

Regular Meeting of the Board of Trustees - April 14, 2026

1. **Opening of Meeting**
2. **Pledge of Allegiance** 6PM
3. **Meditation (Moment of Silence)**
4. **Moment of Positivity** Brad Miller - His hard work and dedication over the past three years led to the Fire & EMS Department obtaining accreditation for the first time. While many members of the department aided in this endeavor, it was Brad's championing of the project that ultimately led to its successful completion.
5. **Approval of Minutes**
6. **Presentations**
 - a. Presentation by Chief Walls: Introducing and Swearing-in Newly Promoted Employee
 - b. Presentation by Chief Edwin Cordie Introducing and Swearing-In a Newly Hired Police Officers
 - c. Proclamation Recognizing National Public Works Week (May 17-23, 2026)
 - d. Presentation by Chief Edwin Cordie Recognizing Donations to Support Colerain Township National Night Out
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**
 - Public Safety**
 - a. Resolution Declaring Nuisance and Ordering Abatement
 - b. Resolution Declaring a Junk Motor Vehicle - 9510 Loralinda Dr.
 - c. Resolution for Demolition of the Property at 2978 Regal Lane
 - d. Motion to Issue Noise Resolution Permit to McDog's Lakeside Saloon
 - e. Motion to Issue Noise Resolution Permit to Quaker Steak and Lube
 - f. Motion to Authorize the Township Administrator to Execute a Purchase Agreement with Lexipol
 - Development**
 - a. Motion to set a Public Hearing for April 28, 2026 at 6:00 PM for Zoning

Commission Case CZC-25-18, Amendment to Colerain Township Zoning Resolution Sections 2.2.2(E) - Districts Established, and 6.4.3 - Planned District Review and Amendment

- b. Motion to set a Public Hearing for April 28, 2026 at 6:00 PM for Zoning Commission Case CZC-25-21, Zoning Resolution Text Amendment for Technical Corrections Q1 2026
- c. Motion to set a Public Hearing for April 28, 2026 at 6:00 PM for Zoning Commission Case CZC-26-1 & 2, Zoning Map Amendment to 10461 Pippin Rd, and its associated Preliminary and Final Development Plan for Redwood Living Phase 2

Public Services

- a. Resolution Authorizing Participation in the 2026 ODOT Salt Contract
- b. Motion Directing Township Administrator to Sign the 2027 Storm Water District Level of Service and Estimated Service Fee Form

Administration

- a. Discussion - Website Advertising and Park Naming Rights
- b. First Reading: Resolution Adopting Minor Updates to the Generative Artificial Intelligence Software Policy and Employment Process Policy
- c. Resolution to Modify Organizational Chart
- d. Motion Authorizing Township Administrator to Execute an Agreement with GroundsPRO for Lawncare Maintenance and Mowing at a cost of \$1,134 per cycle
- e. Motion Authorizing Township Administrator to Execute an Agreement with Rumpke for Residential Solid Waste and Recycling services.
- f. Resolution Authorizing the Adoption of Amended Appropriations
- g. Motion to Approve a Contract for a Redundant Firewall

11. Old Business

12. Consent Items

- a. Donation Acceptance — Department of Fire and EMS — Cincinnati Moose Lodge #2 — \$2,121.67 (Checks)
- b. Donation Acceptance - Police Department - The Matt Haverkamp Foundation - \$10,000
- c. Promotion - Police Sergeant - Police Department - Adam Wood - \$49.38
- d. Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS — Alexander Glueck - \$23.24 per hour
- e. New Hire - Police Cadet - Police Department - Jonathan M. Wohlfrom - \$27.50
- f. New Hire - Part-time Firefighter/Paramedic - Department of Fire and EMS -



TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

\$19.65 hour

- g. New Hire - Part-time Firefighter/EMT - Department of Fire and EMS - \$18.29 hour
- h. New Hire - Seasonal Fire Hydrant Maintenance Worker II - Department of Fire and EMS - \$17.74
- i. Contract - Hamilton County - Free Use of Gun Range
- j. Contract - Dynegy - Commercial Aggregation for Township Accounts
- k. Contract - Dynegy - Residential Aggregation - 10.299 cents/kWh

- 13. **Fiscal Office Report**
- 14. **Executive Session** – if needed
- 15. **Adjournment**

PRESENTATIONS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

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

Rationale:

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

- Benjamin Kaake

PRESENTATIONS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Presentation by Chief Edwin Cordie Introducing and Swearing-In a Newly Hired Police Officers

No action is requested of the Board.

Rationale:

Chief Edwin Cordie will swear-in the following Police Officers:

Police Officer Anthony J. Pope
Police Officer Jacob D. Hornback
Police Officer Hallie R. Woods

PRESENTATIONS

Department: Administration

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Proclamation Recognizing National Public Works Week (May 17-23, 2026)

Recommend ADOPTION of the Proclamation.

Rationale:

The attached proclamation is in recognition of Public Works week in America.

**PROCLAMATION FOR
NATIONAL PUBLIC WORKS WEEK
MAY 17-23, 2026**



- Whereas** public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Colerain Township; and,
- Whereas** these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,
- Whereas** it is in the public interest for the citizens, civic leaders, and children of Colerain Township to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,
- Whereas** the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association,

Therefore, be it resolved, that the Colerain Township Board of Trustees does hereby designate the week of May 17–23, 2026, as National Public Works Week. We urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

Cathy Ulrich
Trustee

Daniel Unger
Trustee

Matt Wahlert
Trustee

Jeffrey D. Baker
Fiscal Officer

Date: April 14, 2026

PRESENTATIONS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Presentation by Chief Edwin Cordie Recognizing Donations to Support Colerain Township National Night Out
No action is requested of the Board.

Rationale:

Colerain Township Police Department would like to recognize the following for their generous contributions and support of the department's National Night Out event. Each of the recipients has made a meaningful and positive impact on our community through their donations and continued support. Their partnership plays a vital role in the success of our community engagement efforts.

Rumpke Waste & Recycling
Joseph Toyota of Colerain
Jeff Wyler Kia of Colerain
N.Y.P.D. Pizza Colerain
TB Products
Meijer Colerain
Walmart - 8451 Colerain Ave.
COPFCU
Llanfair Body Shop
Blue Compass RV of Colerain
Blust Towing
Lamberts Towing
El Trompo
The Matt Haverkamp Foundation
Grippe's

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

2538 Berthbrook Dr	510-0044-0093-00
9691 Dunraven Dr	510-0041-0245-00
3271 Gayway Ct	510-0083-0452-00
2518 Grant Av	510-0031-0105-00
11408 Gravenhurst Dr	510-0021-0186-00
2908 Greenbrook Ln	510-0024-0225-00
2909 Greenbrook Ln	510-0024-0216-00
5270 Kemper Rd	510-0160-0231-00
3236 Lillwood Ln	510-0104-0042-00
9885 Loralinda Dr	510-0112-0151-00
10261 Pottinger Rd	510-0113-0190-00
3295 Rinda Ln	510-0081-0105-00
6408 Springdale Rd	510-0350-0280-00

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

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

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

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

<u>Address</u>	<u>Book-Page-Parcel No.</u>
2538 Berthbrook Dr	510-0044-0093-00
9691 Dunraven Dr	510-0041-0245-00
3271 Gayway Ct	510-0083-0452-00
2518 Grant Av	510-0031-0105-00
11408 Gravenhurst Dr	510-0021-0186-00
2908 Greenbrook Ln	510-0024-0225-00
2909 Greenbrook Ln	510-0024-0216-00
5270 Kemper Rd	510-0160-0231-00
3236 Lillwood Ln	510-0104-0042-00
9885 Loralinda Dr	510-0112-0151-00
10261 Pottinger Rd	510-0113-0190-00
3295 Rinda Ln	510-0081-0105-00
6408 Springdale Rd	510-0350-0280-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control, or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;
2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this ____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Resolution Declaring a Junk Motor Vehicle - 9510 Loralinda Dr.

Recommend ADOPTION of the Resolution.

Rationale:

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

9510 Loralinda Dr. Cincinnati, OH 45251

1. (NO TAG) 2017, White, Toyota, Sienna

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

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

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 9510 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0052-0252-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **9510 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0052-0252-00**

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

1. The Board declares the junk motor vehicle located at **9510 Loralinda Dr. Cincinnati, OH 45251– Parcel ID 510-0052-0252-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG) 2017, White, Toyota, Sienna

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

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

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

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

ADOPTED this _____ day of _____, 202_.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

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

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Administration

Department
Director:

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

Resolution for Demolition of the Property at 2978 Regal Lane

Rationale:

This is the initial Resolution for the demolition of the property at 2978 Regal Lane due to it being vacant, unsafe and insecure, and is negatively impacting the adjacent properties. This property was a fire burn out and there are dollars held in escrow from insurance that will be able to cover the cost of the board up and subsequent demolition.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 14th day of April, 2026 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, Mr. Matt Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____ - 26

RESOLUTION PROVIDING FOR THE REMOVAL OF STRUCTURE(S) DECLARED TO BE INSECURE, UNSAFE, OR STRUCTURALLY DEFECTIVE ON LAND OWNED BY JEFFREY J. GEISS AND LOCATED AT 2978 REGAL LANE, COLERAIN TOWNSHIP, OHIO, PURSUANT TO OHIO REVISED CODE SECTION 505.86

WHEREAS, Ohio Revised Code Section 505.86 authorizes the Board of Trustees to provide for the removal, repair or securance of buildings or other structures in the township that have been declared insecure, unsafe, or structurally defective by any fire department under contract with the Township or by the county building department or other authority responsible under Chapter 3781 of the Revised Code for the enforcement of building regulations or the performance of building inspections in the township, or of buildings or other structures that have been declared to be in a condition dangerous to life or health, or unfit for human habitation by the board of health of the general health district of which the township is a part; and

WHEREAS, the real property located at 2978 Regal Lane, Colerain Township, Ohio 45251 and further identified as Auditor's Tax ID Parcel No. 510-0060-0074-00 (the "Property"), is owned of record by Jeffrey J. Geiss, unmarried (the "Owner"); and

WHEREAS, the last known mailing address of the Owner is the address of the Property; and

WHEREAS, on or about July 29, 2025, a fire occurred on the Property causing significant damage to the house ("Structure") located on the Property; and

WHEREAS, the Colerain Township Department of Fire & EMS (the "Fire Department") conducted a Site Survey/Inspection of the Property on March 20, 2026 and rendered an Inspection Report (attached to this Resolution as Exhibit A) that detailed numerous unsafe conditions existing on the Property due to fire damage, including without limitation, the lack of security and open access to the premises; and

WHEREAS, the Fire Department is responsible for fire and rescue operations in Colerain Township, including the performance of inspections and enforcement of fire and safety regulations in Colerain Township; and

WHEREAS, based on the Inspection Report, the Fire Department's Fire Inspector has declared that this Property is insecure and presents a public safety concern for the surrounding neighborhood; and

WHEREAS, the Board of Trustees finds that it is in the best interest of the Township to provide for the removal, repair, or securance of the Property.

