

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Special Meeting of the Board of Trustees - Consideration of Resolutions to Create TIFs and Collective Bargaining Agreement

1. **Opening of Meeting**
2. **Pledge of Allegiance 5PM**
3. **Meditation (Moment of Silence)**
4. **New Business**

Public Services

- a. Motion Authorizing Township Administrator to Execute Collective Bargaining Agreement with AFSCME - Public Services in substantially the same form

Development

- a. Resolution Establishing a TIF District - Staverman
- b. Resolution Establishing a TIF District - Taylor Glen

5. **Adjournment**

PUBLIC SERVICES

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Motion Authorizing Township Administrator to Execute Collective Bargaining Agreement with AFSCME - Public Services in substantially the same form

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township Administration has negotiated the attached Collective Bargaining Agreement with the AFSCME Union which represents employees in our Public Services Department.

Collective Bargaining Agreement

JANUARY 1, 2026 – DECEMBER 31, 2028

Colerain Township Board of Trustees

AND

AFSCME Ohio Council 8, AFL-CIO, Local 3553 Colerain Township Parks,
Public Works, and Service Employees

TABLE OF CONTENTS

	PAGE
ARTICLE 1	RECOGNITION..... 4
ARTICLE 2	PURPOSE..... 4
ARTICLE 3	COPIES OF AGREEMENT..... 4
ARTICLE 4	INTEGRITY OF AGREEMENT 4
ARTICLE 5	MANAGEMENT RIGHTS..... 5
ARTICLE 6	NO STRIKE/NO LOCKOUT 6
ARTICLE 7	GRIEVANCE PROCEDURE..... 6
ARTICLE 8	PROBATIONARY EMPLOYEES 9
ARTICLE 9	NO DISCRIMINATION 9
ARTICLE 10	PERFORMANCE EVALUATION 9
ARTICLE 11	SENIORITY 10
ARTICLE 12	LAYOFF AND RECALL 11
ARTICLE 13	DISCIPLINE 13
ARTICLE 14	JOB BIDDING 15
ARTICLE 15	DOCUMENTATION 15
ARTICLE 16	CORRESPONDENCE TO EMPLOYEES..... 16
ARTICLE 17	SPAN OF CONTROL..... 16
ARTICLE 18	LABOR/MANAGEMENT MEETING..... 16
ARTICLE 19	HOURS OF WORK AND OVERTIME 16
ARTICLE 20	WAGES..... 19
ARTICLE 21	LONGEVITY..... 19
ARTICLE 22	RESIDENCY 20
ARTICLE 23	TERMS & CONDITIONS FOR PAYMENT OF WAGES..... 21
ARTICLE 24	TRAVEL REIMBURSEMENT 21
ARTICLE 25	JURY & WITENESS DUTY..... 22
ARTICLE 26	HOLIDAYS 22
ARTICLE 27	VACATION..... 23
ARTICLE 28	UNIFORMS 24
ARTICLE 29	FUNERAL LEAVE..... 25
ARTICLE 30	SICK LEAVE 25
ARTICLE 31	UNION LEAVE 27
ARTICLE 32	GENERAL LEAVE OF ABSENCE 27
ARTICLE 33	LIABILITY INSURANCE 27
ARTICLE 34	PRESCRIPTION, MEDICAL & DENTAL INSURANCE 27
ARTICLE 35	LIFE INSURANCE 28
ARTICLE 36	WORKERS COMPENSATION 28
ARTICLE 37	PENSION PLAN & RETIREMENT..... 28

ARTICLE 38	INJURY REPORT	29
ARTICLE 39	UNION SECURITY	29
ARTICLE 40	SUCCESSORSHIP	29
ARTICLE 41	P.E.O.P.L.E. DEDUCTION	30
ARTICLE 42	UNION ACTIVITY, VISITATION & BULLETIN BOARDS	30
ARTICLE 43	SAFETY EQUIPMENT	31
ARTICLE 44	SAFETY & FOUL WEATHER APPAREL	31
ARTICLE 45	WATER & ICE	32
ARTICLE 46	COMMERCIAL DRIVER's LICENCE	32
ARTICLE 47	DRUG & ALCHOHOL TESTING.....	33
ARTICLE 48	JOB DESCRIPTION	34
ARTICLE 49	FAMILY MEDIAL LEAVE ACT	34
ARTICLE 50	WELFARE TO WORK INITIATIVE	34
ARTICLE 51	DURATION	35
	SIGNATURES	35
APPENDIX I	SALARY SCHEDULE	36
APPENDIX II	SEVEN STANDARDS OF JUST CAUSE	37

ARTICLE 1
RECOGNITION

SECTION 1.

Colerain Township Trustees recognize the American Federation of State, County and Municipal Employees, Ohio Council 8, and the American Federation of State, County and Municipal Employees, Local 3553 as the sole and exclusive collective bargaining representative of a bargaining unit consisting of all employees of the Public Services Department including Custodian, Laborer, Maintenance Worker, Equipment Operator, Mechanic, Foreman, Supervisor Foreman (not a Supervisor as defined in the Act), and Bus Driver (Transportation Driver), excluding all Clerical employees and all Management level employees and supervisors and casual and seasonal employees as defined in the Act.

SECTION 2.

Whenever the word (Employee) is used in this contract, it shall be deemed to mean the employees in the bargaining unit covered by this contract, as defined in Section 1 of this Article.

SECTION 3.

Seasonal employees are defined as employees working 210 days or less and less than 1500 hours within a calendar year. Permanent Part-Time employees work less than 1500 hours within a calendar year.

ARTICLE 2
PURPOSE

The purpose of this Agreement is to set forth the terms and conditions of employment negotiated by the parties during negotiations and to establish a peaceful procedure for the resolution of differences between the parties concerning this Agreement.

ARTICLE 3
COPIES OF AGREEMENT

A copy of the Agreement will be posted in the workplace and be sent to each union member, via their Colerain Township email address.

ARTICLE 4

INTEGRITY OF AGREEMENT

The Union and the Township acknowledge that during the negotiations which preceded this agreement each had the unlimited opportunity to make demands or proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the Union and the Township after the exercise of such opportunity are set forth in this agreement. All other areas or matters are not a part of this agreement. Therefore, unless a written provision of this agreement specifically requires otherwise, the Union and the Township each unqualifiedly waives the right and each agrees that the other shall not be obligated during the time covered by this agreement to negotiate with the other with respect to any subject or matter raised in said negotiations but not covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, or with respect to any subject or matter not raised in said negotiations even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time of the negotiations and/or the date of this Agreement was executed.

This Agreement is the entire agreement between the Union and the Township. It may be modified or amended during its term only as the result of the mutual voluntary action by each of the parties which has been reduced to writing and is signed by both the Union and the Township.

The Union and the Township further agree that the presentation, negotiation, or withdrawal of any proposal for change to the Collective Bargaining Agreement made during negotiations for this successor agreement shall be without prejudice and shall not be used as evidence as to the meaning of any provision of this successor agreement which is unchanged in these negotiations by either party.

The parties will reopen, upon the request of either party, to bargain concerning any changes in Federal or State law which affect the terms and conditions of employment of the Bargaining Unit.

ARTICLE 5

MANAGEMENT RIGHTS

The parties agree that the management rights set forth in Section 4117.08 of the Ohio Revised Code are incorporated into this Agreement by reference.

Except as specifically relinquished herein, the Union recognizes the Township's right to manage its affairs and the Township retains and reserves unto itself, all rights which ordinarily vest in and are exercised by employers, except where limited by Federal or State law, without limitation, including all powers, rights, authority, duties and responsibilities conferred vest upon including but without limiting the generality of the foregoing.

SECTION 1.

The right to manage its affairs efficiently and economically, including:

- A. the right to determine the quantity, quality, frequency, provider, and type of services to be rendered to the public; including the addition or discontinuance of any services.
- B. to determine, purchase and control the types and numbers of materials, machines, tools, and equipment to be used; to select the location and type of its facilities; to carry out cost control and general improvement programs.

SECTION 2.

The right to manage its personnel matters including Hiring and setting the starting rate of pay for new employees, establish wage rates for any new or changed classification, to select and to determine and change the work schedules of employees as necessary.

- A. to establish, change, combine or discontinue job classifications, prescribe and assign job duties, content and classification.
- B. to establish training programs and upgrading requirements for employees within the department.
- C. to adopt, revise and enforce reasonable working rules necessary for the maintenance of discipline; to layoff, terminate, suspend, or otherwise relieve employees from duty for lack of work or other valid reasons.

SECTION 3.

The right to manage its operations, including:

- A. To establish or continue policies, practices, or procedures necessary to continue services to the citizens of Colerain Township.
- B. To determine the amount of supervision that is necessary, to determine the number and types of employees required to perform tasks and to assign work to such employees in accordance with requirements determined by management.

SECTION 4.

Nothing herein shall prevent employees from presenting their grievances for an alleged violation of any Article or specific term of this Agreement.

ARTICLE 6
NO STRIKE/NO LOCKOUT

The Union agrees that there shall be no work interruptions, nor shall there be any slowdown or other interference with services, for the duration of the contract.

Management agrees that there shall be no lock-out of Union employees for the duration of this Contract.

ARTICLE 7

GRIEVANCE PROCEDURE

SECTION 1.

A grievance shall be defined as a dispute or complaint arising between the Union or employee and employer who are parties to this contract concerning the interpretation, application, or any breach of the terms of the Agreement, including any disciplinary action. A documented verbal counseling shall be considered a corrective action, not a disciplinary action, and therefore shall not be subject to the grievance procedure. All documented verbal counselings will be removed from the employee's personnel file one (1) year from the date of the counseling and shall not be used in any future progressive disciplinary action or affect the employee's eligibility for promotion opportunities.

SECTION 2.

All grievances must be in writing and must contain the following information to be considered.

- A. The grievant's name and signature.
- B. The grievant's classification and department.
- C. The date the grievance was filed.
- D. The grievant's supervisor's name.
- E. As much information as possible concerning the grievance.
- F. The specific provision(s) of the contract alleged to have been violated, and;
- G. The remedy sought to resolve the grievance.

SECTION 3.

It is understood that at any level of the Grievance Procedure that Management and the Union are entitled to an equal number of representatives.

SECTION 4.

Grievances shall be processed in the following manner:

STEP 1.

When the Union, an employee or group of employees feels they have a grievance, he or they and the Steward shall present the grievance in writing to his supervisor that is outside the bargaining unit within fourteen (14) calendar days of the date on which the grievance arose or within fourteen

(14) calendar days of the date the employee knew or should have known of the grievable facts. The supervisor shall render a written decision within fourteen (14) calendar days from the date that the grievance was submitted and shall notify the employee and his representative of the decision at the same time.

STEP 2.

If the grievance is not resolved in Step 1, the employee and his representative shall submit the grievance in writing on a Union Grievance form to the Department Head and/or their designee within fourteen (14) calendar days of the supervisor's decision. The Department Head and/or their designee shall render a written decision within fourteen (14) calendar days from the date of the receipt of the grievance.

STEP 3.

If the grievance is not resolved in Step 2, the employee and his representative, within fourteen (14) calendar days from receipt of the Department Head's and/or their designee response, may appeal the decision by filing written notice of the fact with the Township Administrator or his designee, requesting a hearing. The Administrator or his designee shall conduct a hearing within fourteen (14) calendar days of the receipt of the written notice of appeal, and shall render a written decision within fourteen (14) calendar days after the hearing, and notify the employee and his representative of said decision at the same time. If there is no Township Administrator or his designee at the time of this step appeal, then Step 3 shall be skipped in the grievance process.

STEP 4. Mediation

If the grievance is not resolved in Step 3, the employee and his representative, within fourteen (14) calendar days from receipt of the Township Administrator's response or Department Head's and/or their designee response if Step 3 is skipped, may appeal the decision, , to the Federal Mediation and Conciliation Service (FMCS), AAA or other mutually agreed upon mediation service for Mediation. The cost of the mediation will be born equally by both parties.

STEP 5. Arbitration

If the grievance is not resolved in Step 4, the Union may within twenty-five (25) calendar days after the receipt of the decision of the Township Administrator submit the grievance by written notice to the Colerain Administrator or Designee for Arbitration. In the event the Union should fail to serve written notice within twenty-five (25) calendar days, the grievance shall be considered dropped.

The arbitrator shall be selected from a panel of seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be selected by the alternate strike method, with the Union striking the first name, the Employer striking the second, and the process continuing until one person remains. That person shall be the arbitrator. The parties shall notify the arbitrator selected by joint letter. The arbitrator shall set a date and time for hearing.

The Township and the Union agree to the following policies and procedures for the arbitration of grievances.

- i. The arbitration hearing must be held within 180 calendar days of the original posting to arbitration, or the grievance shall be deemed to be resolved. Delay beyond 180 calendar days caused by the chosen arbitrator will not be grounds for waiver.
- ii. The fees and expenses of the Arbitrator shall be borne equally (50%) by the Township and the Union.
- iii. All decisions of the Arbitrator and all pre-arbitration grievance settlements reached by the Union and the Township shall be final, conclusive, and binding on the Township, the Union, and the Employee(s).
- iv. The aggrieved employee(s), his steward, and the Local President and any witnesses shall not lose any regular straight time pay for time off the job while attending an arbitration proceeding.
- v. In the event a grievance goes to arbitration, the Arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation, violations, and the applications of the provisions of this agreement.
- vi. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed by the parties).

SECTION 6.

- A. If the Employer fails to answer a grievance in a timely manner, it shall be deemed a settlement on the relief requested. If the Union/Local fails to file or move the grievance to the next step in a timely manner, it shall be considered withdrawn by the union.
- B. Any step in the Grievances Procedures outlined above may be skipped on any grievance by written mutual consent.
- C. By written mutual agreement of the parties, the time limits as set forth in the Grievance Procedure may be extended.
- D. Grievances may be initiated, within the prescribed time limits of Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred.

- E. A grievance may be withdrawn by the Union or by the employee during any step of the Grievance Procedure, and the withdrawal shall not preclude the filing of a similar grievance in the future based on a new occurrence.
- F. If an employee or his representative fails to comply with the procedure or time limits set herein, the grievance shall be considered withdrawn, and thereafter such grievance shall not be presented for consideration or be made the basis for any action under this Agreement or otherwise.
- G. In the event that a grievance is modified or amended after Step 2 of the Grievance Procedure, it will be remanded to Step 2. The Employer shall retain the right to contest the timeliness of any amendment or modification which does not arise from the facts or incident from which the original grievance arose.

SECTION 7.

Any employee, charged with or under indictment for a Felony, who is not disciplined or discharged by the employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, compensatory, or holiday time during the leave. An employee found guilty by the trial court of a felony may be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor, the employee is not guilty, or charges are not pursued, the employee may be subject to discipline pursuant to the terms of this agreement. If the employee is found not guilty and the employee is not subject to discipline, the employee's lost wages and seniority will be restored. The employer shall continue to pay the employee's insurance premiums as provided for in the agreement during the unpaid leave of absence.

ARTICLE 8
PROBATIONARY EMPLOYEES

SECTION 1.

New or re-hired employees shall be considered probationary for a period not to exceed three hundred and sixty-five (365) calendar days (12 months). Promoted employees shall be considered probationary for a period of three hundred and sixty-five (365) calendar days (12 months). If a promoted employee fails to successfully complete his/her probationary period, he/she will be reinstated to their former position. Any employee who was promoted as a result of the unsuccessful employee's promotion will be returned to their former position.

