNT RUN OH 45002 |
| 8                               | 910117116728Z108977261 | 17         | , PLESNT RUN OH 45002 |
| 9                               | 910117116778Z109920441 | 4          | , PLESNT RUN OH 45002 |
| 10                              | 910117123206Z109873120 | 2          | , PLESNT RUN OH 45002 |
| 11                              | 910117240408Z109749247 | 20         | , PLESNT RUN OH 45002 |
| 12                              | 910117451275Z109065569 | 2          | , PLESNT RUN OH 45002 |
| 13                              | 910117925913Z110390550 | 2          | , PLESNT RUN OH 45002 |
| 14                              | 910117925963Z110368530 | 2          | , PLESNT RUN OH 45002 |
| 15                              | 910117962017Z110839241 | 2          | , PLESNT RUN OH 45002 |
| 16                              | 910117965565Z109429599 | 2          | , PLESNT RUN OH 45002 |
| 17                              | 910118166706Z109089329 | 3          | , PLESNT RUN OH 45002 |
| 18                              | 910118166706Z110125019 | 3          | , PLESNT RUN OH 45002 |
| 19                              | 910118166798Z109246998 | 1          | , PLESNT RUN OH 45002 |
| 20                              | 910118166821Z109331583 | 2          | , PLESNT RUN OH 45002 |
| 21                              | 910118174699Z110472982 | 2          | , PLESNT RUN OH 45002 |
| 22                              | 910118182920Z109800001 | 7          | , PLESNT RUN OH 45002 |
| 23                              | 910118215766Z109159721 | 17         | , PLESNT RUN OH 45002 |
| 24                              | 910118215766Z109345476 | 17         | , PLESNT RUN OH 45002 |
| 25                              | 910118215766Z109406102 | 17         | , PLESNT RUN OH 45002 |
| 26                              | 910118215766Z109471327 | 17         | , PLESNT RUN OH 45002 |
| 27                              | 910118352988Z109160131 | 3          | , PLESNT RUN OH 45002 |

|    |                        |    |                       |
|----|------------------------|----|-----------------------|
| 28 | 910118603558Z109340843 | 2  | , PLESNT RUN OH 45002 |
| 29 | 910118884957Z109245803 | 2  | , PLESNT RUN OH 45002 |
| 30 | 910119005407Z109741703 | 2  | , PLESNT RUN OH 45002 |
| 31 | 910119005449Z109770322 | 2  | , PLESNT RUN OH 45002 |
| 32 | 910119195135Z109532066 | 7  | , PLESNT RUN OH 45002 |
| 33 | 910120082144Z109953423 | 2  | , PLESNT RUN OH 45002 |
| 34 | 910120812029Z108988195 | 2  | , PLESNT RUN OH 45002 |
| 35 | 910120812029Z109683572 | 2  | , PLESNT RUN OH 45002 |
| 36 | 910122835868Z109466019 | 17 | , PLESNT RUN OH 45002 |
| 37 | 910122837133Z109352315 | 17 | , PLESNT RUN OH 45002 |
| 38 | 910122878827Z109670769 | 17 | , PLESNT RUN OH 45002 |
| 39 | 910122879729Z109714647 | 17 | , PLESNT RUN OH 45002 |
| 40 | 910122884932Z109593042 | 17 | , PLESNT RUN OH 45002 |
| 41 | 910122886661Z109304839 | 17 | , PLESNT RUN OH 45002 |
| 42 | 910122887737Z109766716 | 19 | , PLESNT RUN OH 45002 |
| 43 | 910122887779Z109708783 | 17 | , PLESNT RUN OH 45002 |
| 44 | 910122898524Z109325827 | 17 | , PLESNT RUN OH 45002 |
| 45 | 910122900018Z109802704 | 16 | , PLESNT RUN OH 45002 |
| 46 | 910122901580Z109580549 | 17 | , PLESNT RUN OH 45002 |
| 47 | 910122901738Z109118934 | 17 | , PLESNT RUN OH 45002 |
| 48 | 910122902250Z109525713 | 17 | , PLESNT RUN OH 45002 |
| 49 | 910122903300Z109520775 | 17 | , PLESNT RUN OH 45002 |
| 50 | 910122903912Z109017330 | 17 | , PLESNT RUN OH 45002 |
| 51 | 910122904062Z110039709 | 17 | , PLESNT RUN OH 45002 |
| 52 | 910122905956Z110025277 | 17 | , PLESNT RUN OH 45002 |
| 53 | 910122907601Z109782792 | 17 | , PLESNT RUN OH 45002 |
| 54 | 910122908016Z109974173 | 17 | , PLESNT RUN OH 45002 |
| 55 | 910122908058Z109733211 | 17 | , PLESNT RUN OH 45002 |
| 56 | 910122908967Z110102066 | 17 | , PLESNT RUN OH 45002 |
| 57 | 910122910630Z109067252 | 17 | , PLESNT RUN OH 45002 |
| 58 | 910122911863Z110041595 | 17 | , PLESNT RUN OH 45002 |
| 59 | 910122915742Z109039258 | 17 | , PLESNT RUN OH 45002 |