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

1. The Fiscal Officer, on behalf of the Board, shall give notice by certified mail, return receipt requested, to the holders of legal or equitable liens of record upon the Property (if any) and to the Owner (each, a "Party" and collectively, the "Parties"), of the Board's intention to provide for removal of the Structure on the Property, which has been deemed to be insecure and presents a public safety concern, through use of Township employees, materials or equipment, or by a contract or contracts for labor, materials, or equipment, as shall be determined by the Township Administrator. The notice shall include notice to the Parties that each Party in interest is entitled to a hearing on the matter of removal of the Structure if such Party shall request a hearing with the Board. Any such request for a hearing must be made in writing to the Fiscal Officer of the Township within twenty (20) days of the date of the mailing of the aforesaid notice. If the address of the Owner is unknown and cannot reasonably be obtained, the Fiscal Officer shall publish the aforesaid notice as provided in Ohio Revised Code Section 505.86(B). If a Party in interest timely requests a hearing, the Board shall set the date, time and place for the hearing and notify the requesting Party by certified mail, return receipt requested; and the date set for the hearing shall be within fifteen (15) days, but not earlier than seven (7) days, after the Party in interest has requested a hearing, unless otherwise agreed to by the Board and said Party in interest. The hearing shall be recorded by stenographic or electronic means.
2. The Board shall then make an order deciding the matter not later than thirty (30) days after the hearing, if a hearing is requested in writing and in a timely manner as aforesaid, or not later than thirty (30) days after mailing notice to the Parties in interest if no Party in interest requested a hearing. At any time, a Party in interest may consent to an order. If the Board issues an order directing the removal of the Structure which is not further appealed as provided in the Statute, then unless the Structure has been completely removed, or unless the Owner or a holder of a legal or equitable lien of record upon the Property shall have entered into an agreement with the Board to perform the removal of the Structures, the Township Administrator shall proceed to provide for the removal of the Structure in accordance with Section 1 of this Resolution, and the "total cost" of such removal, as defined in Ohio Revised Code Section 505.86(A), shall be collected by the Fiscal Officer in accordance with Ohio Revised Code Section 505.86(F)(1).
3. The preambles hereto are and shall for all purposes be construed to be integral and operative parts of this Resolution.

4. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of 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.
5. This Resolution shall become effective the earliest date permitted under Ohio law.

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

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

ADOPTED this ____ day of _____, 2026.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matt Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 2026.

Jeff Baker
Colerain Township Fiscal Office

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Motion to Issue Noise Resolution Permit to McDog's Lakeside Saloon
Recommend ADOPTION of the Motion.

Rationale:

This is the first request for a permit in 2026 for this business. This request for the permit is from May 1, 2026, through October 1, 2026, from 3pm to 11pm.



PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

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

Name of applicant: **McDog's Lakeside Saloon "Gregory M Teeters"**

Address where event will be held: **3611 Bevis Lane, Cincinnati, Ohio 45251**

Type of event: **Blanket Outside Music Permit**

Date and Time of Event: **May 1, 2026 through October 1, 2026 3:00 pm to 11:00 pm**

Contact number for permit holder: **513-562-7844**

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

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: Residential ____ Business ____

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

Trustee Cathy Ulrich

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Motion to Issue Noise Resolution Permit to Quaker Steak and Lube
Recommend ADOPTION of the Motion.

Rationale:

This is the first request for a permit in 2026 for this business. The request for the permit is from April 30, 2026, through October 8, 2026, on Thursdays from 5:30pm through 9:30pm for Bike Night.

PERMIT VALID DATE AND TIME
(to and from)

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

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

Name of applicant: Quaker Steak + Lube (Brittany mallaley)

Address where event will be held: 3737 Stonecreek Blvd

Type of event: Bike nite

Date and Time of Event: 4/30/26 - 10/8/26 (Thursdays 5:30-9:30)

Contact number for permit holder: 513-923-9461

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

For Office Use Only, Do not write below this line

Time and date received:

By:

Number of issued permits in calendar year: _____ Residential ____ Business ____

To be placed on Trustee agenda for meeting: / / / (date of meeting)

Permit approved by majority vote of Colerain Township Board of Trustees.

Trustee Cathy Ulrich

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____
Jeff Baker, Fiscal Office

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

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

Motion to Authorize the Township Administrator to Execute a Purchase Agreement with Lexipol
Recommend ADOPTION of the Motion.

Rationale:

As part of the Police Department's internal review and accreditation process through CALEA, staff has determined that a refresh of our policies and procedures was necessary. CALEA currently provides the department with third party oversight to ensure our policy is followed. The organization does not provide policy. While doing this review with CALEA, one organization was known to not only work in conjunction with CALEA but provide best-in-service policies for Law Enforcement.

Lexipol is a policy management and training platform designed for public safety agencies. It provides ready-made, legally vetted policies that are continuously updated to reflect changes in law and best practices.

This agreement with Lexipol will allow the department to issue the most up-to-date policies that are in line with best practices, are legally vetted and updated as case law happens (which reduces risk), and improve the departmental understanding of policy with daily training bulletins.

This agreement is for two years and the breakdown is as follows:

Year 1 (2026)

- May 1, 2026 through December 31, 2026: \$13,289.47
- One-time Implementation Fee: \$11,164.75

Year 2 (2027)

- January 1, 2027 through December 31, 2027: \$19,934.20

All of these costs have been budgeted for and are in the Police Department budgets for 2026 and 2027.



MASTER SERVICE AGREEMENT

Initial Term Start Date: 05/01/2026

Initial Term End Date: 12/31/2027

Account Executive Information

Rosemarie Curran
Senior Account Executive
rcurran@lexipol.com
(949) 272-5818

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

Edwin Cordie
Chief
ecordie@colerain.org
(513) 321-2677

Colerain Police Department
4200 Springdale Rd
Cincinnati, Ohio 45251

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Description of Services
- (d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Colerain Police Department

Lexipol, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 LE Manual Subscription (2026-05-01 to 2026-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
69	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$21,417.00	15%	\$2,141.70	\$0.00	\$12,136.30
69	Annual Law Enforcement Supplemental Manual(s)	\$2,035.00	15%	\$203.50	\$0.00	\$1,153.17
69	Law Enforcement Accreditation Workbench Essential	\$650.00	100%	\$433.33	\$0.00	\$0.00
1	PowerDMS Integration	\$0.00	0%	\$0.00	\$0.00	\$0.00
Discount:				\$2,778.53	Subtotal:	\$13,289.47

002 Focused Implementation - One Time Fee						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	Law Enforcement Focused Implementation	\$13,135.00	15%	\$1,970.25	\$0.00	\$11,164.75
Discount:				\$1,970.25	Subtotal:	\$11,164.75

003 LE Manual Subscription - Jan 27 through Dec 2027 (2027-01-01 to 2027-12-31)						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
69	Annual Law Enforcement Supplemental Manual(s)	\$2,035.00	15%	\$305.25	\$0.00	\$1,729.75
69	Annual Law Enforcement Policy Manual & Daily Training Bulletins	\$21,417.00	15%	\$3,212.55	\$0.00	\$18,204.45
69	Law Enforcement Accreditation Workbench Essential	\$650.00	100%	\$650.00	\$0.00	\$0.00
1	PowerDMS Integration	\$0.00	0%	\$0.00	\$0.00	\$0.00
Discount:				\$4,167.80	Subtotal:	\$19,934.20

Discount:	\$8,916.58
Subtotal:	\$44,388.42
Tax:	
Total Due:	\$44,388.42

Notes

Implementation Notes: No Extraction Quoted starting with Lexipol's content

Exhibit B

Description of Services

If Professional Services solutions are included in your purchase, the following additional terms apply:

Cancellation and Rescheduling of Meetings

Both the Customer and Vendor recognize that the nature of professional services engagements may necessitate changes to scheduled meetings due to unforeseen circumstances. In the event that either party needs to cancel or reschedule a planned meeting, the following terms shall apply:

1. **Notice of Change:** The party requesting the change must provide email notice to the other party as soon as reasonably possible. A minimum notice period of one (1) business day prior to the scheduled meeting time is required, except in cases of emergency.
2. **Rescheduling Efforts:** Upon receiving a notice of change, both parties agree to make a good faith effort to reschedule the meeting at a mutually convenient time. The party initiating the change shall propose at least two alternative dates and/or times within 5 business days of the original meeting date.
3. **Emergency Cancellations:** Recognizing that emergencies can arise, a shorter notice period may be acceptable at the discretion of the non-initiating party. In such cases, both parties agree to work collaboratively to reschedule the meeting as soon as possible.
4. **Repeated Cancellations:** If either party cancels or requests to reschedule meetings on more than three (3) occasions without adequate notice or justification, it may be considered a breach of the terms of this engagement, subject to review and discussion between the parties to address the impact on the project timelines and deliverables.
5. **Communication:** All notifications regarding meeting cancellations or rescheduling should be communicated through the designated points of contact for each party, using the agreed-upon methods of communication (e.g., email, project management software).

Time is of the essence:

The parties agree that time is of the essence in the performance of the obligations under this Statement of Work (SOW). Lexipol Professional Service shall adhere to the project schedule, milestones, and delivery dates specified herein, recognizing that timely completion is a critical component of the services being provided. Lexipol will recommend a project schedule that has been successful in allowing agencies to complete their policy work within the prescribed timelines. These can be adjusted to fit the needs of the agency/staff availability, but any request by the agency to extend time for performance beyond timeline end dates must be mutually agreed upon by both parties. If Lexipol Professional Services observes that the project is at risk of exceeding the planned duration, an escalation email and conversation will take place with the agency CEO to notify of the schedule concern and discuss a remediation plan to address.

Personnel Changes

Lexipol acknowledges the importance of consistency and continuity in the resources allocated to this project to ensure its successful completion. While we endeavor to maintain the same personnel on the project throughout its duration, we reserve the right to change assigned resources as necessary. Changes in personnel may occur due to unforeseen circumstances such as illness, resignation, or other reasons that may prevent the originally assigned resources from continuing the project. In the event of a change in personnel, Lexipol guarantees that any new resources assigned will possess equivalent qualifications, experience, and expertise necessary to meet or exceed the project's requirements. We are committed to ensuring a seamless transition, minimizing any potential impact on the project timeline and quality of deliverables. Lexipol will provide timely notice to the Customer of any changes in project personnel, along with details of the replacement resource's qualifications and the plan for transition to maintain project continuity.

If personnel changes happen on the Agency side of the project, Lexipol requests that the agency notify the Professional Services Specialist assigned to the project. The Specialist will then work with the agency contacts to determine if there will be a schedule delay while new resources are identified. Once the new resources are onboard, the Specialist will provide a project status overview, training on the KMS Platform, and review of how to view and make any revisions to policies already covered by the project. The project effort will not reset and begin from the beginning, however, to redo any policy decisions that were previously made. The project will resume at the point left off and cover the remaining policies and system functionality.

All services listed in this SOW are services provided in conjunction with other Lexipol subscription services and cannot be ordered as a standalone offering.

Policy Manual

Constitutionally sound, up-to-date policies are the foundation for consistent, safe public safety operations and are key to reducing risk and enhancing personnel and community safety. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications

- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Accreditation Workbench - Essential

Managing the agency accreditation process is a complex task that requires intimate knowledge of policy and extreme attention to detail. Lexipol's Accreditation Workbench - Essential provides your agency's Accreditation Manager access to content and tools that significantly reduce the time and effort required to successfully prepare for and execute an accreditation assessment.

- Current standards for supported accreditation programs are preloaded and viewable
- Lexipol policies are pre-tagged to many applicable standards and your Accreditation Manager can easily add or modify tagging to meet your specific program needs
- Ongoing update to the accreditation standards when issued by the accreditation program and any associated tagging changes

Exhibit C

Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol, LLC (“Lexipol”) and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet; Exhibit A (“Selected Services and Associated Fees”); Exhibit B (Description of Services); this Exhibit C (“Terms and Conditions of Service”); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to any contractual terms contained within Exhibit A to this Agreement. Custom Agreement Terms override and supersede the Terms contained in this Exhibit C.

1.5 “Initial Term” means the period beginning on the Initial Term Start Date and ending on the Initial Term End Date.

1.6 “Initial Term Start Date” is specified on the cover sheet and represents the first day of the Initial Term.