Employees retained by the Employer beyond the probationary period acquire seniority retroactive to the first day of reporting for full-time work.

The Employer will provide a list of new hires or re-hires to the Union within 30 days of hiring or re-hiring.

SECTION 2.

During the probationary period, the Employer may discharge, suspend, or reduce any probationary employee at will, and such discharge or other discipline shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 9
NO DISCRIMINATION

SECTION 1.

The provisions of this Agreement shall be applied equally and without favoritism to all employees in the Bargaining Unit. There shall be no discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, religion, or political affiliation. The employees shall share equally with the Employer the responsibility of enforcing this provision.

SECTION 2.

Whenever the male gender is used in this agreement, it shall be construed to include male and female.

SECTION 3.

Joining or not joining the Union and continuing or not continuing in membership shall be voluntary acts by an employee. The Employer shall not discriminate against or in favor of an employee because of his or her membership or non-membership in the Union.

The Union or its members shall not discriminate against an employee because of his or her decision to join or not to join the Union.

Further, the Employer agrees not to discriminate against any employee because of that employee's activity as an officer, steward, representative, or in another capacity on behalf of the Union.

ARTICLE 10
PERFORMANCE EVALUATION

SECTION 1.

Employees shall receive a written evaluation of their job performance, each quarter of the evaluation year or, at minimum, annually within thirty (30) days after January 1 of each year, for the life of this contract. The employee may review his/her evaluation with the Department Head and/or their designee and have the right to make written objections to be included in their personnel file.

SECTION 2.

Employees who do not receive their written performance evaluation within thirty (30) days after January 1 of each year, will not be denied any promotions or salary step increase.

SECTION 3.

Unsatisfactory performance evaluations shall be subject to the Grievance and Arbitration Procedure.

SECTION 4.

An employee given an unsatisfactory evaluation (One upon which either promotion or salary increase denial is based) shall be re-evaluated at three (3) month (90 days) intervals for the purpose of appraising the employee of his or her progress toward correcting any deficiencies or shortfalls.

ARTICLE 11

SENIORITY

SECTION 1. Definition

- A. Seniority shall be defined as the length of continuous service measured in years, months, and days that an employee has accumulated since the last date of hire as a permanent, full-time employee in the service with the Public Services Department.

SECTION 2. Accrual

- A. An employee's seniority shall commence after the completion of the probationary period and shall be retroactive to the first day, full-time, the employee reported to work.
- B. Seniority shall accrue while an employee is in a non-paid status up to twelve (12) months during the period of an approved sick leave or military absence, or according to Federal law if a greater amount of time for military leave is required, provided that the employee returns to work immediately following the expiration of such leave of absence or sick leave.

SECTION 3. Loss of Seniority

Except as otherwise provided herein, an employee's seniority shall be lost and employment terminated when he or she:

- A. Terminates voluntarily.
- B. Is discharged for just cause.
- C. Exceeds an official authorized leave of absence.
- D. Is laid off for a period of more than two (2) years.
- E. Fails to notify the Employer of his or her intent to return to work on a recall from layoff, in accordance with the layoff provision of this agreement, fails to report to work for a total of three (3) consecutive days, without notifying the Employer.
- F. Is absent from work in an unpaid status due to injury or illness for one (1) year as provided in paragraph 2.b of this Article.

SECTION 4.

Within thirty (30) calendar days of the approval of this Agreement by the Board of Colerain Township Trustees and the Employees, the Employer shall provide the Local Union and post at each of the work facilities a seniority roster listing each employee and the date on which his or her seniority commences under this Article. Such a list shall be updated, posted, and provided to the Local Union annually. The

Union or the employee must notify the Department Head and/or their designee of any alleged error in the seniority roster within thirty (30) calendar days of the posting, or such claim of error is waived.

ARTICLE 12

LAYOFF AND RECALL

SECTION 1. Grounds and Order of Layoff

Employees may be laid off due to lack of funds or lack of work. When it becomes necessary to lay off employees or abolish jobs (a job abolishment shall mean the permanent deletion of a position from the organization structure of the employer) because of lack of funds or lack of work, employees will be laid off in the following order:

- 1) Part-time employees/Seasonal employees.
- 2) Permanent employees.

During the term of this agreement, no full-time employee employed as of the date of signing shall be laid off except in the event that the State Auditor declares a bona fide financial emergency for the Township pursuant to Ohio Revised Code Section 118.03. Any decision involving layoffs shall be made only after meaningful consultation with the Union and the affected employees. The Employer shall make every reasonable effort to minimize hardship and preserve employment to the greatest extent possible, including full consideration of alternative measures prior to implementing any layoff.

In the event a financial emergency is declared and layoffs must be considered, the Employer shall:

1. Provide Notice: Issue written notice to the Union at least thirty (30) days prior to any proposed layoff, including a summary of the financial conditions requiring such action;
2. Meet and Confer: Meet in good faith with the Union to explore all reasonable alternatives to layoffs, including but not limited to voluntary furloughs, reduced hours, early retirement incentives, job-sharing arrangements, voluntary demotion, reassignments, or other cost-saving measures;
3. Use Layoffs Only as a Last Resort: Implement layoffs of full-time employees only as a measure of last resort after all other feasible alternatives have been exhausted. Employees laid off under this Article shall be provided with one (1) year of wages, including enrollment in the Platinum Health Plan within the parameters of Township Policy 1.7;
4. Follow Established Procedure: Apply any layoffs strictly in accordance with the procedures outlined in this Article; and
5. Guarantee Recall Rights: Provide affected employees with recall rights for a period of three (3) years following the effective date of layoff.

The Employer reserves the right not to fill positions vacated through attrition or voluntary separation.

SECTION 2. Order of Layoff Among Permanent Employees

Permanent Employees shall be laid off by classification in order of inverse department seniority, and inverse order of a current rating of employees determined on the basis of performance evaluations or other pertinent data pertaining to service in the class and in the department or other organizational unit

involved in the layoff. If it is found that two or more persons in the organizational unit in which layoffs are to be made have equal ratings determined on the basis of performance evaluations or other pertinent data, the order of layoffs in all such cases of a tie, shall be in the inverse order of the date when an employee first entered service.

SECTION 3. Notice of Layoff

The Employer shall send the notice to the employee whose layoff will be enforced by certified or registered mail as soon as possible, but no less than seven calendar (7) days before the effective date of the action to the employee's last known address; or the Employer shall hand-deliver the notice at least ten (10) calendar days prior to the effective date of the action, to the employee's last known address.

SECTION 4.

Employees in layoff status will be given preference to fill vacant positions within the Township, if qualified. Every effort will be made to reassign employees to another position or department in lieu of layoff provided they qualify for the position. If reassigned in lieu of layoff, the employee will be compensated at the rate of pay called for in the new position. Seniority begins anew in the new position only if the position is in another department.

SECTION 5. Bumping Rights

Employee may displace (bump) the least senior employee in a lower classification in the same department provided that the employee has more seniority than the employee displaced. Classification series are set forth in Appendix 1 to this Agreement. Employees displaced pursuant to this provision may in turn displace less senior employees in their department.

This procedure shall continue successively until the last employee in the Department has been reached and, if necessary, laid off. Employees who exercised their bumping rights to claim a job in a lower classification series will be paid the usual rate of pay for that classification at the step level corresponding to his or her number of years of seniority within that Department.

SECTION 6. Reassignment Following Reduction in Force

- A. The parties agree that a reduction in the workforce may result in the reassignment of employees to different job assignments within the Department.
- B. In the event of a conflict with this provision, the provisions of Section 3 will prevail.

SECTION 7. Recall

An employee who is laid off (including through job abolishment) shall be placed on a recall list for a period of three (3) years. If there is a recall, employees on the recall list shall be recalled to the classification from which they were laid off or any lower classification series, in the inverse order of their layoff.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, and notice of recall shall be sent to the employee by certified mail with a copy to the Union, or by hand delivery to the last available residence address if certified mail/return receipt is not received after ten (10) calendar days of mailing provided that the employee must notify the Employer of his or her intention to return within seven (7) calendar days after receiving notice of recall.

The employee shall report to work within fourteen (14) calendar days of the receipt of the notice of recall, or his or her recall rights are waived. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his or her latest mailing address.

SECTION 8.

An employee or the Union may pursue through the grievance and arbitration procedure of this Agreement the application of or an alleged violation of this Article with regard to a particular layoff or job abolishment, including but not limited to whether the decision was, in fact, based on one of the grounds stated in Section 1. In any such arbitration proceeding, the Arbitrator's jurisdiction shall be limited to determining whether the Employer has complied with the provisions of this Agreement governing layoffs and job abolishment.

SECTION 9.

Upon request, the Employer provides the Union with a list of bargaining unit employees by classification and date of appointment to that classification.

SECTION 10.

Employees laid off pursuant to this Article shall not be eligible for unemployment compensation.

SECTION 11.

Employees on layoff status will be entitled to continuation of group health care benefits at the employee's expense in accordance with the provisions of current law.

ARTICLE 13

DISCIPLINE

SECTION 1.

Employees may be disciplined for "just and proper cause." "Just cause" is defined by the seven standards of just cause (Appendix II).

SECTION 2.

Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a progressive and uniform manner.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

- 1) Verbal Counseling (Notation to file).
- 2) Written warning with counseling (File entry).
- 3) Official Reprimand.
- 4) Suspension without pay.
- 5) Reduction in pay and position.
- 6) Removal or discharge from employment.

SECTION 3.

Whenever the Employer or their designee interviews, questions, or interrogates bargaining unit members in reference to alleged or suspected misconduct, either in preliminary investigations or in disciplinary hearings, the following conditions shall apply:

- A. Employees suspected of misconduct shall be, during the preliminary investigations, apprised of the nature of the suspected misconduct as is known at that time. Not less than forty-eight (48) hours prior to the scheduled starting time of a formal disciplinary hearing, the employees will be provided with written specifications and particulars of the charges, which may be the basis for disciplinary action.
- B. Prior to questioning, employees (including witnesses) shall be informed that failure to respond or failure to respond truthfully may result in disciplinary action for insubordination or dishonesty.
- C. The Township Administrator, or their designee, may record, with the knowledge of the party involved, preliminary investigation interviews. Formal disciplinary hearings shall be recorded. A copy of the recording shall, at the request of the employee charged, be provided to the employee within forty-eight (48) hours of the close of the hearing. The employee may also record the

hearing. In the event the employee records the hearing, a copy of said recording shall be provided to the Township Administrator within forty-eight (48) hours of the close of the hearing.

- D. Preliminary investigations and disciplinary hearings shall be held either during an employee's scheduled working hours or at times in reasonable proximity to his shift. Disciplinary hearings held outside the employee's scheduled working hours shall be considered time worked. Those hearings held above the Administrator level will be at a no loss or gain basis.

SECTION 4.

Whenever the Employer determines that an employee will be subject to discipline of suspension, reduction or termination, a disciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.

SECTION 5.

Disciplinary hearings shall be conducted by the Township Administrator or their designee. The Employer may be represented at the hearing by such individuals as it deems necessary for the purpose of presenting its position or the facts relating to the subject of the hearing. The Employee may be represented at the hearing by the Union President and one (1) Staff Representative.

The Employee shall have the right to personally present oral or written statements and/or have their Union Representative(s) present oral or written statements on their behalf. Nothing in this section shall prohibit both the Employee and their Union Representative(s) from addressing the Administrator or their designee during the hearing.

The Employee may elect, in writing at least twenty-four (24) hours prior to the scheduled hearing, to waive their right to a disciplinary hearing. Failure to elect or pursue one of these options shall be deemed a waiver of the Employee's right to a hearing.

Nothing herein shall prohibit the Employee subject to proposed discipline from individually communicating with the Administrator or their designee outside of the disciplinary hearing, at the Employee's option.

SECTION 6.

At the disciplinary hearing, the Township Administrator or their designee will ask the employee or their representative to respond to the allegations of misconduct which were outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The employee shall provide a list of witnesses no later than 8 a.m. on the day of the hearing. Said list and notification may be made by email. It is the employee's responsibility to notify their witnesses that he or she desires their attendance at the hearing.

SECTION 7.

Both parties will be permitted to confront and cross-examine witnesses. A written report will be prepared by the Administrator or their designee concluding whether or not the proposed discipline is warranted and what disciplinary action will be taken, if any. A copy of the Administrator's report will be provided to the employee within seven (7) calendar days following its preparation.

SECTION 8.

Disciplinary action may be appealed through the Grievance Procedure.

ARTICLE 14

JOB BIDDING

SECTION 1.

Whenever a vacant position or assignment is to be filled in the bargaining unit, it may be filled by the selection of an existing Department employee, if qualified. A vacant position or assignment is defined as a vacancy within a job classification series created by resignation, retirement, death, promotion, or release of an employee from a position. Vacant positions and/or assignments shall be posted within fourteen (14) calendar days of the Employer's decision to fill the vacancy.

SECTION 2.

Provided the Employer decides to fill the vacancy, notice of the vacancy shall be posted by the Employer on the bulletin boards to provide current employees with reasonable opportunity to become aware of the position or assignment. The posting period shall not be less than fourteen (14) calendar days. After all bids are in, the Employer shall announce the decision within a reasonable period of time.

SECTION 3.

All qualified employees within the bargaining unit may bid for the position or assignment. The selection of an employee to fill the vacancy shall be by seniority, merit, evaluations, and other considerations as determined by the Employer. Where two (2) or more employees have the same seniority and other identical qualifications, the Employer shall make the final determination. .

SECTION 4.

Employees who accept the offer pursuant to this Article shall have the right to request reinstatement to their former position or assignment after completion of the first thirty (30) calendar days of service in the new position or assignment. They shall receive their former rate of pay and shall not lose their seniority.

SECTION 5.

An employee who successfully bids for a position or assignment and subsequently requests reinstatement to their former position or assignment may not bid again for six (6) months after the date of reinstatement.

SECTION 6.

If a vacant position or assignment is not going to be filled, the Employer shall notify the Union within five (5) calendar days of their decision not to fill it.

SECTION 7.

Upon request, the Employer shall provide a list of all persons who bid on a position or assignment to be filled to the Union within ten (10) calendar days after it is filled.

SECTION 8.

The Union shall be furnished names and addresses of all new employees hired into the bargaining unit within ten (10) calendar days after their date of hire. To ensure that a sufficient number of employees are available to operate safely and effectively, a minimum of twelve (12) employees shall be staffed in the Public Services Department.

ARTICLE 15
DOCUMENTATION

Upon request, all employees shall receive a copy of any document placed in their file they are required to sign other than sign-in sheets.

Employees shall be given a copy of all documentation included in their personnel file that pertains to job performance.

ARTICLE 16
CORRESPONDENCE TO EMPLOYEES

The Employer shall furnish the Union Staff Representative a copy of all correspondence that is initiated by the Employer and is presented to any employee within the bargaining unit.

ARTICLE 17
SPAN OF CONTROL

The ratio of supervision of part time employees by full time employees will not exceed four part time employees (4) to one full time employee (1). Part time employees will be assigned to a full-time employee. The full-time employee assigned to supervise the part time employee will have the discretion to determine whether a part time job assignment is safe for individual work.

ARTICLE 18
LABOR/MANAGEMENT MEETING

Labor/Management Discussion Meetings: There may be quarterly labor/management meetings scheduled to discuss problems of mutual concern of the parties in the labor/management area.