|    |                        |    |                       |
|----|------------------------|----|-----------------------|
| 60 | 910122917918Z109461397 | 17 | , PLESNT RUN OH 45002 |
| 61 | 910122942191Z109578104 | 17 | , PLESNT RUN OH 45002 |
| 62 | 910122942191Z110185171 | 17 | , PLESNT RUN OH 45002 |
| 63 | 910122943879Z109358411 | 17 | , PLESNT RUN OH 45002 |
| 64 | 910122944896Z109499994 | 19 | , PLESNT RUN OH 45002 |
| 65 | 910122950985Z109599100 | 17 | , PLESNT RUN OH 45002 |
| 66 | 910122951077Z109093935 | 17 | , PLESNT RUN OH 45002 |
| 67 | 910122953417Z109623558 | 17 | , PLESNT RUN OH 45002 |
| 68 | 910122953813Z109338692 | 17 | , PLESNT RUN OH 45002 |
| 69 | 910122954632Z109147412 | 17 | , PLESNT RUN OH 45002 |
| 70 | 910122955229Z109062881 | 17 | , PLESNT RUN OH 45002 |
| 71 | 910122955229Z110191321 | 17 | , PLESNT RUN OH 45002 |
| 72 | 910122955732Z109417802 | 17 | , PLESNT RUN OH 45002 |
| 73 | 910122956254Z109425377 | 17 | , PLESNT RUN OH 45002 |
| 74 | 910122958834Z109220220 | 17 | , PLESNT RUN OH 45002 |
| 75 | 910122958834Z109397341 | 17 | , PLESNT RUN OH 45002 |
| 76 | 910122959306Z109165913 | 17 | , PLESNT RUN OH 45002 |
| 77 | 910122959835Z109573686 | 17 | , PLESNT RUN OH 45002 |
| 78 | 910122960573Z109599191 | 17 | , PLESNT RUN OH 45002 |
| 79 | 910122960903Z109717770 | 17 | , PLESNT RUN OH 45002 |
| 80 | 910122963047Z109836012 | 19 | , PLESNT RUN OH 45002 |
| 81 | 910122989857Z109613100 | 17 | , PLESNT RUN OH 45002 |
| 82 | 910122994953Z109908470 | 17 | , PLESNT RUN OH 45002 |
| 83 | 910122997427Z109171862 | 17 | , PLESNT RUN OH 45002 |
| 84 | 910122997526Z110151698 | 19 | , PLESNT RUN OH 45002 |
| 85 | 910122998329Z109288069 | 17 | , PLESNT RUN OH 45002 |
| 86 | 910123000338Z109624612 | 17 | , PLESNT RUN OH 45002 |
| 87 | 910123001561Z109738847 | 17 | , PLESNT RUN OH 45002 |
| 88 | 910123005317Z109456281 | 17 | , PLESNT RUN OH 45002 |
| 89 | 910123006376Z109340164 | 17 | , PLESNT RUN OH 45002 |
| 90 | 910123006376Z109585916 | 17 | , PLESNT RUN OH 45002 |
| 91 | 910123014756Z109457242 | 17 | , PLESNT RUN OH 45002 |