1.7 “Initial Term End Date” is specified on the cover sheet and represents the last day of the Initial Term.

1.8 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

1.10 “Sponsor Organization” means a governmental or quasi-governmental risk pool, joint powers authority, intergovernmental risk-sharing organization, or similar entity that provides risk management, insurance, claims administration, training, accreditation, policy, loss-control, financial sponsorship or related services to Agency.

2. Term; Renewals; Termination. This Agreement becomes enforceable upon signature by Agency’s authorized representative(s), and effective as of the Initial Term Start Date. Unless Agency provides written notice of non-renewal to Lexipol as set forth below or as modified in Exhibit A, following the Initial Term, this Agreement will automatically renew in successive one-year periods (each, a “Renewal Term”). The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

2.1 Non-Renewal. To avoid renewal of this Agreement or a specific Service, Agency must issue written notice to Lexipol at least sixty (60) days before the end of the then-current Term by emailing customersupport@lexipol.com. If a non-renewal notice is not timely received as required herein, Agency will be obligated to pay all Service fees for the applicable Renewal Term in accordance with this Agreement, regardless of whether Agency later provides notice of non-renewal or notice of termination.

2.2 Renewal Service Updates. At renewal, Agency may add and/or remove one or more Services (a “Service Update”) Any Service Update will be documented in an updated Exhibit A (Selected Services and Associated Fees) or other written confirmation issued by Lexipol and accepted by Agency, and the fees for the applicable Renewal Term will be adjusted accordingly. If Agency does not timely provide notice of a Service Update, the Services and fees in effect for the then-current Term will carry forward into the next Renewal Term. For clarity, a Service Update is not a termination of this Agreement.

2.3 Termination. Either Party may terminate this Agreement if (a) the other party materially breaches this Agreement and does not cure the breach within thirty (30) calendar days after receiving written notice, or (b) the other party makes an assignment for the benefit of creditors or becomes the subject of any bankruptcy, insolvency, or reorganization proceeding. For the avoidance of doubt, non-payment of fees owed under this Agreement constitutes a material breach hereof.

2.4 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Lexipol may allow for limited ongoing access to the Services or suspend Agency's access if payments for Service fees remain outstanding. Termination or expiration of this Agreement shall not relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations. For clarity, fees for any Renewal Term that begins due to Agency's failure to deliver timely notice of non-renewal are deemed fully earned and payable for that Renewal Term, subject only to any express refund or proration rights stated in this Agreement.

3. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

4. Terms of Service. The following provisions govern access to and use of specific Lexipol's Services:

4.1 Online Services. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

4.2 Professional Services. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

4.3 Account Security. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords. Any violation of this Section may be considered a material breach resulting in suspension of Service or termination of this Agreement by Lexipol.

4.4 Agency Data. Lexipol's use of Agency Data is limited to providing and improving the Services and Lexipol's offerings, retaining records in the regular course of business, and complying with applicable legal obligations. Without limiting the foregoing, Agency acknowledges and agrees that Lexipol may (a) share Agency Data among and between the Services (including across different Lexipol products, modules, and offerings) to enable provisioning, administration, support, analytics, reporting, interoperability, and product improvements; and (b) disclose Agency Data to Agency's Sponsor Organization(s) (if applicable) and their administrators, brokers, consultants, and service providers, solely to support Agency's participation in risk management, training, accreditation, policy, loss-control, claims, or related programs, and for reporting and benchmarking purposes, in each case to the extent permitted by applicable law. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. Lexipol will implement and maintain an information security program reasonably designed to protect Agency Data and consistent with prevailing industry standards for similarly situated service providers. Lexipol will notify Agency without undue delay, and in any event within three (3) days, after Lexipol confirms any unauthorized access to or acquisition of Agency Data in Lexipol's possession or control. For information related to Lexipol's information security programs, Agency may contact Lexipol's compliance team.

4.5 Intellectual Property. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into

Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

4.6 Restrictions on Use of Third-Party Platforms (including AI). Agency will not upload, input, transmit, or otherwise provide any Lexipol Content (including any Agency policy manuals, drafts, DTBs, templates, or other materials that incorporate or are derived from Lexipol Content) to any third-party website, application, platform, or service (including any generative AI or machine learning model, tool, or service), except (a) as expressly permitted herein or separately in writing by Lexipol, or (b) to the extent required to publish Agency's final adopted policies for Agency's internal governmental use or public posting in the ordinary course, provided that such posting does not disclose Lexipol Confidential Information or trade secrets beyond what is embodied in Agency's final adopted policies. Without limiting the foregoing, Agency will not use any third-party platform in a manner that (i) trains, fine-tunes, or improves a third party's models on Lexipol Content, (ii) makes Lexipol Content available to other customers or users of that third party platform, or (iii) enables extraction of Lexipol Content except as part of Agency's final adopted policies. For clarity, this Section does not prohibit Agency from using generally available document storage, email, or collaboration platforms solely for internal operations, provided Agency does not authorize those platforms to train or improve models on Lexipol Content and restricts access to authorized users.

5. Confidentiality. Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

6. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY WILL MATERIALLY CONFORM TO THE APPLICABLE DESCRIPTION OF SERVICES IN EXHIBIT B DURING THE TERM. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

7. Indemnification. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all third-party claims, demands, suits, or proceedings and associated losses, liabilities, damages, judgments, settlements, penalties, fines, and reasonable attorneys' fees arising directly and solely out of Lexipol's acts or omissions in providing the Services. Agency must (a) promptly notify Lexipol in writing of any indemnified claim, (b) allow Lexipol to control the defense and settlement of the claim, and (c) reasonably cooperate with Lexipol. Lexipol will not settle any claim in a manner that imposes any admission of fault or ongoing obligation on Agency without Agency's prior written consent (not to be unreasonably withheld or delayed).

8. Limitation of Liability. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits. Nothing in this Section limits a Party's obligation to pay amounts properly due and owing under this Agreement.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

DEVELOPMENT

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

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

Motion to set a Public Hearing for April 28, 2026 at 6:00 PM for Zoning Commission Case CZC-25-18, Amendment to Colerain Township Zoning Resolution Sections 2.2.2(E) - Districts Established, and 6.4.3 - Planned District Review and Amendment

Recommend ADOPTION of the Motion.

Rationale:

A public hearing is required prior to consideration of the text amendment.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Motion to set a Public Hearing for April 28, 2026 at 6:00 PM for Zoning Commission Case CZC-25-21, Zoning Resolution Text Amendment for Technical Corrections Q1 2026

Recommend ADOPTION of the Motion.

Rationale:

A public hearing is required prior to consideration of the text amendment.

DEVELOPMENT

Department: Development

Department Director: David Miller, Director of Development

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

Motion to set a Public Hearing for April 28, 2026 at 6:00 PM for Zoning Commission Case CZC-26-1 & 2, Zoning Map Amendment to 10461 Pippin Rd, and its associated Preliminary and Final Development Plan for Redwood Living Phase 2

Recommend ADOPTION of the Motion.

Rationale:

A public hearing is required prior to consideration of the map amendment.

PUBLIC SERVICES

Department: Administration
Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability, Strategic Goal #5: Continuously Improve the Operations of the Township

Resolution Authorizing Participation in the 2026 ODOT Salt Contract

Recommend ADOPTION of the Resolution.

Rationale:

Every year, the Township enters into a joint bid, conducted by the State of Ohio, to secure better pricing on the required purchase of salt for the following year. This resolution allows for our participation in the program.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of April, 2026, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 26

**RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT
CONTRACTS AWARDED IN 2026**

WHEREAS, the Colerain Township Board of Trustees (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and
- The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
- The agreement to participate in ODOT Cooperative Purchasing Program is due to the State of Ohio by May of each year to guarantee salt in time for the 2026-2027 winter season.

- The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

1. That this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
4. That this Resolution shall be effective at the earliest date allowed by law.

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

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

ADOPTED this _____ day of April 2026.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of April 2026.

Jeff Baker,
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Directing Township Administrator to Sign the 2027 Storm Water District Level of Service and Estimated Service Fee Form

Staff seeks guidance on whether or not to sign the 2027 Storm Water District Level of Service and Estimated Service Fee Form

Rationale:

Each year the Hamilton County Storm Water District provides the township with Minimum Control Measures to keep us in compliance with state and federal laws related to storm water. Each household in Colerain Township pays \$15.14 per year to the Hamilton County Storm Water District for this service. It is estimated that Township Residents as a whole will pay \$516,153 for these services in 2027. Townships are not permitted by law to establish their own Storm Water District as nearly every other city in the county has done. In the past, the Trustees have opted to not sign the letter. While it does not appear to matter whether or not the Level of Service Form is signed, not signing it would raise awareness of the issues associated with the District and the need to reevaluate the services the District provides.



Hamilton County Storm Water District

Administered by the Hamilton County Engineer's Office – Eric Beck, County Engineer
in partnership with the Hamilton County Soil and Water Conservation District
the Hamilton County Department of Planning & Development,
and the Hamilton County Public Health Department

Website: <http://www.hcswd.org>

Storm Water District Level of Service (LOS) and Estimated Service Fees for 2027 Please respond by Monday, May 4, 2026.

District Services: The Hamilton County Storm Water District (District) is offering the same levels of service in the 2027 program year as were offered to Co-Permittee Jurisdictions in 2026. The table below presents a summary of the federal and state required Minimum Control Measure (MCM) permit compliance services the District performs on behalf of your Township. These activities are reported to Ohio EPA.

Fees: Estimated service fees per SFU remain unchanged from the 2026 program year. The total annual service fee amount may change for your township from last year if there has been an increase/decrease in SFUs – typically associated with development or redevelopment activities.

Acknowledge receipt of this notification and its contents by obtaining the signature of an authorized representative of your community.

Jurisdiction Name: Colerain Township Estimated SFU's: 34,092	Estimated Service Fee (\$/SFU)	Estimated Total Annual Service Fee (\$)
Hamilton County Storm Water District Permit Compliance Services		
District-wide Permit Activities - Public Education and Outreach (MCM 1) - Public Involvement and Participation (MCM 2) - Good Housekeeping and Pollution Prevention (MCM 6)	\$3.68	\$125,459
Local Illicit Discharge Detection and Elimination (IDDE) Services (MCM 3)	\$2.37	\$80,798
Local Development Plan Review, Approval, and Inspection Services - Construction Site Runoff Control (MCM 4) - Post-Construction Storm Water Management (MCM 5)	\$1.16	\$39,547
Local Input to Districtwide System GIS Map Development, Updates, and Maintenance Storm Sewer and Home Sewage Treatment System Mapping (MCM3)	\$0.92	\$31,365
Estimated Total for Storm Water Phase II Permit Services	\$8.13	\$277,168
Estimated Total for Existing Hamilton County Planning and Development Services	\$7.01	\$238,985
Estimated Total for 2027 Services	\$15.14	\$516,153

BILLING PREFERENCE: Service fees for this work will be collected through the property owner tax bills in your community *unless you direct otherwise*.

Please sign and e-mail the completed form to the District's support staff at dotyje@cdmsmith.com.

Print Name

Signature

Date

A District representative will contact you to verify receipt of this form and to confirm 2027 elections.

If you have any questions or concerns while completing this form, please contact Todd Long, Program Director, by phone at (513) 946-4254 or email at Todd.Long@hamilton-co.org.

ADMINISTRATION

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Discussion - Website Advertising and Park Naming Rights

Staff seeks direction on this issue.

Rationale:

As part of the 2026 Strategic Plan, an initiative was to explore the potential for selling advertising on the Township's website and for selling naming rights to our parks or assets in our parks. Staff has conducted some initial exploration of these concepts, as detailed below:

Website Advertising: Overall, there is a first amendment risk when allowing for website advertising. From speaking with other agencies that advertise on their website, there is significant staff time that is required to be dedicated to the program. Capacity would not exist under existing staffing to make this program a reality.