The labor/management committee is to consist of no more than three (3) designated committee members and the business agent, from the Union and no more than three (3) representatives and the Department Head from Management and/or their designee.

The quarterly discussion meeting of one (1) hour duration will be set by the parties at a mutually agreeable time as follows:

- A. Both parties shall present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union shall notify the Department Head and/or their designee of the names of those committee people who will be in attendance;
- B. The parties shall consider alternately the consecutively placed items from both lists;
- C. The parties are encouraged to present their items expeditiously;
- D. Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings;
- E. The Union shall designate a Safety Coordinator from among Union personnel who shall serve as a Union member attending the labor/management meeting;
- F. The Safety Coordinator may recommend changes to the Employer such as work methods, safety gear and equipment to improve employee safety and additions to or changes in work rules or procedures regarding employee safety.

ARTICLE 19
HOURS OF WORK AND OVERTIME

SECTION 1.

It is the prerogative of Management to make changes to the work schedule as long as they are posted in advance.

The Employer reserves the right to post changes to shift or starting times within the standard work week. Each qualified employee of the bargaining unit may bid on the change and shall be selected on the basis of seniority. When adequate employees cannot be obtained through bidding, employees with the lowest seniority shall be required to perform the work hour change.

SECTION 2.

The work schedule for each week shall be posted no later than seven calendar (7) days in advance. However, in emergency situations, the Township may change the work schedule by giving one working day notice. The Employer will not declare an emergency solely to avoid payment of overtime. An emergency is defined as something that cannot wait until the next scheduled workday.

SECTION 3.

A. "Standard Work Week" shall consist of two schedules, as follows:

- i. Five Day Week: The "Five Day Week" shall consist of forty (40) hours, five (5) days of eight (8) hours each. The first shift within the standard work week shall be 7:30 a.m. – 4:00 p.m. Monday through Friday. The employer may establish a second shift within the Five-Day Week. The second shift within the Five-Day Week shall likewise consist of forty (40) hours, five (5) days of eight (8) hours each, Monday through Friday. The standard hours of the second shift are 3:30 p.m. – 12:00 a.m.
- ii. Four Day Week: The "Four Day Week" shall consist of forty (40) hours, four (4) days of ten (10) hours each, Monday through Friday. The standard hours of the four-day week are 6:30 a.m. – 5 p.m.
- iii. Scheduling During Summer: During the spring/summer months, the starting time and ending time of the five-day Week for some employees may be changed at the discretion of the employer after consultation with the Union, to provide for an earlier starting time and earlier ending time, in order to mitigate the effects of daytime heating and humidity.

B. Shift Differential

- i. All Bargaining Unit employees assigned to a shift ending between the hours of 6:00 p.m. and midnight will receive a shift differential of thirty-five cents (\$.35) per hour in addition to their regular rate of pay.
- ii. All Bargaining Unit Employees assigned to a shift ending after midnight and before 10:00 a.m. will receive a shift differential of sixty cents (\$.60) per hour in addition to their regular rate of pay.

SECTION 4.

All unscheduled hours worked in excess of eight (8) hours in any one day by an employee assigned to Five Day Week schedule, or in excess of ten (10) hours in any one day by an employee assigned to a Four Day Week schedule, or in excess of forty (40) straight time hours in one calendar week by an employee assigned to either a Five Day Week schedule or a Four Day Week schedule, shall be paid for at time and one-half (1 1/2x) the regular rate of pay.

An employee may elect, in lieu of overtime pay, to accept compensatory time. Compensatory time shall be credited at the rate of one and one-half hours off for each hour of overtime worked. Compensatory time may be accumulated by an employee, but only to a maximum of eighty (80) hours at any time. Once eighty (80) hours are accumulated, the employee shall receive overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:

- A. Compensatory time may be taken in lieu of overtime pay. The employee shall indicate their request when reporting their time for the overtime worked.
- B. Requests for taking compensatory time off must be submitted at least 24 hours in advance of the start date (excluding documented emergencies) requested and in one (1) hour minimum increments, and pre-approved by the Department Head and/or their designee.
- C. The Department Head and/or their designee may schedule an employee to be off on compensatory time, so long as the scheduling does not reduce an employee's compensatory balance below twenty-four (24) hours.
- D. The Department Head and/or their designee shall provide not less than twenty-four (24) hour's notice to an employee of an employer-scheduled compensatory time off.
- E. Compensatory time off requested by an employee which has been approved and scheduled, shall not be cancelled except when unanticipated operational needs of the department require them.
- F. When an employee elects to take comp time in lieu of overtime pay for overtime hours worked on a holiday (as defined in Article 26) or on a Sunday, comp time accrual shall be calculated at the rate of two hours of comp time for each overtime hour worked.

- G. At the time of reporting his or her hours, an employee may divide overtime hours worked during a single shift, between pay at the applicable rate and comp time only when the employee's total of accumulated comp time hours is twenty-four (24) hours or more. If the employee's accumulated comp time hours at the beginning of the shift in question do not total twenty-four (24), the employee nevertheless may divide overtime hours worked during the shift in question between pay and comp time if, as a result of the Department, the employee's total accumulated comp time reached twenty-four (24) hours.
- H. In the event that an employee goes over the limit, that employee shall receive overtime pay. The following rights and conditions shall exist as they pertain to compensatory time:
- 1) Compensatory time may be taken in lieu of overtime pay. The employee shall indicate this request when reporting their time for the overtime worked;
 - a. Requests for taking compensatory time off shall be honored subject to the operational needs of the department.
 - 2) Requests for compensatory time off must be submitted in advance of the time requested;

Any employee having compensatory hours may elect once per calendar year to cash in all or a portion of their currently accumulated hours for payment.

An employee shall make written notification of their intention to convert accumulated compensatory time, partially or in its entirety, to pay. Said notification shall be in the form of a memorandum submitted to the Department Head and/or their designee stating the employee's intention. The notification must be received by the Department Head or their designee no later than the pay period before the request but no later than the last pay period of the current payroll year.

The monetary conversion of any unused compensatory time shall be paid based on the employees, hourly rate at the time of payment.

SECTION 5.

Straight time hours actually worked, comp time, sick leave scheduled at least 24 hours in advance, vacation, or holidays, (in pay status) go toward the forty (40) hours break-over point for overtime purposes.

SECTION 6.

Work performed on Sunday shall be compensated for at the holiday rate (2x).

SECTION 7. Overtime

- A. Emergency overtime for such purposes as snow removal, emergency street repairs, etc. is an integral part of a Public Services Employee's job. They are therefore expected to maintain their

availability for overtime when weather or other circumstances indicate a high probability of being called out. (snow forecasted, etc.)

- B. Management shall attempt to divide overtime as equally as possible among bargaining unit employees within the Department.
- C. The Township shall post a list of employees wishing to work overtime. The call-in shall be based on overtime hours worked to date. In an effort to equalize overtime, the following process will be utilized for administrative purposes only:
 - i. The bargaining unit employee with the lowest number of overtime hours at the end of the contract year will have their total number of hours reduced to 0.
 - ii. The number of hours used to reduce the lowest bargaining unit employee to 0 will be subtracted from all other bargaining unit employee's hours to establish their starting point for the year.
- D. The Township shall keep lists of employees by classification and seniority. All refused overtime hours will be charged as if worked. Lists shall be posted on all work site bulletin boards January 1st of each year and the amount of overtime each employee worked shall be updated biweekly thereafter.
- E. Within each Department, if overtime work is scheduled, regular bargaining unit employees shall have first priority for such overtime unless in the opinion of the Department Head and/or their designee considerations require the uninterrupted continuation of a particular individual on a specific job or task of completion.

ARTICLE 20
WAGES

See Appendix I of this Article, which contains the bargaining unit classifications and a salary schedule.

ARTICLE 21

LONGEVITY

SECTION 1.

All bargaining unit employees will receive annual longevity payments in accordance with the following scheduled percentages based off their existing base salary as of July 1st of the year in which longevity is to be paid:

8 years or more of service: 1.75%

15 years or more of service: 2.50%

20 years or more of service: 3.25%

SECTION 2. Payment of Longevity

- A. Longevity will be paid in a lump sum amount on the first pay period following July 1st of each year.
- B. In order to receive longevity payments, an employee must be on the payroll when such payment is made, except as provided herein.

SECTION 3. Death or Retirement.

In the event of the death or retirement of an employee, longevity due for that year will be paid through the date of death or retirement on a prorated basis through that date. It will not be paid on any terminal pay but will be paid as a lump sum with any earned terminal pay.

ARTICLE 22
RESIDENCY

Except as may be required by law or resolution of the Board, no bargaining unit employee of the Employer or applicant for employment shall be required to be a resident of Colerain Township.

Currently employed bargaining unit employees shall be exempted from any future imposed residency requirements.

ARTICLE 23
TERMS AND CONDITIONS FOR PAYMENT OF WAGES

SECTION 1.

Wage rates are subject to negotiations between the Union and Management and are officially set by action of Colerain Township Trustees.

SECTION 2.

Pay scales include the previous rate of pay plus the agreed upon salary increases per Appendix I. Proper notification of any deferral of pay must be made to the employee to allow for processing through the established Grievance Procedure.

SECTION 3.

Employees recalled from layoff will re-start at their previous rate of pay.

SECTION 4.

When an employee is promoted by promotional or open exam to a classification carrying a higher pay range, their pay is fixed at the rate in his new class next higher to that he or she held in their old class.

SECTION 5.

When an employee is reclassified, their compensation shall be fixed at the same rate as in their former classification, if such a rate exists; otherwise, at the next higher rate than their previous rate.

SECTION 6.

When, because of physical or other infirmities, an employee is unable to perform the duties of their position, but is qualified for service in another classification, he may be reassigned to another classification if such a position exists. However, if permitted by law and, if he desires, he or she may continue to pay their retirement at their expense, and get credit for that salary, to the extent allowable by state law.

ARTICLE 24
TRAVEL REIMBURSEMENT

Employees who travel on official Township business or travel for pre-approved training or professional development purposes shall be reimbursed for reasonable travel expenses, including air, rail or bus fares, parking, lodging and meals. Said travel must be first approved by the Township Trustees as being in the best interest of the Township. The Employer may establish maximum reimbursable limits for travel expenses.

Registration fees for conferences, seminars or other such events deemed to be in the best interest of the Township, when approved by the Trustees, shall be paid for by the Employer, either by direct payment, advancement, or reimbursement.

The Colerain Township policy and reimbursement percentages will apply uniformly for any person requesting Tuition reimbursement.

The Colerain Township Trustees shall be responsible for interpreting the applications of the plan relating to pay problems which are not specifically covered by this Agreement in all instances using the principles expressed herein as a guide.

Employees who use their own personal car for Township business shall receive a travel reimbursement at the rate annually set by the Board of Trustees for Township officials. Mileage requests shall be pre-approved by the Department Head and/or their designee prior to the use of the personal vehicle.

ARTICLE 25
JURY AND WITNESS DUTY

SECTION 1.

An employee called for jury duty or subpoenaed as a witness shall be excused from scheduled work which conflicts with hours of jury service or witness service and will suffer no loss of pay provided all court pay vouchers are turned over to the Employer.

SECTION 2.

All Public Services Employees who testify in court as representatives of the Township shall be paid their regular, hourly rate of pay times the number of hours required for each court appearance, but in no event shall any employee be paid less than one (1) hours pay for any court appearance.

SECTION 3.

Employees who subpoena themselves to court appearances on their own behalf or who are required to appear in court during work hours because of willful wrong doings on their party may be required to use accumulated vacation time for such appearances at the discretion of the Department Head and/or their designee.

SECTION 4.

If an employee is released from jury duty or is no longer needed as a witness by 12:00 Noon, the employee will telephone the Department for work assignment. Such an employee shall have time for his/her lunch hour and a reasonable amount of time to report to work.

ARTICLE 26
HOLIDAYS

SECTION 1.

After ninety (90) days of employment all full-time employees are entitled to a full day's pay for each holiday.

SECTION 2.

If a holiday falls on Saturday, it will be observed on the previous Friday.

SECTION 3.

If a holiday falls on Sunday, it will be observed on the following Monday.

SECTION 4.

Holiday pay will not be given while an employee is on leave of absence without pay.

SECTION 5.

Holiday pay will be given to an employee on sick leave, funeral leave, or vacation and will not be charged a sick or vacation day. A doctor's slip or other proof suitable to the Department Head and/or their designee will be required to substantiate sick days taken in conjunction with holidays.

SECTION 6.

Employees working on a holiday, or day celebrated as a holiday, will be compensated at two times the employee's rate of pay plus the holiday pay for all hours worked.

The following schedule of Holidays is in effect:

New Year's Day.....	January 1 st
Martin Luther King Day.....	3 rd Monday in January
President's Day.....	3 rd Monday in February
Memorial Day.....	Last Monday in May
Juneteenth Day.....	June 19 th
Independence Day.....	July 4 th
Labor Day.....	1 st Monday in September

Columbus Day.....	2 nd Monday in October
Veteran's Day.....	November 11 th
Thanksgiving Day.....	4 th Thursday in November
Christmas Day.....	December 25 th

SECTION 7.

In addition to the above listed holidays, Employees will be granted two (2) personal days annually. Unused personal days as of December 31st shall be forfeited.

ARTICLE 27

VACATION

SECTION 1.

Regular, full-time employees shall receive annual vacation at the following accrual rates. Accrual rates for vacation are based on years of services as a full-time employee from governments and/or council of governments from Ohio, Indiana, and Kentucky. Years of service as a full-time employee with any branch of the United States Military shall also count for the vacation accrual rates. The effective date for recognizing service from other governments is for new hires on or after May 26, 2015. The effective date for recognizing service from the Military is July 14, 2020. Vacation will be accrued with each payroll based on the years of service at the rates listed in the table below.

<u>Years of Continuous Service</u>	<u>Number of Vacation Hours (per payroll)</u>
0 - 5 years	3.08 hours
5 years 1 day to 10 years	4.62 hours
10 years 1 day to 15 years	5.54 hours
15 years 1 day to 25 years	6.77 hours
25 years and one day or more years	7.70 hours

SECTION 2.

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

SECTION 3.

Employees may carry over the equivalent of one year's accrual into the next vacation year, but at no time shall they accumulate more than two (2) years vacation time.

SECTION 4.

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

- A. Employees who are on extended leave, such as workers' compensation leave, or employees who are unable to properly take time off due to scheduling conflicts, will be able to appeal their loss of vacation time. In order to appeal the loss of vacation time, the employee must submit a request in writing to keep their vacation time within five business days after the

employee's anniversary date.

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

SECTION 5. Vacation Use and Scheduling

- A. Vacation time may be taken in one-hour increments.
- B. Employees must submit vacation requests in writing to their Department Head and/or their designee in sufficient time to allow for proper scheduling. Employees are encouraged to submit vacation requests at least 60 days before the vacation date. It shall be the responsibility of the Department Head and/or their designee to establish criteria for scheduling of vacation by internal policy or as directed by this agreement.
- C. Whenever possible, vacations will be scheduled to meet employee preferences, but the Township will consider existing and expected workload before determining whether the vacation may be taken at the requested time. When two (2) or more employees put in a request for vacation on the same day, which may create a scheduling problem, then the employee with the most seniority shall prevail in their request. The Township Trustees reserve the right to alter vacation schedules in order to ensure the efficient operation of the Township in time of emergency.
- D. Compensation for vacation leave in lieu of time off for suspension or other disciplinary action will not be granted.
- E. The Township will pay employees for earned, unused vacation upon retirement or termination, not to exceed the current year's accrual plus forty (40) hours of carryover. Hours in excess of the forty (40) hours shall not be paid and are considered lost.