|     |                        |    |                       |
|-----|------------------------|----|-----------------------|
| 92  | 910123015070Z109633031 | 17 | , PLESNT RUN OH 45002 |
| 93  | 910123015202Z109430889 | 17 | , PLESNT RUN OH 45002 |
| 94  | 910123015822Z108983191 | 17 | , PLESNT RUN OH 45002 |
| 95  | 910123016104Z109460327 | 17 | , PLESNT RUN OH 45002 |
| 96  | 910123016683Z109891808 | 17 | , PLESNT RUN OH 45002 |
| 97  | 910123017139Z109959098 | 17 | , PLESNT RUN OH 45002 |
| 98  | 910123017197Z109206941 | 17 | , PLESNT RUN OH 45002 |
| 99  | 910123032394Z109645835 | 17 | , PLESNT RUN OH 45002 |
| 100 | 910123032740Z110402341 | 19 | , PLESNT RUN OH 45002 |
| 101 | 910123033303Z110125287 | 17 | , PLESNT RUN OH 45002 |
| 102 | 910123042990Z109460427 | 17 | , PLESNT RUN OH 45002 |
| 103 | 910123045571Z109456142 | 17 | , PLESNT RUN OH 45002 |
| 104 | 910123050271Z109579948 | 17 | , PLESNT RUN OH 45002 |
| 105 | 910123050891Z110465863 | 17 | , PLESNT RUN OH 45002 |
| 106 | 910123054168Z109622955 | 17 | , PLESNT RUN OH 45002 |
| 107 | 910123063060Z109488537 | 17 | , PLESNT RUN OH 45002 |
| 108 | 910123065856Z109354149 | 17 | , PLESNT RUN OH 45002 |
| 109 | 910123079365Z109577843 | 17 | , PLESNT RUN OH 45002 |
| 110 | 910123082500Z109270643 | 17 | , PLESNT RUN OH 45002 |
| 111 | 910123094330Z109891589 | 17 | , PLESNT RUN OH 45002 |
| 112 | 910123094752Z109423539 | 17 | , PLESNT RUN OH 45002 |
| 113 | 910123096978Z109861621 | 17 | , PLESNT RUN OH 45002 |
| 114 | 910123097193Z110084124 | 17 | , PLESNT RUN OH 45002 |
| 115 | 910123098342Z110140763 | 17 | , PLESNT RUN OH 45002 |
| 116 | 910123111970Z109657585 | 19 | , PLESNT RUN OH 45002 |
| 117 | 910123129029Z109460550 | 17 | , PLESNT RUN OH 45002 |
| 118 | 910123131792Z109875188 | 17 | , PLESNT RUN OH 45002 |
| 119 | 910123139930Z109888306 | 19 | , PLESNT RUN OH 45002 |
| 120 | 910123141075Z109572526 | 17 | , PLESNT RUN OH 45002 |
| 121 | 910123144705Z109135002 | 17 | , PLESNT RUN OH 45002 |
| 122 | 910123150589Z109353976 | 17 | , PLESNT RUN OH 45002 |
| 123 | 910123151291Z109864773 | 17 | , PLESNT RUN OH 45002 |

|     |                        |    |                                              |
|-----|------------------------|----|----------------------------------------------|
| 124 | 910123178028Z109739989 | 17 | , PLESNT RUN OH 45002                        |
| 125 | 910127801082Z113899884 | 16 | , PLESNT RUN OH 45002                        |
| 126 | 910132455245Z113904825 | 19 | , PLESNT RUN OH 45002                        |
| 127 | 910156758920Z114442866 | 6  |                                              |
| 128 | 910159758518Z114483567 | 4  | 8282 CLARA AVE, CINCINNATI, OH 452394215     |
| 129 | 910159872121Z114483649 | 6  | 3955 GENERATION DR, CINCINNATI, OH 452514907 |

**ELECTRIC SERVICE AGREEMENT  
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

**1. ELECTRIC ENERGY SERVICES**

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and Customer agrees to the full extent allowed by law to hold Supplier harmless from any liability, demand, or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

**2. TERM OF AGREEMENT**

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

**3. MONTHLY RENEWAL**

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its

sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

**4. PAYMENTS/INVOICES**

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be twenty-one (21) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make

payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

#### **5. CUSTOMER INFORMATION**

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

#### **6. TAXES**

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to the full extent allowed by law to hold Supplier harmless from any liability, demand, or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

#### **7. CREDIT**

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

#### **8. CONFIDENTIALITY**

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

#### **9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY**

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

#### **10. FORCE MAJEURE**

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable

control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

#### **11. CHANGE IN LAW OR REGULATORY EVENT**

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

#### **12. ASSIGNMENT/CUSTOMER NAME CHANGE**

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

#### **13. WAIVER**

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

#### **14. EVENTS OF DEFAULT**

**Definition:** An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

**Suspension and Early Termination:** If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price multiplied by the Total Monthly Usage kWh in

the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

#### **15. MISCELLANEOUS**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

#### **16. FORWARD CONTRACT/NON-UTILITY**

##### **ACKNOWLEDGEMENT**

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

#### **17. RESOLUTION OF DISPUTES/ARBITRATION**

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

#### **18. EXECUTION**

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

#### **19. CHANGES IN CONSUMPTION**

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

#### **20. CUSTOMER SERVICE**

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.