Park Naming Rights: There are examples of public spaces in the community where individuals or corporations are able to purchase space on baseball fields or other areas to sponsor and highlight their organization. This could generate revenue for the township that can be specifically dedicated to our parks. Draw backs to this approach include the loss of local identity. Our parks were named for a reason and changing that name may be confusing for way finding and may upset a previous legacy. If there is a desire to allow for the sale of naming rights, the Board should include in its parameters which parks are eligible for renaming. Ultimately, if this is a passive approach, then this should be feasible once parameters are established.

Ultimately, staff is seeking feedback from the trustees on these two items and guidance on next steps.

ADMINISTRATION

Department: Administration
Department Director: Tiphany Mays, Assistant Administrator

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

First Reading: Resolution Adopting Minor Updates to the Generative Artificial Intelligence Software Policy and Employment Process Policy

Staff seeks direction on this issue.

Rationale:

The minimal updates to these two policies include the following:

- Policy 1.4 - Employment Process Policy: Adding a requirement for current employees who are internal candidates for another position within the organization to utilize a portion of time-off for an internal interview. This allows for the differentiation between when the employee is conducting work vs. an interview which is not part of the employee's essential job duties.
- Policy 3.12 - Generative Artificial Intelligence Software Policy: Adding language about prohibiting the link between Microsoft office applications to any AI platform in order to maintain the security of our systems.

3.12 COLERAIN TOWNSHIP

GENERATIVE ARTIFICIAL INTELLIGENCE SOFTWARE POLICY

PURPOSE

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

POLICY

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

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

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

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

9. Prohibition on Third-Party AI Integrations with Microsoft Platforms: Employees are strictly prohibited from connecting, integrating, or authorizing any third-party Generative Artificial Intelligence tools or services with Colerain Township Microsoft platforms, including but not limited to Microsoft 365, Outlook, Teams, SharePoint, OneDrive, or any other Township-managed Microsoft environment, without prior written approval from the Township's Information Technology Director. This includes the use of browser extensions, plug-ins, add-ins, APIs, or any external applications that request access to Township Microsoft accounts or data. Unauthorized integrations may expose Township data to security, privacy, and compliance risks and are strictly forbidden.

CONCLUSION

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

3.8 COLERAIN TOWNSHIP TRAFFIC CALMING DEVICE POLICY

PURPOSE

Colerain Township ~~understands~~ recognizes that ~~various neighborhoods and~~ residents may ~~desire~~ seek traffic calming/control devices ~~to be located in their~~ enhance neighborhood ~~for the safety and well-being of the neighborhood~~. This policy ~~outlines the general guidelines~~ establishes a process for submitting a request ~~and how Colerain~~ such requests and outlines the criteria that the Township will use when evaluate the request evaluating whether or not a device is feasible.

In general, Colerain Township ~~does not install speed humps/bumps on a Township Road. This comports with the professional opinion of the~~ Consistent with the professional guidance of the County Engineer, ~~the Township does not install speed humps/bumps on Township roads. The basis for this is that Township roads operate as the primary passageway through a residential subdivision that primarily serves the abutting property owners and the individual neighborhoods. Therefore, the traffic volumes along these streets should not be substantive enough to warrant this type of device. The installation of speed humps/bumps along a facility with a journalized speed limit of 25 mph is generally not recommended, because the speed is not significantly reduced due to the fact that speed hump/bump are designed for speeds between 15 mph and 25 mph. Residential Township streets generally do not exhibit the traffic volumes or speed conditions that justify their use. The journalized~~ Additionally speed limits for a township road is set in accordance with the policies of the are established through Ohio Department of Transportation (ODOT) defined procedures and ~~the speed study is reviewed and approved by ODOT prior to the posting of the~~ speed bumps/humps are not recommended for roadways with journalized speed limits of 25 mph.

FORMAL REQUEST

Residents ~~who desire the installation of~~ wishing to request traffic control devices, ~~such as including~~ chicanes, may ~~request the Township to initiate a feasibility study~~ do so by submitting a written request to the Township Administrator. The request should identify:

- The street where the traffic calming services are being proposed.
- A list of all property owners that would be affected by the proposal.
- Signed petition with at least a 60% in agreement for the installation of traffic calming devices from the above listed property owners.
- The specific traffic issue or safety concern.
- Contact information for follow-up or clarification.

~~include the street name, a description of the need for a traffic control device, and contact information for follow-up or clarification.~~ Requests filed via email shall be considered written requests.

INTERNAL REVIEW

Upon receipt ~~of a written~~ request, the Township Administrator will work with the Public Services Department and Police Department to determine ~~if a study is necessary and the general area for study~~ whether a feasibility study is needed and define the study area, which will include all properties from the submitted list that will be reasonably affected. ~~The study area shall include all properties that would reasonably be affected by the installation of the traffic calming device.~~

~~In most circumstances, it is likely that t~~The Police Department ~~will place a~~ may deploy traffic monitoring device in the area to record the speed of motorists that use the street equipment to collect speed and volume data. The Police Department and Public Services Department may conduct additional assessments as needed. ~~will determine if any additional monitoring is necessary for the study and internal review. This initial~~The feasibility study and review will document them may include:

- ~~t~~ Traffic counts
- ~~speed study data~~ ies, and could include analysis on
- ~~a~~ Accident history s that occurred in the past for the previous five (5) years.

Typically, a traffic calming device will not be considered for installation unless 85% of all traffic exceeds the posted speed limit by ten (10) miles per hour.

At the conclusion of the internal review, the Township will provide the ~~individual requesting the traffic control device a copy of the feasibility study~~ with a copy of the study findings for the designated area.

INSTALLATION

In order to install a traffic control device, the street shall be:

1. Classified as a street maintained by Colerain Township as the Township will not install devices on a Federal, State, County, or Privately maintained roadway.
2. Residential in nature with a posted speed limit of twenty-five (25) mph or less.
3. Determined to have a minimum average daily traffic (ADT) of 500 vehicles per day and a maximum ADT of 2,500 vehicles per day.
4. Determined to have a vertical profile (grade) of less than ten percent (10%).
- 4.5. An approval of at least 60% of the property owners on that street in favor of the installation.

It is worth noting that local streets with ADT exceeding 2,500 vehicles per day will not be considered for these devices. These devices will not be permitted for arterial and collector streets as identified by the Public Services Department.

Prior to any installation, the Township will solicit input from emergency services, utilities (private and public), and other key agencies. The Township Administrator may determine that the installation of traffic calming devices on the street is not feasible due to the disruption of emergency response equipment and other essential services. To emphasize an earlier point, the Township will not install a speed hump/bump under any circumstance.

Residents will be notified of the new traffic patterns and the installation of the new traffic control devices. This notification may take place via online platforms, such as the Township newsletter,

Township website, or Township social media pages. The Township will utilize its best efforts to notify residents through other means.

REMOVAL

Existing speed humps may be removed if a petition with signatures from 60% of the affected properties is obtained, or where traffic circulation and safety concerns justify their removal as determined by the Township Administrator.

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

Resolution to Modify Organizational Chart

Recommend ADOPTION of the Resolution.

Rationale:

This Resolution will allow for the Police Department to make organizational changes in preparation for the retirement of the department's Administrative Assistant. This will also allow the department to provide additional organizational oversight into its daily functions by adding a Lieutenant to the Command Staff. As the department grows, so do the tasks that are asked of the department. With the additional staff with the passing of the levy, and increased school contracts, the size of the department has grown to almost 90 employees.

The Administrative Lieutenant position will take over the department's payroll, budgeting, daily operations, and professional standard oversight.

Organization Chart

Updated 04.12.26



Cathy Ulrich
Township Trustee



Daniel Unger
Township Trustee



Matt Walhert
Township Trustee

Jeff Baker
Fiscal Officer



Jeff Weckbach
Township Administrator



Administration



Public Services



Police Department



Fire Department

Tiphanie Mays

Assistant Administrator

Jeff McElravy

Assistant Administrator

Allen Walls

Fire Chief

Tawanna Molter

Assistant Public Services Director

Cynthia Miller

Finance Manager

David Miller

Development Director

Ed Cordie

Chief of Police

- + Office Manager
- + Human Resources Manager
- + Receptionist (2) **PT**

- + Communication Specialist

- + I.T. Director
- + Accounting Specialist (2)
- + Admin Clerk

- + Senior Planner
- + Planner (2)

- ◆ Public Safety Admin Assistant

■ Assistant Fire Chief

- Captain - EMS Operations
 - Medical Director
 - EMS Coordinator
 - Community Paramedic
- Captain - Community Risk Reduction
 - Fire Inspector
 - Fire Inspector **PT**
 - Reservist - Public Educator **PT**
- Captain - Training & Education
- Vehicle Fleet Manager
 - Fleet Mechanic I Tech
 - Fleet Mechanic II Tech
 - Mechanic Tech **PT**
 - CO-OP Mechanic
- Fire Hydrant Inspector (3) **SEASONAL**

■ Assistant Fire Chief

- Battalion Chief: Shift 1
 - Captain (2)
 - Lieutenant (4)
 - EMT / Paramedic Firefighter (20)
 - EMT / Paramedic Firefighter (7) **PT**
- Battalion Chief: Shift 2
 - Captain (2)
 - Lieutenant (4)
 - EMT / Paramedic Firefighter (20)
 - EMT / Paramedic Firefighter (7) **PT**
- Battalion Chief: Shift 3
 - Captain (2)
 - Lieutenant (4)
 - EMT / Paramedic Firefighter (20)
 - EMT / Paramedic Firefighter (7) **PT**
- EMT - Paramedic Firefighter (15) **PRN**

○ Superintendent

- Roads Foreman
 - Maintenance (8)
 - Litter Pickup (3)
- Parks Foreman
 - Maintenance (5)
 - Seasonal Parks (7)
 - Event Setup (2) **PT**
 - Bus Driver **PT**
- Facility Manager
 - Facility Maintenance **CO-OP**
- Special Event Coordinator
- Public Services Aide **PT**

◆ Administrative Lieutenant

- ◆ Civilian Supervisor
- ◆ Accreditation Manager
- ◆ Clerk (8)
- ◆ Clerk (2) **PT**
- ◆ Admin Sergeant
- ◆ OIC

◆ Investigative Services Lieutenant

- ◆ Investigative Sergeant
 - ◆ OIC
 - ◆ Detective (6)
- ◆ Impact Team Sergeant
 - ◆ OIC
 - ◆ Police Officer (4)
- ◆ Traffic Safety Officer (2)

◆ Patrol Lieutenant

- ◆ Patrol Sergeant
 - ◆ OIC
 - ◆ Police Officer (7)
- ◆ Patrol Sergeant
 - ◆ OIC
 - ◆ Police Officer (7)
- ◆ Patrol Sergeant
 - ◆ OIC
 - ◆ Police Officer (6)

◆ Support Services Lieutenant

- ◆ NWLSD Sergeant
 - ◆ OIC
 - ◆ SRO (8)
 - ◆ School Safety Officer (5)
- ◆ Environmental Crimes Sergeant
 - ◆ Environmental Crimes Investigator (2)
 - ◆ Code Enforcement Specialist (2)
 - ◆ Code Enforcement Specialist **PT** (2)

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of April, 2026, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION MODIFYING ORGANIZATIONAL CHART AND JOB DESCRIPTIONS

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

WHEREAS, Colerain Township policy 1.3, Colerain Township Employment Process Policy, requires that the organizational chart and roster be formally adopted by the Board of Trustees; and;

WHEREAS, Colerain Township has determined that it is in the best interest of the operation of the organization to make the following changes to the organizational chart: addition of lieutenant to organizational chart for police department; and

WHEREAS, the Township Administrator shall bring forward all new hires to the Board of Trustees as an agenda item, after a formal job offer is made; and;

WHEREAS, any subsequent changes to the organizational chart, roster, or job descriptions shall be brought to the Board of Trustees for formal approval, prior to implementation.