ARTICLE 28
UNIFORMS

SECTION 1.

All employees are required to wear uniforms provided at all times while working. New uniforms will also be provided upon hire, and, if needed, upon re-hire. New uniforms will also be provided upon the turning in worn uniforms in need of replacement. Employees will be required to return all Township clothing and property upon termination. Any additional apparel required by the Township will be purchased by the Township.

SECTION 2.

The Township shall provide a uniform allowance annually to each full-time employee in the amount of \$235, payable by January 31 of each year as part of payroll for the employee to purchase steel toed boots, winter gear, bibs and/or other non-issued uniform apparel.

ARTICLE 29

FUNERAL LEAVE

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

ARTICLE 30

SICK LEAVE

SECTION 1. Crediting of Sick Leave

Full-time employees may accrue sick leave. Sick leave credit shall be accrued at the rate of 4.6 hours for each eighty (80) hours of service, or its equivalent, in active pay status, including paid vacation and paid sick leave, but not during a leave without pay or a layoff.

SECTION 2. Uses of Sick Leave

- A. Sick leave shall be granted to an employee only upon the approval of the Department Head and/or their designee, subject to the Trustees or their designated agent and only for the following reasons:
 - i. Illness or injury of the employee. In emergency situations, the employee may take sick time subject to Department Head and/or their designee approval, to tend to an ill or injured family member.
 - ii. Medical, dental, or optical examination or treatment of employee.
 - iii. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when through exposure to a contagious disease, the presence of the employee at their job would jeopardize the health of others.
 - iv. Pregnancy and/or childbirth and other conditions related thereto for employees.
- B. Definition of immediate family: Mother, father, spouse, child, brother, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian, or other person who legally stands in place of a parent.
- C. An employee who wishes to return to work following recuperation is assured continued employment in his or her position or one of like seniority, status and pay. An employee not planning to return to work should submit a resignation or retirement letter as soon as possible to allow Township staffing needs to be appropriately met.
- D. Advancements of sick time and vacation time will not be allowed.
- E. If the reason of pregnancy causes the employee to be unable to fulfill usual duties, thus affecting the employee's productivity and efficiency, the employee or Employer may request that sick leave be initiated.
- F. Verification:

- i. If there is reason to believe sick leave has been improperly used, the Trustees or their designee may deny sick leave pay until the employee establishes that his or her use of sick leave was proper. Abuse of sick time will result in disciplinary action, up to and including discharge.
- ii. Employees are required to provide a doctor's note as follows: (1) when an employee is absent from work for three or more consecutive work days for reasons of illness or injury; (2) when an employee has used 80 hours of sick leave within any six-month period; and (3) upon request.
- iii. When an employee has used 80 hours of sick leave within a six-month period, the employee will be required to provide a doctor's note for any subsequent absence until such time the employee's sick leave usage falls below 80 hours for the most recent six-month period.

SECTION 3. Sick Leave Upon Termination of Employment

- A. Any unused sick leave up to the time of the employee's retirement or death shall be granted according to the following schedule:
 - i. For a full-time employee with tenure of at least 10 years, he/she shall be paid in cash $\frac{1}{4}$ of the value of the accrued but unused sick leave credit, but not to exceed one quarter ($\frac{1}{4}$) of 1,440 hours.

SECTION 4.

Maternity/Paternity leave shall be provided as set forth in the Township FMLA Policy.

ARTICLE 31
UNION LEAVE

SECTION 1.

At the request of the Union, a leave of absence without pay shall be granted to any employee selected for the Union office, employed by the Union, or required to attend a Union convention or perform any other function on behalf of the Union necessitating a suspension of active employment. Seniority shall accumulate during this leave of absence. Leave of absence may be granted for a maximum period of one (1) year, unless otherwise agreed to by the parties.

ARTICLE 32
GENERAL LEAVE OF ABSENCE

The trustees or their designated agent may grant leave without pay as they deem necessary.

ARTICLE 33
LIABILITY INSURANCE

Liability insurance shall be maintained at the current level by the Employer for all bargaining unit employees with the Employer paying total cost of said insurance, or the Employer will indemnify bargaining unit employees from liability as required by law.

ARTICLE 34
PRESCRIPTION, MEDICAL AND DENTAL INSURANCE

SECTION 1.

Colerain Township shall provide to all full-time bargaining unit employees comprehensive major medical/hospitalization health care insurance plans, prescription, and dental insurance plans, in effect as of the effective date of this Agreement.

SECTION 2.

If it becomes necessary for the Employer to change carriers, or to change to an insurance pool arrangement, and such change would affect the benefits which were in effect on the effective date of this agreement, the Employer agrees to meet with the members of the bargaining unit prior to implementing such change.

SECTION 3.

Colerain Township is to continue to provide comprehensive major medical/hospitalization health care insurance plans, prescription, and dental insurance at its . rent level. It is also the intention of the Employer to continue the uninterrupted employment of bargaining unit members while preserving service levels to the public at an acceptable level. Recognizing that these economic considerations are inseparably intertwined, it is hereby agreed that:

- A. The employee is obligated to pay 20% of the total cost of the program for the benefits described above.
- B. In the event of a bonafide substantial hardship, the Township shall advance the employee's share of the health care deductible by payroll deduction upon execution of a repayment agreement.
- C. The Township will continue to provide MERP coverage at a maximum of \$200 for eligible employees.
- D. On August 1st of each year, the employer shall make a deposit into the participating employee's Health Saving's Account (HSA) based on the following participation:
 - i. Employee Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from \$250 to \$3,000.
 - ii. Employee/Child Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from \$500 to \$6,000.
 - iii. Employee/Spouse Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from \$500 to \$6,000.

- iv. Family Plan = Depending on the employee plan selection and contribution level: Deposit amount may vary from \$500 to \$6,000.
- E. HSA deposits will be prorated in the year of hire based on the effective date of hire. There shall be a Vesting Period for all new employees in an effort to protect the integrity of the program. Employer-provided HSA contributions ("startup contributions") shall vest over a 12-month continuous employment period. If employment terminates due to resignation (not including disability or retirement) or discharge, or HSA coverage ends before full vesting, the unvested portion is forfeited or repayable to the employer.
- F. If the annual increase in premium exceeds 10%, the parties agree to reopen negotiations to discuss only Article 34 for the purpose of cost sharing the excess premiums.

ARTICLE 35
LIFE INSURANCE

SECTION 1.

The Employer will make available to bargaining unit employees on an elective basis Group Life Insurance Coverage with double indemnity, if double indemnity coverage is available at standard rates.

SECTION 2.

The cost to the employee, at the employee's request, will be handled as a payroll deduction.

SECTION 3.

The Employer shall provide, at no cost to the full-time employee, a group life insurance policy in the amount of \$50,000.

ARTICLE 36
WORKERS' COMPENSATION

SECTION 1.

Employees who become disabled in the performance of their work shall have the right to file an injury claim with the Ohio Bureau of Workers Compensation.

SECTION 2.

The Employer's administration shall keep the proper Workers Compensation forms available for employees.

ARTICLE 37
PENSION PLAN AND RETIREMENT

SECTION 1.

Membership in the Public Employee Retirement System of Ohio is compulsory for all employees covered by this Agreement and are subject to the provision of that system.

SECTION 2.

The employee's portion of PERS shall continue to be deducted by the member prior to computation of income tax.

ARTICLE 38
INJURY REPORT

In the case of on-the-job injury, a copy of the injury report will be forwarded to the Union President. It is the responsibility of the employee to notify the Township Administrator of any on-the-job injuries in writing as soon as the employee is aware of the injury.

ARTICLE 39
UNION SECURITY

SECTION 1.

- A. Upon the presentation of a written deduction authorization signed by the employee the employer shall deduct union dues, initiation fees, and assessments from the pay of bargaining unit employees in accordance with the terms of the executed authorization. The Union shall notify the Employer of the amounts to be deducted. Deductions shall be made from the pay of employees (monthly)(biweekly).
- B. Previously signed and un-revoked authorization cards shall continue to be effective for current and reinstated employees
- C. All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with routing-number and account number of any change to the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

D.

The Employer shall email, with each deduction and transmittal of dues/fees, the following list of information in Excel or Text format to oc8dues@afscme8.org subject line: Local _____, Pay date --/--/--:

- i. Dues List: name (last name, first name, middle initial), current address, phone number, department/work unit, last four digits of the social security or a unique ID number and the amount of the deduction for each employee, as well as, the total amount of the dues deducted for all employees for the pay period of the report.
- ii. Non-member list: in alpha order by last name. The current name, address, phone number and department / work unit of each bargaining unit employee who are non-members.
- iii. Total Remittance Amount: This Section shall be deemed complied with if one list containing fields with all of the above information (including a field showing whether an employee is a union member or non-member is provided by the Employer to the Union in Excel format for all bargaining unit employees. The grouping of members and non-members, and the totals required under this section shall be calculated and/or organized by the Union using the fields provided in the Excel format.

SECTION 2.

Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee

or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employee's dues checkoff authorization cards are available from the Union upon request.

SECTION 3.

All employees who are members of the union may revoke their union membership by giving written notice to the union of their desire to withdraw from the union. Revocation of union membership does not revoke union dues authorization, which may be revoked as set forth below.

SECTION 4.

Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employee's dues checkoff authorization cards are available from the Union upon request.

SECTION 5.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, demands, suits, actions, proceedings and other forms of liability, including damages and cost, brought by any employee arising from any deduction made by the Employer for purposes of complying with any provision of this Article or in reliance on any notice or dues checkoff authorization card furnished under any provisions of this Article.

ARTICLE 40
SUCCESSORSHIP

This agreement shall be binding on any and all successors and assigns of the employer, whether by sale, transfer, merger, subcontract, acquisition, consolidation or otherwise. The Employer shall make it a condition of the sale, transfer, merger, or subcontract, the successor shall be bound by the terms of this agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this agreement.

ARTICLE 41
P.E.O.P.L.E DEDUCTION

All bargaining unit employees may have P.E.O.P.L.E. donations deducted from their paycheck upon receipt of said employee's request. This requested amount deducted shall be remitted to AFSCME Ohio Council 8 in the same manner as the membership dues. This authorization may be revoked by the employee at any time by giving written notice to the Employer and the Union.

ARTICLE 42
UNION ACTIVITY, VISITATION AND BULLETIN BOARDS

SECTION 1.

Upon notification to a Department Head and/or their designee or to the Township Administrator on the premises a non-employee representative of the Union may have access to the Employer's premises for the purpose of conferring with Management, delegates of the Union, or Employees for the purpose of administering this Agreement, provided that in the opinion of the Employer, the operation will not be impaired.

SECTION 2.

The Employer shall provide one bulletin board not to exceed 2' x 2' in each of the work facilities. The bulletin board shall be used for the purpose of posting proper Union notices. The parties shall agree to the actual location of each board in each of the work facilities. The Employer may remove any notice posted which attacks another employee or contains derogatory attacks upon the Employer.

SECTION 3.

The Union agrees to provide the Employer with:

- 1) The name, address and telephone number of the professional staff member who will act as a representative for the Union Local; and
- 2) The names and positions held of the Local Union Officers.

The Union further agrees to keep such lists current, and the Employer has no obligation to recognize or deal with any Union official or steward not so designated.

SECTION 4.

Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of their employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the Agreement or with the express, prior approval of the Employer.
- B. The Union shall not conduct Union activities in any work area without the permission of Department Head or their designee.

SECTION 5.

A steward or the local union president may be permitted reasonable leave with pay, to investigate and process grievances during working hours only if such investigation is not possible during off-duty time, and if the steward or local president obtains the express, prior written permission of the Employer. The steward or local president shall request written permission from the Department Head and/or their designee or the Township Administrator, explaining the reason why it is not possible to investigate or process the grievance during non-duty time.

SECTION 6.

The Union shall select up to a total of three (3) employees to serve as negotiating committee representatives. These committee members shall be selected from each section as listed in paragraph 4 of this Article.

SECTION 7.

Committee members and stewards whose attendance is required at meetings with Management scheduled, by agreement of the parties, during normal working hours shall lose no pay for that portion of the meeting occurring during the regularly scheduled work shift.

ARTICLE 43
SAFETY OF EQUIPMENT

SECTION 1.

It is agreed and understood equipment used by employees shall be in good operating condition, as determined by the supervisor after consultation with the mechanic, including all lights, safety chains, etc. If an employee in the bargaining unit feels the equipment is not suitable for use, he shall immediately report it to their superior for a determination by the Department Head and/or their designee of whether it should be used.

There shall be no disciplinary action taken against an employee who reports an unsafe piece of equipment, nor shall he or she be held responsible for its use.

ARTICLE 44
SAFETY AND FOUL WEATHER APPAREL

SECTION 1.

- A. The Employer will provide safety equipment consistent with the work requirements as determined by OSHA. If required, protective clothing such as rubber gloves, suits and boots will be furnished for protection of the eyes, skin, or clothing.

Examples are rubber gloves and rubber footwear for electrical work, face shields or goggles for grinders and air compressors, rubber aprons and gloves for meter cleaning operations or using corrosive materials for cleaning. Hard hats are to be furnished to those workers who work where falling objects are a hazard.

Since all work by personnel within the scope of this policy involves potential hazard to the eyes, feet, or hands; safety lens for eyeglasses, safety shoes and non-rubber gloves are highly recommended for all employees, and will, if required, be provided by the employer.

- B. Failure by employees to properly utilize safety equipment provided by the Employer shall be cause for disciplinary action.

SECTION 2. Foul Weather Apparel

The Employer will furnish a hat or cap, raincoat or rainsuit, knee boots or arctics or hip boots to those employees who are regularly required to work outside in inclement weather (rain or snow). Rubber knee boots, hip boots, or waders or arctics will be furnished to those employees who are required to work in trench areas or other job situations which involve working in water.

SECTION 3. Administrative Authority

That for purposes of Administration, authority is to be delegated to the Department Head and/or their designee for allocating and establishing levels of items detailed above.

SECTION 4.

Employees are responsible for normal care and security of safety equipment. Damage or loss beyond normal wear and tear is the employee's responsibility. Items requiring repair or replacement shall be presented to immediate supervision as soon as practicable.

ARTICLE 45
WATER AND ICE

The Employer shall furnish water jugs to each crew at the beginning of each shift when the temperature reaches sixty (60) degrees higher. The Employer will also provide ice, water and drinking cups at no cost to the employees.

Depletion of on-site water supply or temporary non-availability of ice shall not constitute the basis for work stoppage.