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

1. The Township Organizational Chart be formally adopted by the Board of Trustees; and
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

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

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

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

ADOPTED this ____ day of April, 2026.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeffrey Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of April, 2026.

Jeffrey Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

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

Motion Authorizing Township Administrator to Execute an Agreement with GroundsPRO for Lawncare Maintenance and Mowing at a cost of \$1,134 per cycle

Recommend ADOPTION of the Motion.

Rationale:

The Township accepted Requests for Proposals from March 11 through April 6, 2026 and received four (4) responses. Based on the review of the accepted proposals, staff is recommending GroundsPRO for the execution of the Township's lawncare maintenance and mowing of vacant properties at a rate of \$1,134 per cycle. The attached Bid Tabulation identifies a lowest bidder, however, the application was incomplete due to four (4) missing sections, therefore, not accepted.

Professional Lawncare/Mowing Services - April 6, 2026 at 1pm

BID TABULATION

The Township is seeking proposals for maintenance of Township owned properties. Expected maintenance includes cutting grass, trimming, blowing and edging sidewalks, where necessary, approximately every ten to fourteen days, while keeping in-line with the zoning code for tall grass, during the growing season for the following properties. Price listed is PER CUT cycle.

Property	Acres	Bid 1	Bid 2	Bid 3	Bid 4	Bid 5	Bid 6
		Mason's*	Matt Johnson	Grounds Pro	Element		
1. 9965 Generation Drive - Fire Station 102	1.47 acre	\$ 125.00	\$ 200.00	\$ 138.00	\$ 180.00	\$ -	\$ -
2. 9505 Colerain Avenue - Sears/Northgate Mall Property	4.83 acre	\$ 400.00	\$ 800.00	\$ 528.00	\$ 750.00	\$ -	\$ -
3. 9508-9548 Amarillo Court	0.89 acre	\$ 90.00	\$ 75.00	\$ 83.00	\$ 80.00	\$ -	\$ -
4. 8725 Planet Drive	0.20 acre	\$ 55.00	\$ 20.00	\$ 55.00	\$ 65.00	\$ -	\$ -
5. 8000-8100 Blanchetta Drive - Excluding 8014 and 8090 Blanchetta Drive	1.28 acre	\$ 125.00	\$ 110.00	\$ 106.00	\$ 120.00	\$ -	\$ -
6. 2901-2917 Royal Glen Drive	0.55 acre	\$ 75.00	\$ 50.00	\$ 59.00	\$ 65.00	\$ -	\$ -
7. 2812 Sheldon Ave	0.25 acre	\$ 55.00	\$ 25.00	\$ 55.00	\$ 65.00	\$ -	\$ -
8. 2860 Byrneside	0.30 acre	\$ 55.00	\$ 30.00	\$ 55.00	\$ 65.00	\$ -	\$ -
9. 6768 Acre Drive	0.16 acre	\$ 45.00	\$ 15.00	\$ 55.00	\$ 65.00	\$ -	\$ -
TOTAL PRICE FOR ONE CUT CYCLE		\$ 1,025.00	\$ 1,325.00	\$ 1,134.00	\$ 1,455.00	\$ -	\$ -

*Incomplete Bid Package: Did not submit sections 1, 2, 3 or 4 of the Bid Format requirements.

ADMINISTRATION

Department: Administration
Department Director: Tiphany Mays, Assistant Administrator

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

Motion Authorizing Township Administrator to Execute an Agreement with Rumpke for Residential Solid Waste and Recycling services.

Recommend ADOPTION of the Motion.

Rationale:

The Township accepted Requests for Proposals from March 11 through April 6, 2026 and received one (1) response. Based on the review of the accepted proposals, staff is recommending Rumpke for the execution of the Township's solid waste and recycling program.



REQUEST FOR PROPOSALS (RFP)

**PROFESSIONAL COLLECTION, DISPOSAL
AND PROCESSING OF RESIDENTIAL
SOLID WASTE & RECYCLING**

for

Colerain Township

Release Date: 3/11/2026
Response Deadline: 4/6/2026

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL COLLECTION, DISPOSAL AND
PROCESSING OF RESIDENTIAL SOLID WASTE & RECYCLING**

NOTICE TO RESPONDENTS

Colerain Township is soliciting requests for proposals for professional collection, disposal and processing of residential solid waste & recycling. All clarifying questions for this request should be directed to Tiphonie Mays, Assistant Township Administrator, via email at tmays@colerain.org.

In order to properly submit a response, all responses should be sent as an electronic PDF, sent via email at tmays@colerain.org OR in a sealed envelope to 4200 Springdale Road, Cincinnati, OH 45251. These should be submitted to the attention of Tiphonie Mays, Assistant Township Administrator, no later than 11:59 a.m., Monday, April 6, 2026. The bid opening will occur on Monday, April 6, 2026 at 12:00 p.m.

Respondents should be aware that any records they submit to the Township, or that are used by the Township may be public records. The Township will promptly disclose public records upon request unless a statute exempts them from disclosure. Respondents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed.

GENERAL INFORMATION

Colerain Township is a community of nearly 60,000 residents located over 43 square miles. The Township has one major regional retail corridor (Colerain Ave.), with several other retail centers dispersed throughout other areas of the Township. The largest employer in Colerain Township is Rumpke. Colerain Township is governed by three independently elected Trustees and one elected Fiscal Officer. The Township owns several vacant lots that are in need of general lawn maintenance and clean up (when necessary).

PROJECT SCOPE

The Township is requesting proposals from responsible parties for the provision of Solid Waste collection and disposal, collection of Recyclables for delivery to permitted and/or approved recycling facilities from all single-family and multi-family dwellings of four or less units located in Colerain Township and Springfield Township, as more clearly specified in the Contract Documents.

The successful Bidder shall be responsible for implementing the specifications and requirements of the Contract Documents including the invitation to bidders, the bidding documents, including all responses, supporting and supplemental information submitted by the Bidder, the instructions to the bidders, the contract provisions, the contract agreement, and all addendums.

Performance of Services and Requirements

All services are to be performed in a professional manner. Contractor is to provide all supervision, materials, labor, equipment, service, operation and expertise required to perform residential Solid Waste and Recycle collection and disposal. Contractor is a reflection of the Township and must be professional in conduct, attire and work performed.

Only employees of the Contractor shall perform all work under this contract. No work may be subcontracted without the written permission of the Township. The Contractor shall comply with all

federal, state and local requirements for unemployment compensation, worker's compensation and minimum wage requirements.

No contract will be awarded to any person, firm or corporation that is in default to the Township upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the Township, or who is a defaulter as to surety or otherwise upon any obligation to the Township.

The Township reserves the right to award a contract to Contractor other than the lowest bidder when it is in the best interest of the Township to do so.

All waste materials shall be removed from the property and transported by the authorized hauler to an approved landfill, recycling facility, or other permitted disposal or processing location as required by applicable laws and regulations.

For the purposes of this section, solid waste and refuse shall include, but not be limited to: household garbage; food waste; paper products; cartons; boxes; plastic containers; metal cans; glass containers; packaging materials; discarded household goods; furniture; small appliances; and other non-hazardous residential waste materials.

Recyclable materials shall include materials designated by the Contractor's recycling program, which may include paper, cardboard, plastic containers, metal cans, and glass containers, and shall be separated and prepared in accordance with recycling guidelines.

The storage, handling, and disposal of solid waste and recyclables shall be conducted in a manner that prevents litter, odor, infestation, and other conditions detrimental to public health, safety, and welfare.

Collection times within Residential Development is restricted to 6:00am to 6:00pm Monday through Friday. The Township may approve start times of 5:30am on specific main arteries after the successful request submission from the Contractor,

Insurance Requirements

Colerain Township requires that the Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable for not less than the following amounts or greater if required by law.

- A. Claims under workers' compensation, disability benefits and other similar employee benefit acts pursuant to the amounts provided in B 2 below.
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death (including wrongful death) of the Contractor's employees; Worker's Compensation Insurance in compliance with all states in which the Contractor does business, including coverage B Employers' Liability:

1. Bodily Injury by accident \$100,000 for each accident
2. Bodily Injury by disease \$500,000 policy limit
3. Bodily Injury by disease \$100,000 for each employee
- C. Claims for damages because of bodily injury, sickness or disease, or death (including wrongful death) of any person other than the Contractor's employees.
- D. Claims for damages insured by customary personal injury liability coverage which are sustained:
 1. By any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or
 2. By any other person for any other reason
- E. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
The Contractor's liability insurance shall eliminate the exclusion with respect to property under the care, custody and control of the Contractor for not less than the following amounts:
 1. General Aggregate
(except Products - Completed Operations): \$2,000,000
 2. Personal and Advertising Injury
(per person/organization): \$1,000,000
 3. Each Occurrence
(Bodily Injury & Property Damage): \$1,000,000
 4. Property Damage, Liability Insurance will provide explosion, collapse, underground coverages where appropriate
 5. Excess Liability
General Aggregate: \$1,000,000
Each occurrence: \$1,000,000
- F. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle
 1. Automobile Liability
Bodily Injury
Each Person \$1,000,000
Each Accident \$1,000,000
Property Damage
Each Accident \$1,000,000
 2. Combined Single Limit
(Bodily Injury and Property Damage)
Each Accident \$1,000,000

The policies of liability insurance so required by above to be purchased and maintained shall:

- A. With respect to insurance required by paragraphs 3, 4, 5 and 6 include as additional insureds (subject to any customary exclusion in respect of professional liability) the Townships, and any other persons or entities identified by the Townships, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds
- B. Include completed operations insurance
- C. Include contractual liability insurance covering the Contractor's indemnity obligations with coverage of not less than

1. General Aggregate \$1,000,000
 2. Each Occurrence
(Bodily Injury & Property Damage) \$1,000,000
- D. Remain in effect at least until final payment and at all times thereafter when the Contractor may be correcting, removing or replacing defective Work in accordance with the Contract Documents

RESPONSE FORMAT

All proposals shall be submitted in the following format. Failure to abide by this format may result in the disqualification of the submission. It is requested that all proposals be submitted in the following format to expedite the review and selection process.

1. Cover Letter – A cover letter signed by an individual who is authorized to submit the response to the Request for Qualifications.
2. General Firm Information – Contractor name, address, phone number, name and contact information of individual responsible for authoring the RFQ, contact email address, and office location. Please also list any experience that the Contractor has had with working with or in Colerain Township.
3. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the proposer.
4. Bid Proposal Acknowledgement – Certifying the bidder understands the bid request (attached).
5. Bid Sheets for Rates and Services – Estimated costs for services (attached).
6. Experience of Personnel – Provide a summary of your company including employee experience, qualifications, history, expertise, etc. (attached).
7. Statement of Contractor Qualifications – Provision of background information about the Contractor (attached).
8. Experience of Personnel – List of key personnel that the Township will be working with during the term of the contract (attached).
9. Identification of Facilities – List of facilities that will be providing services (attached).
10. Certification of Disposal Facilities – Information for each disposal facility that will be used during the term of the contract (attached).
11. Certification of Recycling Facilities – Information for each recycling facility that will be used during the term of the contract (attached).
12. Equipment Inventory – Documentation of the specific vehicles that will be used during the term of the contract (attached).