ARTICLE 46
COMMERCIAL DRIVER'S LICENSE

- A. The parties agree that pursuant to the Commercial Motor Vehicle Safety Act of 1986 (Title XII, Pub. L 99-570) and O.R.C. Section 4506, certain employees are required to obtain and retain a Commercial Driver's License (CDL) as a condition of employment.
- B. Wherever a CDL is referred to, it is understood to mean the Commercial Driver's License and any required endorsements. The policy shall be applied to all current and future employees.
- C. The Employer will provide training to those employees required by the Township to pass the Commercial Driver's License Exam. The Employer will make every reasonable effort to schedule the training during normal working hours. Employees shall be permitted time off to participate in the training. The training shall be at the Employer's expense.
- D. All employees will be granted time off with pay to take the knowledge and driving test. All license and testing fees including renewals will be paid by the Employer.
- E. In order to implement this provision, the parties agree to the following:
 - i. The Employer will reimburse the cost of the required CDL Group License and Endorsement for those employees in positions where such licenses and endorsements are required.
 - ii. The Employer will reimburse the fee to the skills test, if required. Where a skills test is required, the employee will be permitted to utilize the appropriate Employer vehicle.
 - iii. Employees shall be eligible for a grant of administrative leave to take the test to obtain or renew the CDL.
 - iv. Employees desiring to transfer, promote, bump or be recalled to a position requiring a CDL are eligible for reimbursement for obtaining the initial CDL and shall be eligible for reimbursement for renewal.
 - v. Any employee hired after January 1, 2017 shall be required to obtain the necessary CDL A certification before or within the expiration of their probationary period, as a condition of successful completion of their probationary period. Any employee hired prior to January 1, 2017 shall be required to maintain a Class B CDL. Employees hired prior to January 1, 2017 shall be required to obtain a Class A CDL by December 31, 2019. The costs associated with obtaining the Class A CDL will be paid for by the Employer. If an Employee is unable to obtain a CDL or loses their CDL the employer may be terminated.

- vi. Employees required to obtain a medical certification of fitness shall have "Examination to Determine Physical Condition of Drivers" form filed in their personnel file. The Employer agrees to pay for the examination and to grant administrative leave for the time necessary to complete the examination.
- vii. It is the intent of the parties that Article 45 meet current requirements of Federal CDL regulations. Therefore, any mandatory requirement shall supersede present contract language.

ARTICLE 47
DRUG AND ALCOHOL TESTING

Employees may be required to take a drug or alcohol test if the Employer has a reasonable suspicion that the employee is using, consuming, or under the influence of drugs or alcohol while on the job. The Employer may request and be granted urine samples only. The Employer will not conduct random testing without a reasonable suspicion. The test will be performed at a reputable hospital or branch. If specimens are taken, they will be kept for a period not to exceed six (6) months.

For the purposes of maintaining an employee's required CDL license, employees will be required to be tested randomly and in compliance with ODOT regulations. This testing will be conducted by a third-party administrator that is an approved ODOT Testing organization.

Employees required to take a test shall suffer no loss of pay and will be supplied transportation to and from the hospital.

The Employer shall pay all costs of the required first test and the GC-MS confirmatory test. The third sample will be collected in a separate container sealed in the presence of the Employer and the Union witness who will sign the seal. The third sample shall be made available to the Union and Employer. The party requesting the third test shall pay for the test. All test results shall be treated as confidential medical records. The Union and employee will be given a copy of the results of both tests. The Union and employee shall have seventy-two (72) hours to present the Employer with different results from the test of the third sample.

The Employer will develop or subscribe to an Employee Assistance Program (EAP). Any employee, while on duty who tests positive on both tests administered by the Employer, will be directed to enroll in the EAP.

Appropriate disciplinary action may be taken against an employee who tests positively a second time after he/she has completed the EAP as recommended for that employee. Failure to follow through with the recommended program may also result in disciplinary action.

This testing plan will be implemented January 1, 1992.

ARTICLE 48
JOB DESCRIPTION

The parties agree to create a committee comprised of an equal number of members from Management and the Union to review all current job descriptions and negotiate, as necessary. All unresolved items shall be submitted to binding arbitration as prescribed in Article 7, Step 6.

ARTICLE 49
FAMILY MEDICAL LEAVE ACT

SECTION 1.

The Employer agrees to apply the provisions of the Family Medical Leave Act (FMLA) to all employees in the bargaining unit.

SECTION 2.

An Employee taking leave to which he is entitled under the FMLA must exhaust paid leave while on FMLA

SECTION 3.

The Employer may grant additional leave time, at their discretion, when requested by the Employee. The Employee, should he continue leave time, may continue health benefits through COBRA only.

SECTION 4.

Employees returning from FMLA leave shall be returned to the same or similar position within their former classification.

ARTICLE 50
WELFARE TO WORK INITIATIVE PARTICIPANTS

The welfare-to-work initiative shall not be implemented where bargaining unit employees have been laid off and are on a recall list. No bargaining unit position shall be eliminated, have regular hours reduced or otherwise reduced in pay as a result of any welfare to work initiatives.

Promotional opportunities shall not be affected by the use of welfare to work participants.

If the Employer shall notify the union as soon as possible before implementing the welfare to work initiative. Such a notice shall include the number of individuals involved, their work locations and hours of work, a summary of types of tasks to be performed, and a description of how the individuals will be trained and supervised to perform the tasks. Upon request of the Union, the parties shall meet promptly to exchange information and discuss or negotiate to the extent required by applicable laws, or this Agreement any issues which arise as a result of welfare to work initiatives.

ARTICLE 51
DURATION

This agreement shall be effective at 12:01 A.M. January 1, 2026 and shall remain in full force and effect through midnight December 31, 2028.

Thereafter, it shall continue in full force and effect from year to year unless either party hereto notifies the other in writing of their intention to open the Agreement for renegotiation no earlier than one hundred twenty (120) calendar days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto their set hands on the dates indicated below.

X

[Name]

AFSCME Ohio Council 8

X

Jeff Weckbach

Colerain Township Administrator

X

[Name]

Member - Local 3553

X

[Name]

Member - Local 3553

X

[Name]

Member, Local 3553

APPENDIX I (SALARY SCHEDULE)

STEP SCHEDULE			
MW Step	2026^	2027*	2028**
0	\$23.52		
1	\$24.90	\$25.52	
2	\$25.63	\$26.27	\$26.92
3	\$26.36	\$27.02	\$27.70
4	\$27.62	\$28.31	\$29.02
5	\$28.87	\$29.60	\$30.34
6	\$30.12	\$30.88	\$31.65
7	\$31.39	\$32.17	\$32.97
8	\$32.64	\$33.45	\$34.29
9	\$35.79	\$36.69	\$37.61
LB	\$21.28	\$21.81	\$22.36
BuD	\$18.28	\$18.73	\$19.20
SF	\$40.58	\$41.59	\$42.63

MW = Maintenance Worker, LB = Laborer, BuD = Bus Driver, SF = Supervisor Foreman

^Step 0 is the initial year of hire and probationary term in 2026

* All newly hired employees in 2027 shall start at Step #1 in order to compress the wage schedule to 9 steps.

** All newly hired employees in 2028 shall start at Step #2 in order to compress the wage schedule to 8 steps.

SECTION 1. All bargaining unit members will be paid at the hourly rates as outlined in the above chart, effective on the first payroll period of each new consecutive payroll year (which may or may not be prior to January 1 of each year). Effective January 4, 2026 for column one (1), effective January 3, 2027 for column two (2), and effective December 19, 2027 for column three (3). No member of the bargaining unit hired after January 1, 2026, may be hired above or below the start of the pay chart in the column that denotes pay rates for that year. All current members of the bargaining unit shall progress through the steps each year on the anniversary of their employment with Colerain Township.

APPENDIX II – The Seven Standards of Just Cause

SECTION 1.

Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

SECTION 2.

Was the employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the company's business and (b) the performance that the company might properly expect of the employee?

SECTION 3.

Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

SECTION 4.

Was the employer's investigation conducted fairly and objectively?

SECTION 5.

At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

SECTION 6.

Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

SECTION 7.

Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in their service with the company?

APPENDIX III (DEFINITION OF TERMS)

Term	Definition
Administrative Leave	Temporary break from work granted for administrative reasons.
Alternative Work Schedule (AWS)	A non-traditional work schedule such as compressed workweeks.
Anniversary Date	The date marking an employee's hire or promotion.
Appeal	A request to review or reverse a decision.
Appointing Authority	The individual or body with the power to hire or discipline employees.
Arbitration	A dispute resolution process where a neutral third party renders a binding decision.
Attrition	Reduction in workforce through resignations or retirements.
Back Pay	Compensation for wages lost due to wrongful termination or contract violations.
Bargaining Unit	A group of employees with a clear and identifiable community of interest, represented by the union.
Base Pay	Initial compensation excluding bonuses or overtime.
Binding Agreement	A contract or clause that is legally enforceable.
Binding Arbitration	Arbitration where the decision must be accepted by both parties.
Break in Service	An interruption in employment.
Bumping Rights	The right of a more senior employee to displace a less senior one in a layoff.
Certification	Recognition of a union as bargaining representative.
Check-In/Check-Out Time	Time recorded for starting and ending work shifts.
Compensation	Refers to the money or benefits that an individual receives in exchange for their work, services, or as a form of damage awarded to someone who has suffered loss or injury due to another party's actions
Collective Bargaining	The negotiation process between the union and employer regarding wages, hours, and working conditions.
Collective Bargaining Agreement (CBA)	The final contract that the employer and local agree to by negotiating terms and conditions.
Continuing Education	Training for job performance or advancement.
Corrective Action	Measures taken to address performance or behavior.
Day of Record	A specific day used to determine eligibility for benefits.
Demotion	A reduction in rank, classification, or pay.

Department Head	A leader or manager of a specific department responsible for the overall supervision, direction, coordination and evaluation of activities within their department.
Department Head Designee	Employee who is designated to oversee responsibilities of daily operations and make decisions within their department.
Discipline	Corrective action for rule violations.
Displacement	Reassignment due to layoff or reorganization.
Double Time	Overtime pay at 2 times the regular hourly rate.
Dues Checkoff	Automatic payroll deduction of union dues.
Duty of Fair Representation	The union's legal obligation to represent all employees fairly.
Duty Time	Time during which an employee is expected to work.
Duty to Bargain	The legal obligation of both the union and employer to negotiate in good faith over mandatory subjects of bargaining.
Employee	An individual who performs services for an organization under its direction and control, and who is paid wages or salary in return for their labor.
Employer	A person, company, organization, or institution that hires and pays individuals (employees) to perform specific tasks or services in exchange for compensation, typically in the form of wages or salary
Equal Employment Opportunity (EEO)	Policies ensuring fair treatment in employment.
Essential Employee	An employee required to work during emergencies.
Exclusive Representation	The union's legal right to represent all employees in the bargaining unit, regardless of union membership.
Fair Share Fee	A fee paid by non-union members to cover the cost of union representation (where permitted by law).
Floating Holiday	A paid day off that employees can take at their discretion, subject to approval.
FMLA (Family and Medical Leave Act)	Federal law allowing unpaid leave for family or medical reasons.
Furlough	A temporary unpaid leave of absence.
Grievance	A formal complaint alleging a violation, misinterpretation, or misapplication of the CBA.
Grievance Procedure	A step-by-step process for resolving disputes under the CBA.
Grievant	The employee or union filing a grievance.
Holiday Pay	Additional compensation for working on a holiday.
Impasse	A deadlock in negotiations where both parties are unable to reach agreement.

Job Abandonment	When an employee fails to report to work without notice.
Job Classification	A categorization of jobs based on duties and responsibilities.
Job Description	Summary of duties and qualifications.
Job Posting/Job Bidding	A notice of a position or assignment opening that current employees can apply for.
Just Cause	A standard requiring fair and valid reasons for discipline or termination.
Labor-Management Committee	A joint committee of union and management representatives that meets to discuss workplace issues outside of formal bargaining.
Last Best Offer	A final proposal made by one party during negotiations.
Lateral Transfer	Move to a different position at same level.
Layoff	A temporary or permanent separation from employment due to lack of work, funding, or reorganization.
Letter of Reprimand	A formal written warning.
Lockout	An employer-initiated work stoppage during a labor dispute.
Management Rights	The Employers "rules of the game" that let managers manage, ensuring productivity while respecting union agreements or labor laws..
Mandatory Subjects of Bargaining	Topics that must be negotiated, such as wages, hours, and working conditions.
Mediation	A voluntary process where a neutral third party helps the union and employer reach a mutually acceptable agreement.
Meet and Confer	Informal discussions between union and management on workplace issues.
Memorandum of Understanding (MOU)	A supplementary agreement that clarifies or modifies terms in the main CBA.
Non-Binding Arbitration	Arbitration where the decision is advisory, not mandatory.
Non-Exempt Employee	An employee entitled to overtime pay.
No-Strike Clause	A provision in the CBA where the union agrees not to strike during the contract term.
Notice of Intent	Statement indicating a planned action.
Official Time	Paid time off for union duties.
On-Call Pay	Compensation for being available to work.
Overtime	Time worked beyond standard regular hours, often compensated at a higher rate.
Parity Pay	Compensation designed to bring pay in line with comparable positions in other agencies or jurisdictions.

Past Practice	A consistent historical practice accepted by both parties, often used to interpret ambiguous contract interpretation.
Pay Grade	A level within a pay scale that determines compensation.
Performance Evaluation	A formal review of job performance.
Permanent Part-time	Part-time employee is someone who works part-time hours but has regular employment with a permanent schedule.
Probationary Period	A trial period for new employees during which full union protections may not apply.
Progressive Discipline	Increasing disciplinary actions for repeated offenses.
Reassignment	A change in duties or location without pay change.
Rebuttal	Response to disciplinary action.
Recall	The process of re-employing a laid-off worker when a position becomes available.
Reclassification	A change in job classification due to changes in duties.
Reduction in Force (RIF)	Layoff due to budget or restructuring.
Reopener Clause	A provision allowing certain parts of the contract to be renegotiated before the full agreement expires.
Right to Representation	The employee's right to have a union representative present during disciplinary or investigatory meetings.
Scope of Representation	Issues the union can bargain.
Seasonal Employee	Part-time employees hired to work during periods of increased business, such as for a few weeks or a few months.
Seniority	Length of service used to determine benefits and employment decisions.
Seniority List	A ranked list of employees by service length.
Severance Pay	Compensation upon termination.
Shift Differential	Additional pay for working less desirable shifts (e.g., nights, weekends).
Status Letter	Document confirming employment details.
Status Quo	Maintaining conditions during negotiations.
Step Increase	A scheduled wage increase based on time in service or performance.
Strike	A work stoppage by employees to protest working conditions or contract disputes.
Supervisor	A person who oversees the work and directs the duties of employees performance, typically in a workplace
Tentative Agreement (TA)	A proposed agreement reached during negotiations that is subject to ratification by union members and/or the employer.
Time and a Half	Overtime pay at 1.5 times the regular hourly rate.

Timekeeping System	A system to track work hours.
Trustee	An individual or organization that holds and manages assets or property for the benefit of another person or group, known as the beneficiary, under the terms of a trust agreement.
Unfair Labor Practice (ULP)	Violation of labor laws.
Union AFSCME Local 3553	The exclusive representative of the bargaining unit staff.
Union Leave	Time off for union representatives to conduct union business.
Union Security Clause	A provision requiring union membership or dues.
Union Steward	A union representative who supports members and enforces the CBA.
Unit Clarification	A process to determine which employees belong in the bargaining unit.
Vacancy Announcement	Notice of a job opening.
Weingarten Rights	The right of an employee to union representation during investigatory interviews that may lead to discipline.
Work Rules	Employer policies and procedures that employees are expected to follow.
Work Stoppage	A temporary halt in work, including strikes, slowdowns, or other forms of protest.
Workforce Planning	Strategic staffing planning.
Workload	The amount of work assigned to an employee or position.
Workload Adjustment	A change in assigned duties to balance responsibilities.