13. Operational Plan for Cart Delivery – Provide information regarding the details of garbage and recycling cart delivery to customers (attached).
14. Emergency Management Plan – Provide a detailed plan that includes procedures to be implemented in the event of incidents specified in this section (attached).
15. Non-Collusion Affidavit – Bidders must furnish an Affidavit of Non-Collusion with the bid (attached).
16. Personal Property Tax Affidavit – Bidders must furnish an Affidavit of Personal Property Tax with the bid (attached).
17. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the RFQ.

After acceptance of the proposal, Contractor must show evidence of State of Ohio Bureau of Workers' Compensation Certificate of Premium Payment coverage and minimum insurance coverage as discussed above.

TIMELINE

- | | |
|------------------------------------|--|
| 1. Township Trustees RFQ Approval: | February 10, 2026 |
| 2. RFQ Release and Advertisement: | March 11, 2026 |
| 3. Proposal Deadline: | April 6, 2026, 11:59 a.m. (local time) |
| 4. Bid Opening | April 6, 2026, 12:00 p.m. (local time) |
| 5. Projected Township approval: | April 14, 2026 |

The Township will not be responsible for proposals that are received after the 11:59 a.m. deadline on Monday, April 6, 2026. Work is expected to commence upon the full execution of the contract immediately following the Trustee's approval on April 14, 2026.

EVALUATION CRITERIA

Proposals will be initially evaluated by internal Township staff, including the Township Administrator and Assistant Administrator. After this initial internal review, a recommendation will be provided to the Board of Trustees for a final decision.

The Township understands that it is important to use a structured process that fairly compares different proposals based on several factors. The criteria for evaluating the proposals will be based upon a combination of the factors, including but not limited to the following:

1. Lowest responsive and responsible Bid
2. Experience Working with Colerain Township
3. Range of services provided
4. Past record of performance on contracts similar in type and complexity

Colerain Township Trustees must still approve a contractor before the process is completed. Please refer to the timeline information for the projected date of Township Approval.

TERMS AND CONDITIONS

Colerain Township reserves the right to reject any or all proposals, to award contracts in whole or in part, to further negotiate proposals in whole or in part, or to waive any informalities or irregularities in the submitted proposals.

The response to this Request for Qualifications is entirely voluntary. The Request for Qualifications does not commit the Colerain Township to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

Colerain Township may reject any or all responses that do not meet the requirements of the Request for Qualifications in any respect. Responses which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Vendor, may be rejected. If, in the opinion of Colerain Township, information was supplied that is intended to mislead Colerain Township, in its evaluation of the proposal and the attribute, condition, or capability, the proposal will be rejected.

Colerain Township reserves the right to expand or reduce the work subject to negotiating with the successful contract. Colerain Township reserves the right to choose a company from the responses or to further interview companies after proposals are submitted.

BID ATTACHMENTS

The following Bid attachments precede this section of the Bid Document which include the following:

1. Bid Proposal Acknowledgement
2. Bid Sheets for Rates and Services
3. Experience of Personnel
4. Statement of Contractor Qualifications
5. Experience of Personnel
6. Identification of Facilities
7. Certification of Disposal Facilities
8. Certification of Recycling Facilities
9. Equipment Inventory
10. Operational Plan for Cart Delivery
11. Emergency Management Plan
12. Non-Collusion Affidavit
13. Personal Property Tax Affidavit

BID PROPOSAL ACKNOWLEDGEMENT

Proposal of William J. Rumpke, Jr., President (hereinafter called "Bidder"), organized and existing under the laws of the State of OHIO, doing business as RUMPKE OF OHIO, INC.. In compliance with your Invitation for Bids, Bidder hereby proposes:

Residential Solid Waste & Recycling Collection, Disposal & Processing

In strict accordance with the Contract Documents, within the time and conditions set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to complete the contract on or before a date to be specified in the Notice to Proceed and to fully complete project within consecutive calendar days thereafter. The FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES Bid quotation must be made both in figures and words. The basis of award of this Contract is a lump sum as calculated from the estimated quantities. The accepted contract amounts will be based on estimated quantities and services to be provided. Consideration for award of the Contract will be based on the FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES, 2026 – 2031.

Estimated units have been provided solely for calculation purposes of the bid and are not intended to represent actual service requirements.

Determination of the Low Bidder

The FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES will determine the lowest bidder. That cost will be calculated as follows.

Unit Cost x Number of Units = Total Cost Per Month x Number of Months in Period = Total Cost Per Period

ADD THE TOTAL FIVE YEAR COST PER PERIOD FOR:

- 1) Base Collection Rate for Unlimited Service
- 2) Optional Add-On Disposal Cart Rental Rate for Unlimited Service +
- 3) Discounted Base Collection Rate for Limited Service including a 96-gallon Cart+
- 4) Optional Add-On Backyard Service +
- 5) Optional Add-On for collection of Township owned dumpsters and Bus Route cans

\$46,212,323.52 (Forty-Six Million Two Hundred Twelve Thousand Three Hundred Twenty Three Dollars and Fifty-Two Cents)

= FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES

OR

ADD THE TOTAL FIVE YEAR COST PER PERIOD FOR LIMITED SERVICE INCLUDING A 96-GALLON CART FOR ALL ACCOUNTS

The determination of the low bidder to whom a contract may be awarded will be based upon the lowest five-year bid price.

The Township reserves the right to select the lowest and best responsible bidder based on what is in the best interests of the Townships.

By signing this acknowledgement, the Bidder certifies that they have reviewed, understand, and will adhere to the requirements and expectations of the bid process.

Acceptance of the above BID PROPOSAL ACKNOWLEDGEMENT is hereby certified by

BY <u>William J. Rumpke, Jr.</u>	<u>President</u>
Contractor's Representative (Printed Name)	TITLE

<u></u>	<u>April 3, 2026</u>
Signature	Date

BID PROPOSAL FORMS/ BID FORMS 1-9

FIGURES

BID SHEETS FOR RATES AND SERVICES

Note: All units are estimates and provided solely for the purpose of bidding calculations

Name of Bidder: RUMPKE OF OHIO, INC.

Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added cost	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Unlimited Base Collection Rate May 1, 2026- April 30, 2027	\$20.95	26,522	\$555,635.90	12	\$6,667,630.80
Unlimited Base Collection Rate May 1, 2027- April 30, 2028	\$21.79	26,522	\$577,914.38	12	\$6,934,972.56
Unlimited Base Collection Rate May 1, 2028- April 30, 2029	\$22.66	26,522	\$600,988.52	12	\$7,211,862.24
Unlimited Base Collection Rate May 1, 2029- April 30, 2030	\$23.57	26,522	\$625,123.54	12	\$7,501,482.48
Unlimited Base Collection Rate May 1, 2030- April 30, 2031	\$24.51	26,522	\$650,054.22	12	\$7,800,650.64
Unlimited Base Collection Rate Total					\$36,116,598.72

Optional Add-On Rental of 96- gallon Disposal Cart for Base Collection Unlimited Service	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Unlimited Base Collection Rate May 1, 2026- April 30, 2027	\$3.50	8,832	\$30,912.00	12	\$370,944.00
Unlimited Base Collection Rate May 1, 2027- April 30, 2028	\$3.50	8,832	\$30,912.00	12	\$370,944.00
Unlimited Base Collection Rate May 1, 2028- April 30, 2029	\$3.50	8,832	\$30,912.00	12	\$370,944.00
Unlimited Base Collection Rate May 1, 2029- April 30, 2030	\$3.50	8,832	\$30,912.00	12	\$370,944.00
Unlimited Base Collection Rate May 1, 2030- April 30, 2031	\$3.50	8,832	\$30,912.00	12	\$370,944.00
Unlimited Base Collection Rate Total					\$1,854,720.00

*

Discounted Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Cart Base Collection Rate May 1, 2026- April 30, 2027	\$17.86	6,630	\$118,411.80	12	\$1,420,941.60
Cart Base Collection Rate May 1, 2027- April 30, 2028	\$18.57	6,630	\$123,119.10	12	\$1,477,429.20
Cart Base Collection Rate May 1, 2028- April 30, 2029	\$19.32	6,630	\$128,091.60	12	\$1,537,099.20
Cart Base Collection Rate May 1, 2029- April 30, 2030	\$20.08	6,630	\$133,130.40	12	\$1,597,564.80
Cart Base Collection Rate May 1, 2030- April 30, 2031	\$20.89	6,630	\$138,500.70	12	\$1,662,008.40
Optional Cart Base Collection Rate Total					\$7,695,043.20

Backyard Service is an optional add on to Base Collection	Unit Cost Per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Backyard Service May 1, 2026- April 30, 2027	\$70.00	120	\$8,400.00	12	\$100,800.00
Backyard Service May 1, 2027- April 30, 2028	\$72.80	120	\$8,736.00	12	\$104,832.00
Backyard Service May 1, 2028- April 30, 2029	\$75.71	120	\$9,085.20	12	\$109,022.40
Backyard Service May 1, 2029- April 30, 2030	\$78.74	120	\$9,448.80	12	\$113,385.60
Backyard Service May 1, 2030- April 30, 2031	\$81.89	120	\$9,826.80	12	\$117,921.60
Backyard Service Total					\$545,961.60

	Base Collection Rate Unlimited Service	Add-On Cart Rental Rate for Unlimited Service	Discounted Base Collection Rate for 96- gallon Cart & Limited Service	Add-On Backyard Service	Total
YEAR 1 - April 1, 2026- March 31, 2027	\$6,667,630.80	\$370,944.00	\$1,420,941.60	\$ 00 00.00	\$8,560,316.40
YEAR 2 - April 1, 2027- March 31, 2028	\$6,934,972.56	\$370,944.00	\$1,477,429.20	\$104,832.00	\$8,888,177.76
YEAR 3 -April 1, 2028- March 31, 2029	\$7,211,862.24	\$370,944.00	\$1,537,099.20	\$109,022.40	\$9,228,927.84
YEAR 4 -April 1, 2029- March 31, 2030	\$7,501,482.48	\$370,944.00	\$1,597,564.80	\$113,385.60	\$9,583,376.88
YEAR 5 -April 1, 2030- March 31, 2031	\$7,800,650.64	\$370,944.00	\$1,662,088.40	\$117,921.60	\$9,951,609.64
FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES					\$46,212,323.52

* All Limited Service Options include a 95-gallon trash cart only.

The Township would also like a combined price if all accounts included a 95-gallon solid waste cart and a 65-gallon recycling cart.

* Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost					
	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Limited Base Collection Rate May 1, 2026- April 30, 2027	\$22.95	33,272	\$763,592.40	12	\$9,163,108.80
Limited Base Collection Rate May 1, 2027- April 30, 2028	\$23.87	33,272	\$794,202.64	12	\$9,530,431.68
Limited Base Collection Rate May 1, 2028- April 30, 2029	\$24.82	33,272	\$825,811.04	12	\$9,909,732.48
Limited Base Collection Rate May 1, 2029- April 30, 2030	\$25.81	33,272	\$858,750.32	12	\$10,305,003.84
Limited Base Collection Rate May 1, 2030- April 30, 2031	\$26.85	33,272	\$893,353.20	12	\$10,720,238.40
FIVE YEAR COMBINED TOTAL COST OF LIMITED SERVICES FOR ALL ACCOUNTS					\$49,628,515.20

The Township would also like a combined price of solid waste collection of Township owned dumpsters and Bus Route cans.

Base Collection of servicing all Township Dumpsters and Bus Stop cans on Colerain Avenue	Total Cost per Month	Months in Period	Total Cost per Period
Collection Rate May 1, 2026 - April 30, 2027	**	12	**
Collection Rate May 1, 2027 - April 30, 2028	**	12	**
Collection Rate May 1, 2028 - April 30, 2029	**	12	**
Collection Rate May 1, 2029 - April 30, 2030	**	12	**
Collection Rate May 1, 2030 - April 30, 2031	**	12	**
FIVE YEAR COMBINED TOTAL COST			**

This Respectfully submitted by:

William J. Rumpke, Jr.

(Printed Name)

Title: President

Address: 3990 Generation Drive, Cincinnati, Ohio, 45251

William J. Rumpke Jr.

(Signature.)

Date: April 3, 2026

Phone: (800) 828-8171



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
12-21-2029

Attest:

Gina M. Schueler

* All Limited Service Options include a 95-gallon trash cart only.

** Services will be provided at no charge. See attached "Colerain Township Facilities"

FIGURES

Billing Rates

Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added cost	Cost per Month	Optional Add-On Rental of 96- gallon Disposal Cart for Base Collection Unlimited Service	Cost per Period
May 1, 2026- April 30, 2027	\$20.95	May 1, 2026- April 30, 2027	\$3.50
May 1, 2027- April 30, 2028	\$21.79	May 1, 2027- April 30, 2028	\$3.50
May 1, 2028- April 30, 2029	\$22.66	May 1, 2028- April 30, 2029	\$3.50
May 1, 2029- April 30, 2030	\$23.57	May 1, 2029- April 30, 2030	\$3.50
May 1, 2030- April 30, 2031	\$24.51	May 1, 2030- April 30, 2031	\$3.50

Discounted Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost	Cost per Month	Backyard Service is an optional add on to Base Collection	Cost per Period
May 1, 2026- April 30, 2027	\$17.86	May 1, 2026- April 30, 2027	\$70.00
May 1, 2027- April 30, 2028	\$18.57	May 1, 2027- April 30, 2028	\$72.80
May 1, 2028- April 30, 2029	\$19.32	May 1, 2028- April 30, 2029	\$75.71
May 1, 2029- April 30, 2030	\$20.08	May 1, 2029- April 30, 2030	\$78.74
May 1, 2030- April 30, 2031	\$20.89	May 1, 2030- April 30, 2031	\$81.89

2-Family Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added Cost	Cost per Month	2-Family Base Discounted Limited Service INCLUDING 96 gallon Solid Waste Cart and 65 gallon Recycling Cart at no added Cost	Cost per Period
May 1, 2026- April 30, 2027	\$31.43	May 1, 2026- April 30, 2027	\$26.79
May 1, 2027- April 30, 2028	\$32.69	May 1, 2027- April 30, 2028	\$27.86
May 1, 2028- April 30, 2029	\$33.99	May 1, 2028- April 30, 2029	\$28.98
May 1, 2029- April 30, 2030	\$35.36	May 1, 2029- April 30, 2030	\$30.12
May 1, 2030- April 30, 2031	\$36.77	May 1, 2030- April 30, 2031	\$31.34

3 or 4-Family Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added Cost	Cost per Month	3 or 4 -Family Base Discounted Limited Service INCLUDING 96 gallon Solid Waste Cart and 65 gallon Recycling Cart at no added Cost	Cost per Period
May 1, 2026- April 30, 2027	\$41.90	May 1, 2026- April 30, 2027	\$35.72
May 1, 2027- April 30, 2028	\$43.58	May 1, 2027- April 30, 2028	\$37.14
May 1, 2028- April 30, 2029	\$45.32	May 1, 2028- April 30, 2029	\$38.64
May 1, 2029- April 30, 2030	\$47.14	May 1, 2029- April 30, 2030	\$40.16
May 1, 2030- April 30, 2031	\$49.02	May 1, 2030- April 30, 2031	\$41.76

*All Limited Service Options include a 95-gallon trash cart only.

WORDS

Billing Rates

Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added cost	Cost per Month	Optional Add-On Rental of 96- gallon Disposal Cart for Base Collection Unlimited Service	Cost per Period
May 1, 2026- April 30, 2027	Twenty Dollars and Ninety- Five Cents	May 1, 2026- April 30, 2027	Three Dollars and Fifty Cents
May 1, 2027- April 30, 2028	Twenty-One Dollars and Seventy-Nine Cents	May 1, 2027- April 30, 2028	Three Dollars and Fifty Cents
May 1, 2028- April 30, 2029	Twenty-Two Dollars and Sixty-Six Cents	May 1, 2028- April 30, 2029	Three Dollars and Fifty Cents
May 1, 2029- April 30, 2030	Twenty-Three Dollars and Fifty- Seven Cents	May 1, 2029- April 30, 2030	Three Dollars and Fifty Cents
May 1, 2030- April 30, 2031	Twenty-Four Dollars and Fifty-One Cents	May 1, 2030- April 30, 2031	Three Dollars and Fifty Cents

Discounted Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost	Cost per Month	Backyard Service is an optional add on to Base Collection	Cost per Period
May 1, 2026- April 30, 2027	Seventeen Dollars and Eighty-Six Cents	May 1, 2026- April 30, 2027	Seventy Dollars and Zero Cents
May 1, 2027- April 30, 2028	Eighteen Dollars and Fifty-Seven Cents	May 1, 2027- April 30, 2028	Seventy-Two Dollars and Eighty Cents
May 1, 2028- April 30, 2029	Nineteen Dollars and Thirty-Two Cents	May 1, 2028- April 30, 2029	Seventy-Five Dollars and Seventy-One Cents
May 1, 2029- April 30, 2030	Twenty Dollars and Eight Cents	May 1, 2029- April 30, 2030	Seventy-Eight Dollars and Seventy-Four Cents
May 1, 2030- April 30, 2031	Twenty Dollars and Eighty-Nine Cents	May 1, 2030- April 30, 2031	Eighty-One Dollars and Eighty-Nine Cents

2-Family Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added Cost	Cost per Month	2-Family Base Discounted Limited Service INCLUDING 96 gallon Solid Waste Cart and 65 gallon Recycling Cart at no added Cost	Cost per Period
May 1, 2026- April 30, 2027	Thirty-One Dollars and Forty-Three Cents	May 1, 2026- April 30, 2027	Twenty-Six Dollars and Seventy-Nine Cents
May 1, 2027- April 30, 2028	Thirty-Two Dollars and Sixty-Nine Cents	May 1, 2027- April 30, 2028	Twenty-Seven Dollars and Eighty-Six Cents
May 1, 2028- April 30, 2029	Thirty-Three Dollars and Ninety-Nine Cents	May 1, 2028- April 30, 2029	Twenty-Eight Dollars and Ninety-Eight Cents
May 1, 2029- April 30, 2030	Thirty-Five Dollars and Thirty-Six Cents	May 1, 2029- April 30, 2030	Thirty Dollars and Twelve Cents
May 1, 2030- April 30, 2031	Thirty-Six Dollars and Seventy-Seven Cents	May 1, 2030- April 30, 2031	Thirty-One Dollars and Thirty-Four Cents

3 or 4-Family Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added Cost	Cost per Month	3 or 4 -Family Base Discounted Limited Service INCLUDING 96 gallon Solid Waste Cart and 65 gallon Recycling Cart at no added Cost	Cost per Period
May 1, 2026- April 30, 2027	Forty-One Dollars and Ninety Cents	May 1, 2026- April 30, 2027	Thirty-Five Dollars and Seventy-Two Cents
May 1, 2027- April 30, 2028	Forty-Three Dollars and Fifty-Eight Cents	May 1, 2027- April 30, 2028	Thirty-Seven Dollars and Fourteen Dollars
May 1, 2028- April 30, 2029	Forty-Five Dollars and Thirty-Two Cents	May 1, 2028- April 30, 2029	Thirty-Eight Dollars and Sixty-Four Cents
May 1, 2029- April 30, 2030	Forty-Seven Dollars and Fourteen Cents	May 1, 2029- April 30, 2030	Forty Dollars and Sixteen Cents
May 1, 2030- April 30, 2031	Forty-Nine Dollars and Two Cents	May 1, 2030- April 30, 2031	Forty-One Dollars and Seventy-Six Cents

*All Limited Service Options include a 95-gallon trash cart only.

WORDS

BID SHEETS FOR RATES AND SERVICES

Note: All units are estimates and provided solely for the purpose of bidding calculations

Name of Bidder: RUMPKE OF OHIO, INC.

Base Collection Rate Unlimited Service INCLUDING 65 gallon Recycling Cart at no added cost	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Unlimited Base Collection Rate May 1, 2026- April 30, 2027	Twenty Dollars and Ninety- Five Cents	26,522	Five Hundred Fifty Five Thousand Six Hundred Thirty-Five Dollars and Ninety Cents	12	Six Million Six Hundred Sixty Seven Thousand Six Hundred Thirty Dollars and Eighty Cents
Unlimited Base Collection Rate May 1, 2027- April 30, 2028	Twenty-One Dollars and Seventy-Nine Cents	26,522	Five Hundred Seventy Seven Thousand Nine Hundred Fourteen Dollars and Thirty-Eight Cents	12	Six Million Nine Hundred Thirty Four Thousand Nine Hundred Seventy-Two Dollars and Fifty Six Cents
Unlimited Base Collection Rate May 1, 2028- April 30, 2029	Twenty-Two Dollars and Sixty-Six Cents	26,522	Six Hundred Thousand Nine Hundred Eighty-Eight Dollars and Fifty-Two Cents	12	Seven Million Two Hundred Eleven Thousand Eight Hundred Sixty Two Dollars and Twenty-Four Cents
Unlimited Base Collection Rate May 1, 2029- April 30, 2030	Twenty-Three Dollars and Fifty-Seven Cents	26,522	Six Hundred Twenty-Five Thousand One Hundred Twenty-Three Dollars and Fifty-Four Cents	12	Seven Million Five Hundred and One Thousand Four Hundred Eighty-Two Dollars and Forty Eight Cents
Unlimited Base Collection Rate May 1, 2030- April 30, 2031	Twenty-Four Dollars and Fifty-One Cents	26,522	Six Hundred Fifty Thousand Fifty-Four Dollars and Twenty-Two Cents	12	Seven Million Eight Hundred Thousand Six Hundred Fifty Dollars and Sixty-Four Cents
Unlimited Base Collection Rate Total					Thirty-Six Million One Hundred Sixteen Thousand Five Hundred Ninety-Eight Dollars and Seventy Two Cents

Optional Add-On Rental of 96- gallon Disposal Cart for Base Collection Unlimited Service	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Unlimited Base Collection Rate May 1, 2026- April 30, 2027	Three Dollars and Fifty Cents	8,832	Thirty Thousand Nine Hundred Twelve Dollars and Zero Cents	12	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents
Unlimited Base Collection Rate May 1, 2027- April 30, 2028	Three Dollars and Fifty Cents	8,832	Thirty Thousand Nine Hundred Twelve Dollars and Zero Cents	12	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents
Unlimited Base Collection Rate May 1, 2028- April 30, 2029	Three Dollars and Fifty Cents	8,832	Thirty Thousand Nine Hundred Twelve Dollars and Zero Cents	12	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents
Unlimited Base Collection Rate May 1, 2029- April 30, 2030	Three Dollars and Fifty Cents	8,832	Thirty Thousand Nine Hundred Twelve Dollars and Zero Cents	12	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents
Unlimited Base Collection Rate May 1, 2030- April 30, 2031	Three Dollars and Fifty Cents	8,832	Thirty Thousand Nine Hundred Twelve Dollars and Zero Cents	12	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents
Unlimited Base Collection Rate Total					One Million Eight Hundred Fifty Four Thousand Seven Hundred Twenty Dollars and Zero Cents