DEVELOPMENT

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution Establishing a TIF District - Staverman

Recommend ADOPTION of the Resolution.

Rationale:

The establishment of the TIF area will provide the resources necessary to aid in the construction of public infrastructure associated with the TIF District. This district is anticipated to generate a valuation of \$20M which could lead to new revenues of \$387,000 once fully constructed.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio met in regular session at 6:00 p.m. on the 23rd day of December 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Trustee [] introduced the following resolution and moved for its adoption:

RESOLUTION NO. []- 25

A RESOLUTION DECLARING CERTAIN IMPROVEMENTS TO PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THE IMPROVEMENTS TO MAKE SERVICE PAYMENTS IN LIEU OF REAL PROPERTY TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE, TO BE MADE, OR IN THE PROCESS OF BEING MADE, THAT WILL DIRECTLY BENEFIT THE PARCELS; ESTABLISHING A TOWNSHIP PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS IN LIEU OF REAL PROPERTY TAXES; AUTHORIZING THE PAYMENT OF A PORTION OF THE SERVICE PAYMENTS IN LIEU OF REAL PROPERTY TAXES TO THE NORTHWEST LOCAL SCHOOL DISTRICT, THE MT. HEALTHY CITY SCHOOL DISTRICT, GREAT OAKS CAREER CAMPUSES, AND THE BUTLER TECH JOINT VOCATIONAL SCHOOL DISTRICT, AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, this Board of Trustees (the “Board”) of the Township of Colerain, Hamilton County, Ohio (the “Township”) previously approved Resolution No. 131-24 on October 22, 2024 (the “Original TIF Resolution”) authorizing one or more exemptions from real property taxation with respect to the parcels of real property (the “Parcels” as defined pursuant to **Exhibit A** hereof) comprising what is more commonly known as the “Staverman Farms TIF” and the Board of Education of the Northwest Local School District (the “Northwest LSD”) approved a Resolution No. 2444 on September 23, 2024 (the “Original School District Resolution”) approving a form of the Original TIF Resolution; and,

WHEREAS, following passage of the Original TIF Resolution and the Original School District Resolution, the Township and the Northwest LSD entered into a Tax Incentive Agreement on or after October 22, 2024 (the “Original Tax Incentive Agreement”) memorializing the terms of certain compensation payments to be made by the Township to the Northwest LSD; and,

WHEREAS, to better encourage the timely completion of what is currently anticipated to include a senior care facility and related appurtenances thereto (collectively, the “Project”), this Board has approved the repeal of the Original TIF Resolution and the termination of the Original

Tax Incentive Agreement on December 9, 2025 pursuant to Resolution No. 160-25 (the “TIF Termination Resolution”); and,

WHEREAS, following passage of the TIF Termination Resolution, this Board has determined to authorize a subsequent tax increment financing exemption from real property taxation with respect to the Parcels and the Project comprising the Staverman Farms TIF; and,

WHEREAS, the TIF Statutes authorize this Board, by resolution, to declare certain Improvements (as defined herein) to be a public purpose and exempt from real property taxation the increase in the assessed value of certain parcels of real property located within the unincorporated area of the Township as a result of such Improvements, require the owner, or owners, of such parcels to make annual service payments in lieu of real property taxes, establish a township public improvement tax increment equivalent fund for the deposit of any such service payments in lieu of real property taxes, and designate the public infrastructure improvements made, to be made, or that once made, or in the process of being made, will directly benefit the Parcels; and,

WHEREAS, under Division (B) of Section 5709.73 of the Ohio Revised Code, this Board hereby declares that the public infrastructure improvements further described on **Exhibit B** attached to, and incorporated into this Resolution (as further defined in the TIF Statutes, the “Public Infrastructure Improvements”) made, to be made, that once made, or in the process of being made, will directly benefit the Parcels; and,

WHEREAS, under Section 5709.74 of the Ohio Revised Code, this Board has determined to require the owner or owners of each Parcel, together with their successors and assigns (the “Owners”) to make service payments in lieu of real property taxes on the portion of the Improvements exempted from real property taxation pursuant to this Resolution; and,

WHEREAS, under Section 5709.75 of the Ohio Revised Code, this Board has determined to establish a township public improvement tax increment equivalent fund for the deposit of service payments in lieu of real property taxes; and,

WHEREAS, the Board of Education of the Northwest LSD passed Resolution No. 2567 on December 8, 2025, approving the TIF Exemptions (as defined herein) (the “Northwest LSD Approval Resolution”) and waiving all notice requirements of Division (D) of Section 5709.73, Section 5709.83 of the Ohio Revised Code, and other generally applicable Ohio law; and,

WHEREAS, the Board of Education of the Mt. Healthy City School District (the “Mt. Healthy CSD”) passed Resolution No. [] on December 11, 2025, approving the TIF Exemption (as defined herein) (the “Mt. Healthy CSD Approval Resolution” and together with the Northwest LSD Approval Resolution, the “Local Schools Approval Resolutions”) and waiving all notice requirements of Division (D) of Section 5709.73, Section 5709.83 of the Ohio Revised Code, and other generally applicable Ohio law; and,

WHEREAS, notwithstanding the Local Schools Approval Resolutions, the Township provided a fourteen (14) day courtesy notice to the Northwest LSD, the Mt. Healthy CSD, the Butler Tech Joint Vocational School District (the “Butler Tech JVSD”), and the Great Oaks Career

Campuses (the “Great Oaks JVSD” and together with the Northwest LSD, the Mt. Healthy CSD, the Butler Tech JVSD, and the Great Oaks Career Campuses” the “School Districts”) in accordance with Division (D) of Section 5709.73 and Section 5709.83 of the Ohio Revised Code; and,

WHEREAS, pursuant to the authority granted to the Township under Section 5709.75(C)(1)(a), this Board intends for the Township to pay a portion of any such service payments in lieu of real property taxes it receives with respect to the TIF Exemptions (as defined herein) authorized with respect to the Parcels to each of the School Districts in an amount equal to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted.

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

SECTION 1. Public Infrastructure Improvements. This Board hereby declares that the Public Infrastructure Improvements described on **Exhibit B** attached to, and incorporated into, this Resolution, are “public infrastructure improvements” (as defined in Division (A)(8) of Section 5709.40 and Division (A)(6) of Section 5709.73 of the Ohio Revised Code) made, to be made, or in the process of being made, that will directly benefit the Parcels.

SECTION 2. Authorization of Tax Exemption. Under Division (B) of Section 5709.73 of the Ohio Revised Code, this Board hereby exempts one-hundred percent (100%) of the Improvements to the Parcels (as they may be subdivided or combined in connection with the acquisition or development of the Parcels from time to time) from real property taxation for a period of thirty (30) years commencing, on a parcel-by-parcel basis, on the first day of the tax year following the effective date of this Resolution in which one or more Improvements with respect to one or more structures on each Parcel are completed, as evidenced by a certificate of occupancy (the “Commencement Date”) and ending on the thirtieth (30th) anniversary of the Commencement Date with respect to each Parcel or the date the Public Infrastructure Improvements are paid in full, whichever occurs first. In no case will any Improvements on any Parcel be exempted from real property taxation for a period longer than thirty (30) years, unless otherwise permitted pursuant to generally acceptable Ohio law from time to time (the “TIF Exemptions”).

SECTION 3. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.74 of the Ohio Revised Code, this Board directs and requires the current and future owners of the Parcels to make annual service payments in lieu of real property taxes with respect to the Improvements allocable to their Parcels to the County Treasurer of Hamilton County, Ohio (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of real property taxes, including any penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code, will be charged and collected in the same

manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements if the Improvements were not subject to the TIF Exemptions authorized pursuant to this Resolution. Such service payments in lieu of real property taxes, penalties and interest, and any other payments with respect to the Improvements that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (the "Property Tax Rollback Payments," and together with the service payments in lieu of real property taxes and penalties and interest described above, the "Service Payments"), will be allocated and distributed in accordance with Section 5 of this Resolution.

SECTION 4.

Creation of TIF Fund. This Board hereby establishes, under Section 5709.75 of the Ohio Revised Code, the Staverman Farms Public Improvement Tax Increment Equivalent Fund (and together with such accounts and sub-accounts as the Colerain Township Fiscal Officer shall determine as necessary from time to time, the "TIF Fund"), into which the County Treasurer and the Township shall deposit the Service Payments collected with respect to the Parcels. The TIF Fund will be maintained in the custody of the Township. The Township may use amounts deposited into the TIF Fund for the purposes authorized by the TIF Statutes, including, but not limited to, paying any costs of the Public Infrastructure Improvements in a manner that is consistent with this Resolution. The TIF Fund will exist so long as such Service Payments are collected and used for the purposes described above or until the thirtieth (30th) anniversary of the Commencement Date, after which the TIF Fund is to be dissolved and any surplus funds remaining in the TIF Fund will be transferred to the Township's general fund, all as set forth under Section 5709.75 of the Ohio Revised Code.

SECTION 5.

Distribution of Funds. In accordance with the TIF Statutes, the County Treasurer shall distribute the Service Payments to the Township to be deposited into the TIF Fund, and the Township shall then distribute the Service Payments as follows:

FIRST, to each of the School Districts, the amount of Service Payments equal to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted; and,

SECOND, to the Township to remain on deposit in the TIF Fund. The Township may use or distribute Service Payments on deposit in the TIF Fund to pay or reimburse the Township or one or more other

third parties for the costs of any Public Infrastructure Improvements constructed by or on behalf of the Township; and,

THIRD, for any other purpose permitted under the TIF Statutes and other generally applicable Ohio law from time to time.

SECTION 6.

Other Authorizations. This Board further authorizes and directs the Township Administrator or their designees to: (i) make arrangements necessary and proper for the collection of Service Payments from the current and future owners of the Parcels; (ii) prepare, sign, and file all agreements and instruments as may be necessary to implement this Resolution, including any Form DTE-24 (“Application for Real Property Tax Exemption and Remission”), and any other applications for real property tax exemption and remission as may be required from time to time; and (iii) take all other actions as may be appropriate to implement this Resolution. For the avoidance of doubt, Section 5709.911 of the Ohio Revised Code shall govern the priority status of the TIF Exemption authorized pursuant to this Resolution.

This Board hereby authorizes and directs the Township Administrator, the Fiscal Officer, together and with their designees, to execute, acknowledge and deliver in the name and on behalf of this Board, the Tax Incentive Agreements substantially in the forms of Exhibit C and Exhibit D attached hereto, together with such changes thereto not inconsistent with this Resolution and not substantially adverse to the Township as may be permitted by the officials executing such agreement on behalf of the Township. The approval of such changes by the Township Administrator, the Fiscal Officer, together and with their designees, and that such changes are not substantially adverse to the Township shall be conclusively evidenced by the execution of the respective Tax Incentive Agreement by such officers.

SECTION 7.

Ohio Department of Development. Pursuant to Division (I) of Section 5709.73 of the Ohio Revised Code, the Township Fiscal Officer is directed to deliver a copy of this Resolution to the Director of the Ohio Department of Development (“ODOD”) within fifteen (15) days of its adoption. On or before March 31 of each year that a TIF Exemption authorized by this Resolution remains in effect, the Township Administrator shall prepare and submit the status report required under Division (I) of Section 5709.73 of the Ohio Revised Code to the Director of ODOD.

SECTION 8.

No Discrimination. In accordance with Ohio Revised Code Section 5709.832, this Board hereby determines that no employer located on the Parcels subject to the TIF Exemptions shall deny any individual employment based solely on race, religion, sex, disability, color, national origin or ancestry.

SECTION 9. Review Council. The Township has created, or has joined, the Colerain Township Tax Incentive Review Council (the “Council”) with the membership of the Council constituted in accordance with Ohio Revised Code Section 5709.85. The Council shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from real property taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before the Council, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 10. Open Meetings. It is hereby found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 11. Effective Date. This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two (2) separate days and hereby authorizes the adoption of this Resolution upon its first reading. This Resolution shall take effect on and after the earliest period allowed by law.

[Remainder of Page Intentionally Left Blank]

_____ seconded the motion, 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 23rd day of December, 2025

BOARD OF TRUSTEES

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution Approved As to Form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

I, Jeff Baker, Fiscal Officer of Colerain Township, Hamilton County, Ohio hereby certify, as official custodian of the records of Colerain Township, Hamilton County, Ohio that the foregoing is taken and copied from the Record of Proceedings of Colerain Township, Hamilton County, Ohio and that the same is a true and accurate copy of the original on file in the township hall at 4200 Springdale Road, Cincinnati, Ohio 45251.

Jeff Baker, Fiscal Officer

Date

EXHIBIT A

Description of the Parcels

The Parcels consist of the real estate situated in the Township of Colerain, County of Hamilton, State of Ohio identified by the Hamilton County Auditor as the following permanent parcel numbers, as such parcels may be further combined, re-combined, split, sub-divided, or renumbered from time to time, and as depicted on the following map:

51000510398
51000530405
51000530406
51000510397
51000530404

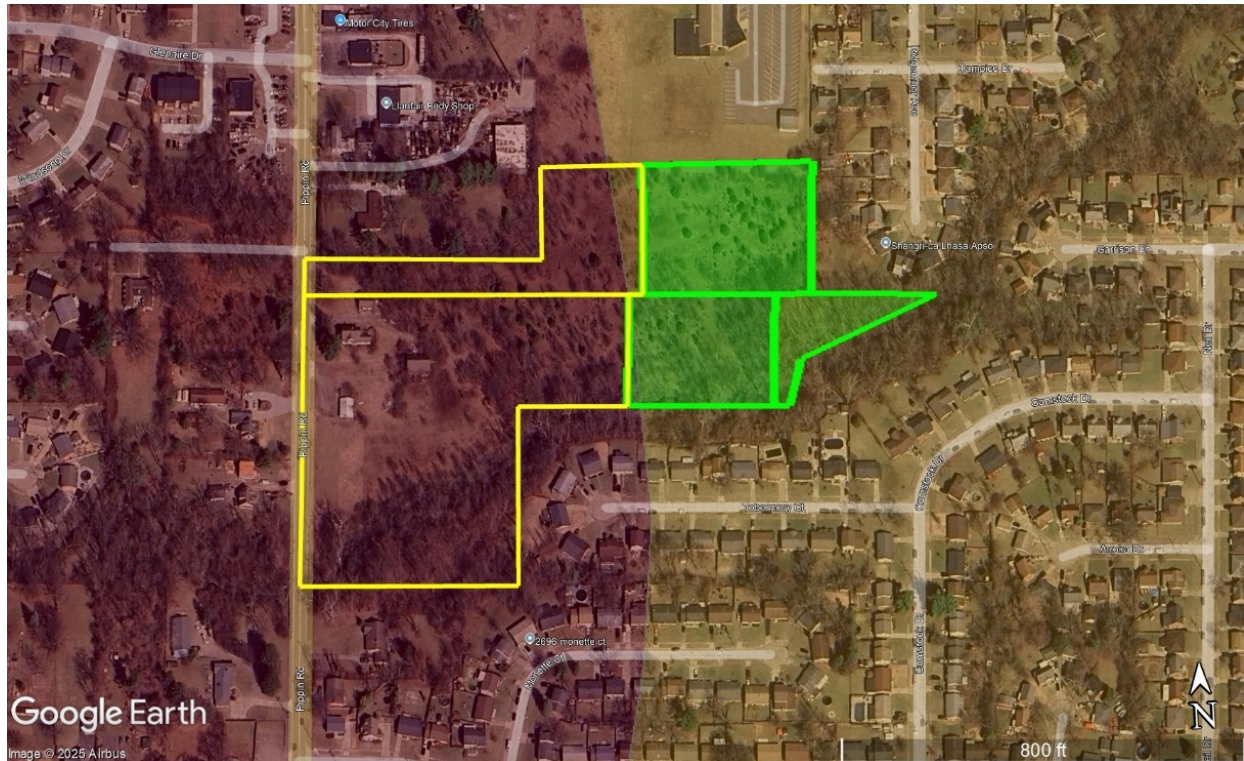


EXHIBIT B

Public Infrastructure Improvements

All of the Public Infrastructure Improvements described below are hereby determined to be “public infrastructure improvements” (as defined in Division (A)(8) of Section 5709.40 and Division (A)(6) of Section 5709.73 of the Ohio Revised Code) and that are made, to be made, or that once made, or in the process of being made will directly benefit the Parcels described by **Exhibit A**. The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” described in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and any debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Public Infrastructure Improvements include, without limitation:

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks and walkways, pathways, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including the continued maintenance of those public roads and highways; and,
- **Water and Sewer Lines.** Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore and including the continued maintenance of those storm and sanitary sewers), water lines (including the continued maintenance of those water lines), fire buildings and improvements, public water and fire protection systems (excluding any in-unit, private water and fire suppression systems), police and fire equipment, and all other appurtenances thereto; and,
- **Utilities.** Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto, and including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and,
- **Parks.** Construction or reconstruction of one or more public parks, including grading, trees, sod, shrubs, and other park plantings, park accessories, park structures, irrigation, lighting, flatwork, playgrounds, fountains, water fountains, water features, sports facilities, including, but not limited to, public tennis courts, sculptures, public art and related improvements, and all other appurtenances thereto; and,

- **Streetscape/Landscape Improvements.** Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and,
- **Public Parking Facilities.** Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and,
- **Demolition.** Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and,
- **Acquisition of Real Estate.** Acquisition of real estate or interests in real estate (including easements and rights-of-way) necessary to accomplish the foregoing improvements or in aid of industry, commerce, distribution or research; and,
- **Environmental remediation;** and,
- **Stormwater and Flood Remediation Projects.** Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and,
- **Ongoing Administrative Expenses.** Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF Fund, including but not limited to engineering, architectural, legal, administration, permitting and public infrastructure construction management, and other consulting and professional services and associated fees; and,
- **Inspection/Governmental Fees.** All inspection fees and other governmental fees related to the foregoing; and,
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing Public Infrastructure Improvements and for the maintenance of the TIF Fund.

EXHIBIT C

Form of Tax Incentive Agreement (Northwest Local School District)

[See Attached]

EXHIBIT D

Form of Tax Incentive Agreement (Mt. Healthy City School District)

[See Attached]

DEVELOPMENT

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution Establishing a TIF District - Taylor Glen

Recommend ADOPTION of the Resolution.

Rationale:

The creation of this Tax Incentive Financing District will allow for revenues to be generated to fund public improvements in the Township. This project will result in the construction of 99 single family attached, for sale homes.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio met in special session at 5:00 p.m., on the 23rd day of December, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Trustee _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. ____ - 25

A RESOLUTION ESTABLISHING A TAYLOR GLEN INCENTIVE DISTRICT AND DECLARING IMPROVEMENTS TO CERTAIN REAL PROPERTY WITHIN THE TAYLOR GLEN INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE, AND EXEMPT FROM REAL PROPERTY TAXATION; IDENTIFYING CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE, TO BE MADE, OR IN THE PROCESS OF BEING MADE, THAT WILL BENEFIT OR SERVE THE PARCELS IN THE TAYLOR GLEN INCENTIVE DISTRICT; REQUIRING THE OWNERS OF THOSE PARCELS COMPRISING THE TAYLOR GLEN INCENTIVE DISTRICT TO MAKE SERVICE PAYMENTS IN LIEU OF REAL PROPERTY TAXES; ESTABLISHING A TOWNSHIP PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS AND APPROVING RELATED MATTERS.

WHEREAS, this Board of Trustees (the “Board”) of the Township of Colerain, Hamilton County, Ohio (the “Township”) previously approved Resolution No. 158-23 on November 14, 2023 (the “Original TIF Resolution”) authorizing one or more exemptions from real property taxation with respect to the parcels of real property (the “Parcels” as defined pursuant to Exhibit A hereof) comprising the “Taylor Glen Incentive District” (as defined herein) and the Board of Education of the Northwest Local School District (the “District”) approved a Resolution No. 22340 on September 25, 2023 (the “Original School District Resolution”) approving a form of the Original TIF Resolution; and

WHEREAS, following passage of the Original TIF Resolution and the Original School District Resolution, the Township and the District entered into a Tax Incentive Agreement on November 14, 2023 (the “Original School Compensation Agreement”) memorializing the terms of certain compensation payments to be made by the Township to the District; and

WHEREAS, to better encourage the timely completion of what is currently anticipated to include ninety-nine (99) single-family attached townhomes and related appurtenances thereto (collectively, the “Project”), this Board has approved the repeal of the Original TIF Resolution on November 11, 2025 pursuant to Resolution No. 143-25 (the “Nonperforming Parcel Resolution”)

and declared the Parcels comprising the Taylor Glen Incentive District (as defined herein) as “non-performing parcels” pursuant to Ohio Revised Code Section 5709.73(A)(8); and

WHEREAS, Ohio Revised Code Sections 5709.73, 5709.74, 5709.75, 5709.82 and 5709.83 (the “TIF Statute”) provide that this Board of the Township may, under certain circumstances, establish one or more incentive districts within the Township, and declare the Improvements (as defined below) to real property located within those incentive districts, to be a public purpose, exempt a percentage of such Improvements (as defined herein) from real property taxation, identify certain public infrastructure improvements made, to be made, or in the process of being made, that will benefit or serve that real property, identify one or more specific projects being, or to be, undertaken in the incentive districts that place additional demand on the designated public infrastructure improvements, provide for payments in lieu of real property taxes by the owners of the real property, and establish a public improvement tax increment equivalent fund and accounts and subaccounts therein; and

WHEREAS, the real property comprising the Taylor Glen Incentive District, defined below and described on **Exhibit A** attached hereto and incorporated herein as the Parcels, are located within the Township and are (i) not more than three hundred (300) total acres in size, (ii) enclosed by a continuous boundary, and (iii) pursuant to the Nonperforming Parcel Resolution are not currently subject to another real property tax exemption authorized pursuant to Ohio Revised Code Section 5709.73(B) nor included within an existing incentive district established under Ohio Revised Code Section 5709.73(C); and

WHEREAS, Taylor Glen Development, LLC and D.R. Horton – Indiana, LLC (the “Owners”) intend to construct or cause to be constructed the Project, which will be conveyed to future owners by D.R. Horton – Indiana, LLC in fee simple upon the Parcels; and

WHEREAS, the public infrastructure improvements described by **Exhibit B** attached hereto and incorporated herein (the “Public Infrastructure Improvements”) will benefit or serve the Parcels comprising the Taylor Glen Incentive District and as required by Ohio Revised Code Section 5709.73(C)(3)(a), this Board has determined that the Project will place additional demand on the Public Infrastructure Improvements to be located at the Property and within the Taylor Glen Incentive District; and

WHEREAS, as required by Ohio Revised Code Sections 5709.73(A)(4)—(5) and 5709.40(A)(5)—(6), this Board has approved a written Economic Development Plan (the “Plan”) for the Taylor Glen Incentive District and delineated an “overlay” (as defined by Ohio Revised Code Section 5709.73(A)(4)—(5) upon a map of the proposed Taylor Glen Incentive District pursuant to its adoption of Resolution No. 144-25 on November 11, 2025; and

WHEREAS, as required by Ohio Revised Code Sections 5709.73(A)(5)—(6) and 5709.40(A)(5)(f), [____], who serves as the Engineer for the Township, has certified, effective [____] [____], 2025, that the public infrastructure improvements serving the Taylor Glen Incentive District is inadequate to meet the development needs of the Taylor Glen Incentive District, all as further evidenced by the Plan; and

WHEREAS, pursuant to Ohio Revised Code Section 5709.73(C)(2)(a), the Township held a public hearing on November 18, 2025, which such public hearing occurred not later than thirty (30) days prior to the date on which this Board considered adoption of this Resolution, notice of the public hearing was sent by first-class mail to each owner of each Parcel to be located within the boundaries of the proposed Taylor Glen Incentive District not later than thirty (30) days prior to the public hearing, and this Board has not received written request for any Parcel to be excluded from inclusion in the Taylor Glen Incentive District from any Owner pursuant to Ohio Revised Code Section 5709.73(C)(2)(b); and

WHEREAS, this Board has determined that it is in the best interest of the Township to establish the Taylor Glen Incentive District comprising the Parcels, declare the Improvements (as defined herein) to the Parcels to be a public purpose, and to exempt a percentage of such Improvements from real property taxation as provided in this Resolution; and

WHEREAS, pursuant to the TIF Statute, the boundaries of the Taylor Glen Incentive District is coextensive with the boundaries of, and will include only, the respective boundaries of each of the Parcels, as specifically identified and depicted by **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, under Ohio Revised Code Section 5709.74, this Board has determined to require the Owners and each of the future owner or owners of each Parcel within the Taylor Glen Incentive District, together with their successors and assigns, to make service payments in lieu of real property taxes on the portion of the Improvements exempted from real property taxation pursuant to this Resolution; and

WHEREAS, under Ohio Revised Code Section 5709.75, this Board has determined to establish a township public improvement tax increment equivalent fund for the deposit of service payments in lieu of real property taxes (the “Taylor Glen Incentive District TIF Fund”); and

WHEREAS, this Board desires that the Treasurer of Hamilton County, Ohio (the “County Treasurer”) forward service payments in lieu of real property taxes in the manner prescribed by Section 4 of this Resolution, all in accordance with Ohio Revised Code Sections 5709.74 and 5709.75; and

WHEREAS, as a result, the Board of Education of the School District approved the TIF Exemptions on November 10, 2025 pursuant to Resolution No. 2561 and waived all rights to any of the notices required by the TIF Statute on the condition that the Township enter into a School Compensation Agreement with the School District (the “School Compensation Agreement”) providing for the payment to the School District of compensation payments in the amount of real property taxes that would have been payable to the School District if the Improvements (as defined herein) had not been exempted from real property taxation pursuant to this Resolution; and.

WHEREAS, the Township sent notice of this Board’s intention to exempt the Improvements from real property taxation to the Boards of Education of the School District and the Board of Directors of the Butler Technology and Career Center (“Butler Tech” and together

with the School District, the “School Districts”) in accordance with Ohio Revised Code Sections 5709.73(D) and 5709.83 and hereby ratifies the giving of such notice by the Township; and

WHEREAS, the Township has provided a forty-five (45) business day notice to the Board of Commissioners of Hamilton County, Ohio (the “County”) pursuant to Ohio Revised Code Section 5709.73(E) prior to taking formal action to adopt this Resolution and, the County did not object by resolution within thirty (30) days of receipt of such notice, and the Township therefore is not required to pay to the County any compensation pursuant to Ohio Revised Code Section 5709.73(E).

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

SECTION 1. Establishment of Taylor Glen Incentive District. This Board hereby establishes: The Taylor Glen Incentive District. The Taylor Glen Incentive District consists of the Parcels depicted on **Exhibit A** hereto and incorporated herein.

Pursuant to Ohio Revised Code Section 5709.73(C), this Board finds and determines that it is in the best interest of the Township to declare the increase in the assessed value of each Parcel comprising the Taylor Glen Incentive District after the effective date of this Resolution (the “Improvements”) to be a public purpose and to authorize an exemption from real property taxation equal to one hundred percent (100%) of such Improvement (the “TIF Exemptions”). The TIF Exemptions shall commence the earlier of (i) the first tax year following the effective date of this Resolution for which five million dollars (\$5,000,000.00) in increased true value would have first appeared on the tax list and duplicate of real and public utility property within the boundaries of the Taylor Glen Incentive District or (ii) tax year 2030 (tax lien date January 1, 2030) (the “Commencement Date”). The TIF Exemptions shall end on the earlier of (i) thirty (30) years after the Commencement Date or (ii) the date on which the Public Infrastructure Improvements are paid in full and the Township can no longer require Service Payments from the Owners and future owners, all in accordance with the requirements of the TIF Statute.

The Public Infrastructure Improvements described in **Exhibit B** hereto made, to be made, or in the process of being made are hereby designated as public infrastructure improvements that benefit or serve, or that are made, to be made, or in the process of being made, that will benefit or serve, the Taylor Glen Incentive District. As required by Ohio Revised Code Section 5709.73(C)(3)(a), this Board hereby determines that the Project will place additional demand on the Public Infrastructure Improvements to be located at the Parcels comprising the Taylor Glen Incentive District.

SECTION 2. Requirement for Service Payments. Pursuant to Ohio Revised Code Section 5709.74, this Board directs and requires each Owner, and all future owners, of each Parcel comprising the Taylor Glen Incentive District to make semi-annual service payments in lieu of real property taxes with respect to the Improvements allocable

to each Parcel to the County Treasurer on or before the final dates for payment of real property taxes. Service payments in lieu of real property taxes, including any penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements if it were not subject to the TIF Exemptions authorized by this Resolution. Such service payments in lieu of real property taxes, penalties and interest, and any other payments with respect to Improvements that are received by the County Treasurer in connection with the reduction required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (the "Property Tax Rollback Payments," and together with the service payments in lieu of real property taxes and penalties and interest described above, the "Service Payments"), will be allocated and distributed in accordance with Section 4 of this Resolution.

SECTION 3. Establishment of TIF Fund. This Board hereby establishes, pursuant to and in accordance with the provisions of the TIF Statute, the Taylor Glen Incentive District TIF Fund into which the Township shall deposit all Service Payments collected with respect to the Parcels comprising the Taylor Glen Incentive District and received from the County Treasurer. Within the Taylor Glen Incentive District TIF Fund, the Fiscal Officer of the Township is hereby authorized to establish one or more accounts or sub-accounts associated with the applicable Taylor Glen Incentive District TIF Fund, as may be required from time to time in the sole discretion of the Fiscal Officer. The Township, in its sole discretion, may utilize Service Payments deposited into the Taylor Glen Incentive District TIF Fund and its associated accounts and sub-accounts for the purposes authorized by the TIF Statute, this Resolution, and other generally applicable Ohio law. The Taylor Glen Incentive District TIF Fund shall exist so long as Service Payments are collected and used for the purposes described above, after which the Taylor Glen Incentive District TIF Fund and its associated accounts and sub-accounts are to be dissolved and any surplus funds remaining in the Taylor Glen Incentive District TIF Fund shall be transferred to the Township's general fund, all as set forth under Ohio Revised Code Section 5709.75(F).

SECTION 4. Distributions of Service Payments. At the same time and in the same manner as real property tax distributions, the Township requests that the County Treasurer distribute the Service Payments applicable to the Taylor Glen Incentive District as follows:

FIRST, to the appropriate taxing authorities the portion of the Service Payments that represent payments required under Ohio Revised Code Section 5709.73(F), as required by the County Treasurer pursuant to Ohio Revised Code Section 5709.74(C); and

SECOND, the remainder to the Township for deposit into the Taylor Glen Incentive District TIF Fund.

The Township shall then use the Service Payments for such uses as may be identified and approved by the Township from time to time, in the Township's sole discretion, as follows:

FIRST, to each of the School Districts the amount of real property taxes that each of the School Districts would have received but for the authorization of this Resolution and the TIF Exemptions applicable to the Taylor Glen Incentive District, as applicable; and

SECOND, payment of the costs of any Public Infrastructure Improvements defined by Ohio Revised Code Section 5709.73(A)(6) and selected in the sole discretion of the Township, made, to be made, or in the process of being made that will benefit or serve the Parcels included within the Taylor Glen Incentive District, all as authorized under Ohio Revised Code Section 5709.73 and more particularly defined by **Exhibit B** attached hereto and incorporated herein, and

THIRD, for any other lawful purpose pursuant to this Resolution, the TIF Statute, its related laws and rules, and other generally applicable Ohio law.

SECTION 5. Agreement Authorizations. This Board hereby (i) agrees to terminate the Original School Compensation Agreement and (ii) approves the School Compensation Agreement to be executed by and among the Township and the School District, in substantially the form attached hereto as **Exhibit C** and incorporated herein. The Board, the Township Administrator, and the Fiscal Officer, together with their designees, are hereby authorized to execute and deliver the School Compensation Agreement authorized by this Resolution, together with such changes as are not inconsistent with this Resolution and as are not materially adverse to the Township as may be approved by the Board, which such approval shall be evidenced conclusively by the execution of the School Compensation Agreement authorized by this Resolution by the Board. The Board, the Township Administrator, the and Fiscal Officer, together with their designees, are authorized and directed to sign any other agreement, document, instrument, amendment, or certificate and to take such actions as are necessary or appropriate to consummate or implement the transactions described in or contemplated by this Resolution and the School Compensation Agreement.

SECTION 6. Further Authorizations. This Board further authorizes and directs the Board, the Township Administrator, and the Fiscal Officer, or their designees, and other appropriate officers of the Township to: (i) make such arrangements as are necessary and proper for the collection of Service Payments from the Owners, or future owners, of any of the Parcels comprising the Taylor Glen Incentive District, (ii) facilitate the payment of the Service Payments from the County Treasurer to the Township for deposit into the Taylor Glen Incentive District TIF Fund, (iii) prepare and sign all agreements, documents, instruments, amendments, or certificates as may be necessary to implement this Resolution from time to time, including, but not limited to, any applications for real property tax exemption and remission (Form

DTE-24) that may be required with respect to the Taylor Glen Incentive District; and (iv) take all other actions as may be appropriate to implement this Resolution.

For the avoidance of doubt, Ohio Revised Code Section 5709.911 shall govern the priority status of the TIF Exemptions authorized pursuant to this Resolution. Pursuant to Ohio Revised Code Sections 5709.73(C) and 5709.911, the Township may, and intends to, apply for the TIF Exemptions authorized pursuant to this Resolution.

SECTION 8. Status Reports to ODOD. Pursuant to Ohio Revised Code Section 5709.73(I), the Board, the Township Administrator, and the Fiscal Officer, together with their designees, are authorized and directed to deliver a copy of this Resolution to the Director of the Ohio Department of Development (“ODOD”) within fifteen (15) days of its adoption. On or before March 31st of each year that a TIF Exemption authorized pursuant to this Resolution remains in effect, the Board, the Township Administrator, and the Fiscal Officer, together with their designees, are authorized to prepare and submit the status report required under Ohio Revised Code Section 5709.73(I) to the Director of ODOD.

SECTION 9. No Discrimination. In accordance with Ohio Revised Code Section 5709.832, this Board hereby determines that no entity doing business upon any Parcel comprising the Taylor Glen Incentive District shall deny any individual employment based on considerations of race, religion, sex, disability, color, national origin, or ancestry.

SECTION 10. Tax Incentive Review Council. The Township acknowledges that it has created, or has joined, an applicable Tax Incentive Review Council (the “TIRC”) with the membership of the TIRC constituted in accordance with Ohio Revised Code Section 5709.85. The TIRC shall, in accordance with Ohio Revised Code Section 5709.85, annually review all TIF Exemptions resulting from the declarations set forth in this Resolutions and any other such matters as may properly come before the TIRC, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 11. Open Meetings. This Board finds and determines that all formal actions of this Board and any of its committees 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 those formal actions were in meetings open to the public, all in compliance with the law including Ohio Revised Code Section 121.22.

SECTION 12. Effective Date. This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two (2) separate days and hereby authorizes the adoption of this Resolution upon its first reading. This Resolution shall take effect on and after the earliest period allowed by law.

[Remainder Intentionally Left Blank]

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

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

ADOPTED this 23rd day of December, 2025

BOARD OF TRUSTEES

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution Approved As to Form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

The undersigned, Fiscal Officer of the Township of Colerain, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution No. [_____] -25, duly passed by the Board of Trustees for the Township of Colerain, Ohio on the 23rd day of December, 2025.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

Description of Parcels

The Parcels include the real property described below and shown on the attached site map. The Parcels, as of the date of the Original TIF Resolution, consisted of all of Hamilton County Parcel Numbers 510-0113-0284-90, 510-0113-0285-90, and 510-0113-0281-90 consisting of 12.595 +/- acres, each as identified and described in **Exhibit A** to the Original TIF Resolution copied below:

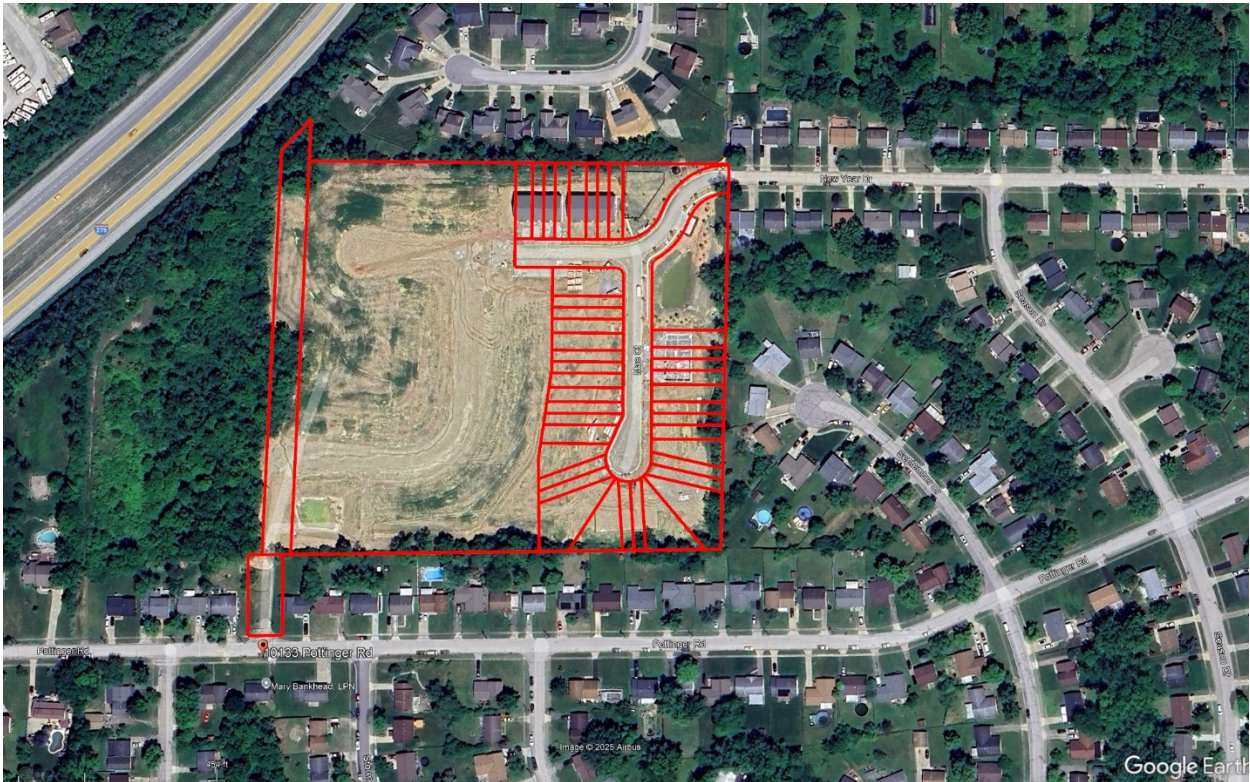
[Insert Original TIF Resolution Map]

The Parcels, as of the date of this Resolution, consist of the real property identified in **Exhibit A** to the Original TIF Resolution, as those parcels may have been and may further be, divided, combined, or renumbered by the Hamilton County Auditor from time to time. For the purposes of clarity, the Parcels include all of, and not more of or less of, the real property identified in **Exhibit A** to the Original TIF Resolution.

As an example only, the Parcels, as of the date of this Resolution, are expected to consist of all or part of Hamilton County Parcel Numbers identified below and identified by the map in red, as follows, subject to further division, combination, or renumbering from time to time:

51001130449
51001130450
51001130453
51001130460
51001130476
51001130445
51001130454
51001130467
51001130475
51001130479
51001130481
51001130482
51001130480
51001130441
51001130443
51001130446
51001130447
51001130452
51001130465
51001130472
51001130440
51001130455
51001130458
51001130459
51001130461
51001130462
51001130463
51001130474
51001130439
51001130464
51001130477
51001130437
51001130457
51001130466
51001130470
51001130478

51001130448
51001130451
51001130468
51001130469
51001130471
51001130473
51001130438
51001130442
51001130444
51001130456



Notwithstanding the example and map depicted above, the Parcels shall include that real property listed in **Exhibit A** to the Original TIF Resolution.

For ease of reference, the following maps of the Overlay and adjoining property are provided with the relevant portion of the Parcels contained within the Overlay outlined with respect to the Taylor Glen Incentive District, as follows:

Overlay for Taylor Glen Incentive District

[See Attached]

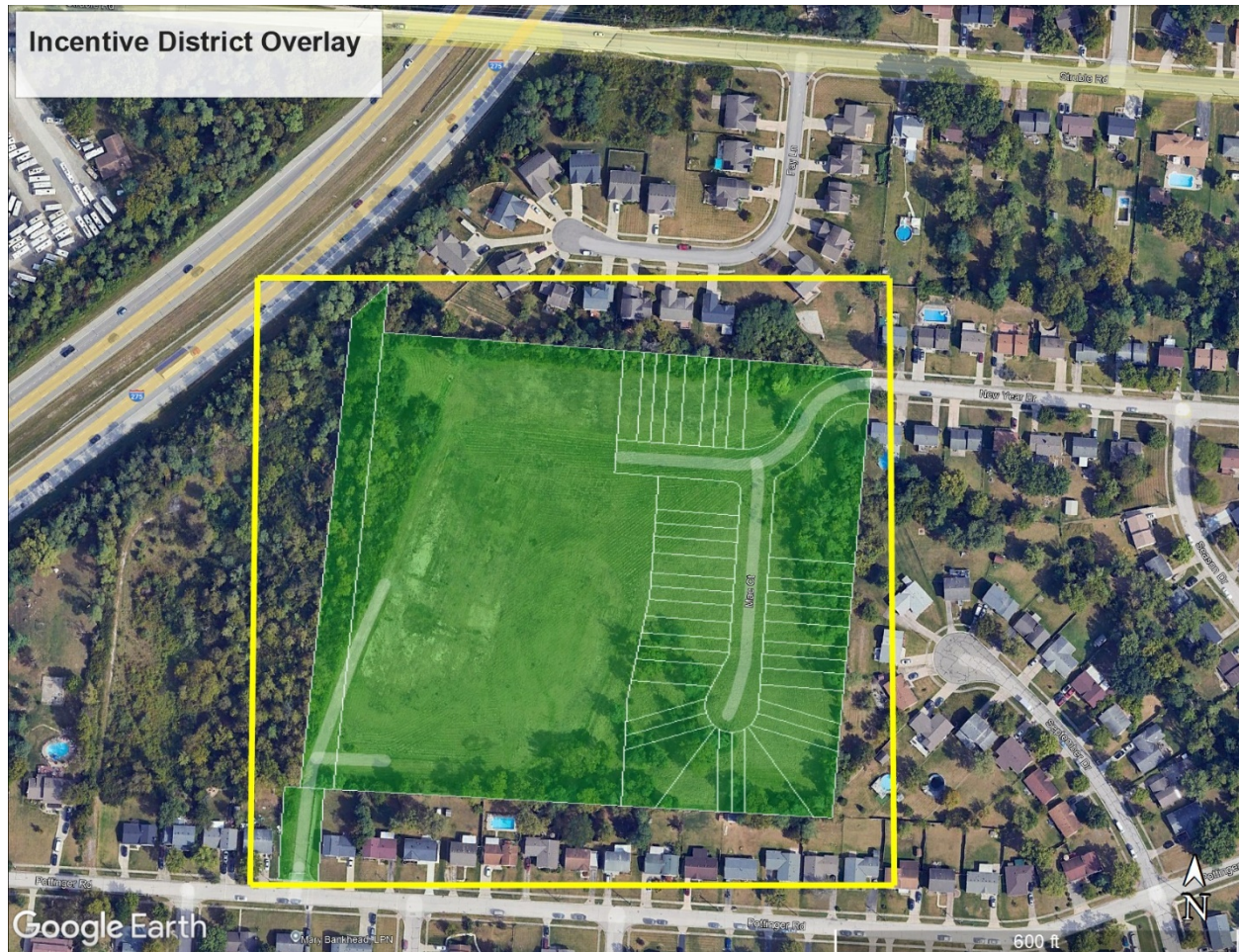


EXHIBIT B

Public Infrastructure Improvements

The Public Infrastructure Improvements consist generally of acquiring and constructing the Public Infrastructure Improvements described below, as selected in the sole discretion of the Township in accordance with the Resolution to which this **Exhibit B** is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law, including but not limited to, the following:

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing, or changing of, as well as the continued maintenance of, the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians, and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto; and
- Construction, reconstruction, or installation of, as well as the continued maintenance of, public utility improvements (including any underground publicly owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all other appurtenances thereto; and
- Construction, reconstruction, or installation of publicly owned gas, electric, and communication service facilities, and all other appurtenances thereto; and
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, and all other appurtenances thereto; and
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements; and
- Any on-going administrative expenses relating to the Public Infrastructure Improvements as well as maintaining the Service Payments in the Taylor Glen Incentive District TIF

Fund, including but not limited to, engineering, architectural, legal, and other consulting and professional services; and

- All inspection fees and other governmental fees related to the foregoing; and
- Any and all other costs of the Public Infrastructure Improvements, as determined by the Township in its sole discretion and in accordance with the Resolution to which this **Exhibit B** is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law.

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements. “Costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on any bonds or other obligations issued to finance the Public Infrastructure Improvements (including fees and administrative expenses of, and fund reserve funds necessary to pay or service any bonds or other obligations) (the “Debt Service”), all as determined by the Township in its sole discretion and in accordance with the Resolution to which this **Exhibit B** is attached, the TIF Statute, its related rules and laws, and other generally applicable Ohio law.

EXHIBIT C

School Compensation Agreement

[To Be Attached]