Discounted Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost					
	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Cart Base Collection Rate May 1, 2026- April 30, 2027	Seventeen Dollars and Eighty-Six Cents	6,630	One Hundred Eighteen Thousand Four Hundred Eleven Dollars and Eighty Cents	12	One Million Four Hundred Twenty Thousand Nine Hundred Forty One Dollars and Sixty Cents
Cart Base Collection Rate May 1, 2027- April 30, 2028	Eighteen Dollars and Fifty-Seven Cents	6,630	One Hundred Twenty-Three Thousand One Hundred Nineteen Dollars and Ten Cents	12	One Million Four Hundred Seventy Seven Thousand Four Hundred Twenty-Nine Dollars and Twenty Cents
Cart Base Collection Rate May 1, 2028- April 30, 2029	Nineteen Dollars and Thirty-Two Cents	6,630	One Hundred Twenty-Eight Thousand Ninety-One Dollars and Sixty Cents	12	One Million Five Hundred Thirty Seven Thousand Nine Hundred Nine Dollars and Twenty Cents
Cart Base Collection Rate May 1, 2029- April 30, 2030	Twenty Dollars and Eight Cents	6,630	One Hundred Thirty-Three Thousand One Hundred Thirty Dollars and Forty Cents	12	One Million Five Hundred Ninety Seven Thousand Five Hundred Forty Four Dollars and Eighty Cents
Cart Base Collection Rate May 1, 2030- April 30, 2031	Twenty Dollars and Eighty Nine Cents	6,630	One Hundred Thirty-Eight Thousand Five Hundred Dollars and Seventy Cents	12	One Million Six Hundred Sixty Two Thousand Four Hundred Sixty Dollars and Forty Cents
Optional Cart Base Collection Rate Total					Seven Million Six Hundred Ninety Five Thousand Forty-Three Dollars and Twenty Cents

Backyard Service is an optional add on to Base Collection					
	Unit Cost Per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Backyard Service May 1, 2026- April 30, 2027	Seventy Dollars and Zero Cents	120	Eight Thousand Four Hundred Dollars and Zero Cents	12	One Hundred Thousand Eight Hundred Dollars and Zero Cents
Backyard Service May 1, 2027- April 30, 2028	Seventy-Two Dollars and Eighty Cents	120	Eight Thousand Seven Hundred Thirty-Six Dollars and Zero Cents	12	One Hundred Four Thousand Eight Hundred Thirty-Two Dollars and Zero Cents
Backyard Service May 1, 2028- April 30, 2029	Seventy-Five Dollars and Seventy-One Cents	120	Nine Thousand Eighty-Five Dollars and Twenty Cents	12	One Hundred Nine Thousand Twenty-Two Dollars and Forty Cents
Backyard Service May 1, 2029- April 30, 2030	Seventy-Eight Dollars and Seventy Four Cents	120	Nine Thousand Four Hundred Forty-Eight Dollars and Eighty Cents	12	One Hundred Thirteen Thousand Three Hundred Eighty-Five Dollars and Sixty Cents
Backyard Service May 1, 2030- April 30, 2031	Eighty-One Dollars and Eighty-Nine Cents	120	Nine Thousand Eight Hundred Twenty-Six Dollars and Eighty Cents	12	One Hundred Seventeen Thousand Nine Hundred Twenty One Dollars and Sixty Cents
Backyard Service Total					Five Hundred Forty-Five Thousand Nine Hundred Sixty-One Dollars and Sixty Cents

	Base Collection Rate Unlimited Service	Add-On Cart Rental Rate for Unlimited Service	Discounted Base Collection Rate for 96- gallon Cart & Limited Service	Add-On Backyard Service	Total
YEAR 1 - April 1, 2026- March 31, 2027	Six Million Six Hundred Sixty-Seven Thousand Six Hundred Thirty Dollars and Eighty Cents	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents	One Million Four Hundred Twenty Thousand Nine Hundred Forty One Dollars and Sixty Cents	One Hundred Thousand Eight Hundred Dollars and Zero Cents	Eight Million Five Hundred Sixty Thousand Three Hundred Sixteen Dollars and Forty Cents
YEAR 2 - April 1, 2027- March 31, 2028	Six Million Nine Hundred Thirty Four Thousand Nine Hundred Seventy-Two Dollars and Fifty Six Cents	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents	One Million Four Hundred Seventy Seven Thousand Four Hundred Twenty-Nine Dollars and Twenty Cents	One Hundred Four Thousand Eight Hundred Thirty-Two Dollars and Zero Cents	Eight Million Eight Hundred Eighty-Eight Thousand One Hundred Seventy-Seven Dollars and Seventy-Six Cents
YEAR 3 -April 1, 2028- March 31, 2029	Seven Million Two Hundred Ten Thousand Four Hundred Sixty Two Dollars and Twenty- Six Cents	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents	One Million Five Hundred Thirty Seven Thousand Nine Hundred Nine Dollars and Twenty Cents	One Hundred Nine Thousand Twenty-Two Dollars and Forty Cents	Nine Million Two Hundred Twenty Eight Thousand Nine Hundred Twenty-Seven Dollars and Eighty Four Cents
YEAR 4 -April 1, 2029- March 31, 2030	Seven Million Five Hundred and One Thousand Four Hundred Eighty-Two Dollars and Forty Eight Cents	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents	One Million Five Hundred Ninety Seven Thousand Five Hundred Sixty Four Dollars and Eighty Cents	One Hundred Thirteen Thousand Three Hundred Eighty-Five Dollars and Sixty Cents	Nine Million Five Hundred Eighty Three Thousand Three Hundred Seventy-Six Dollars and Eighty Eight Cents
YEAR 5 -April 1, 2030- March 31, 2031	Seven Million Eight Hundred Thousand Six Hundred Fifty Dollars and Sixty-Four Cents	Three Hundred Seventy Thousand Nine Hundred Forty-Four Dollars and Zero Cents	One Million Six Hundred Sixty Two Thousand Four Hundred Sixty Dollars and Forty Cents	One Hundred Seventeen Thousand Nine Hundred Twenty One Dollars and Sixty Cents	Nine Million Nine Hundred Fifty One Thousand Six Hundred Ninety-Two Dollars and Sixty Four Cents
FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES					Forty-Six Million Two Hundred Twelve Thousand Three Hundred Twenty-Three Dollars and Fifty Two Cents

* All Limited Service Options include a 95-gallon trash cart only.

The Township would also like a combined price if all accounts included a 95-gallon solid waste cart and a 65-gallon recycling cart.

* Base Collection Rate Limited Service includes 95- Gallon Solid Waste Cart and 65 gallon Recycling Cart at no added cost					
	Unit Cost per Month	Units	Total Cost per Month	Months in Period	Total Cost per Period
Limited Base Collection Rate May 1, 2026- April 30, 2027	Twenty-Two Dollars and Ninety-Five Cents	33,272	Seven Hundred Sixty-Three Thousand Five Hundred Ninety-Two Dollars and Forty Cents	12	Nine Million One Hundred Sixty Three Thousand One Hundred Eight Dollars and Eighty Cents
Limited Base Collection Rate May 1, 2027- April 30, 2028	Twenty-Three Dollars and Eighty-Seven Cents	33,272	Seven Hundred Ninety-Four Thousand Two Hundred Two Dollars and Sixty-Four Cents	12	Nine Million Five Hundred Thirty Thousand Four Hundred Thirty-One Dollars and Sixty-Eight Cents
Limited Base Collection Rate May 1, 2028- April 30, 2029	Twenty-Four Dollars and Eighty-Two Cents	33,272	Eight Hundred Twenty-Five Thousand Eight Hundred Eleven Dollars and Four Cents	12	Nine Million Nine Hundred Nine Thousand Seven Hundred Thirty Two Dollars and Forty-Eight Cents
Limited Base Collection Rate May 1, 2029- April 30, 2030	Twenty-Five Dollars and Eighty-One Cents	33,272	Eight Hundred Fifty-Eight Thousand Seven Hundred Fifty Dollars and Thirty-Two Cents	12	Ten Million Three Hundred Five Thousand Three Dollars and Eighty Four Cents
Limited Base Collection Rate May 1, 2030- April 30, 2031	Twenty-Six Dollars and Eighty-Five Cents	33,272	Eight Hundred Ninety-Three Thousand Three Hundred Fifty-Three Dollars and Twenty Cents	12	Ten Million Seven Hundred Twenty Thousand Two Hundred Thirty Eight Dollars and Forty Cents
FIVE YEAR COMBINED TOTAL COST OF LIMITED SERVICES FOR ALL ACCOUNTS					Forty-Nine Million Six Hundred Twenty-Eight Thousand Five Hundred Fifteen Dollars and Twenty Cents

The Township would also like a combined price of solid waste collection of Township owned dumpsters and Bus Route cans.

Base Collection of servicing all Township Dumpsters and Bus Stop cans on Colerain Avenue	Total Cost per Month	Months in Period	Total Cost per Period
Collection Rate May 1, 2026 - April 30, 2027	**	12	**
Collection Rate May 1, 2027 - April 30, 2028	**	12	**
Collection Rate May 1, 2028 - April 30, 2029	**	12	**
Collection Rate May 1, 2029 - April 30, 2030	**	12	**
Collection Rate May 1, 2030 - April 30, 2031	**	12	**
FIVE YEAR COMBINED TOTAL COST			**

This Respectfully submitted by:

William J. Rumpke, Jr.
 (Printed Name)
 Title: President
 Address: 3990 Generation Drive, Cincinnati, Ohio, 45251

William J. Rumpke Jr.
 (Signature.)
 Date: April 3, 2026
 Phone: (800) 828-8171



Gina M. Schueler
 Notary Public, State of Ohio
 My Commission Expires
 Attest: *Gina M. Schueler*

- * All Limited Service Options include a 95-gallon trash cart only.
- ** Services will be provided at no charge. See attached "Colerain Township Facilities"

Colerain Township Facilities - Rumpke service at no charge

<u>Account #</u>	<u>Location</u>	<u>Quantity</u>	<u>size container</u>	<u>service frequency</u>	<u>type</u>
02-117876	Colerain Twp Fire Station 102	1	4	1x/week	trash
	3954 Generation Dr	1	4	1x/week	recy
02-118117	Colerain Twp Fire Station	1	4 yd	1x/week	trash
	8282 Clara Ave	1	4 yd	1x/week	recy
02-18259	Colerain Twp Fire Station	1	3 yd	1x/week	trash
	2850 W Kemper Rd	1	2 yd	1x/week	recy
02-281	Colerain Twp Fire Station 25	1	4 yd	1x/week	trash
	3251 Springdale Rd	1	4 yd	1x/week	recy
02-15315	Colerain Twp Fire Station	1	2 yd	1x/week	trash
06-101726	6000 Thompson Rd	1	4 yd	1x/week	recy
02-112513	Colerain -Impound Lot	1	3 yd	EOW	trash
	4725 Springdale Rd	1	lockbar		
02-106609	Colerain Training Tower	2	4 yd	1x/week	recy
	4160 Springdale Rd				
02-18585	Colerain Twp Senior Center	1	6 yd	1x/week	trash
	4300 Springdale Rd				
02-2012	Colerain Park	2	6 yd	EOW	trash
	4725 Springdale Rd	*seasonal service, on call in winter months			
02-21262	Heritage Park	1	6 yd	EOW	trash
	11405 E Miami River Rd	*seasonal service, on call in winter months			
02-28534	Clippard Park	1	8yd	EOW	trash
	10243 Dewhill Ln	*seasonal service, on call in winter months			
02-106609	Colerain Public Works	1	4 yd	1x/week	recy
80-110662	Colerain -public street cans	10	45-gal	1x/week	trash
	Colerain -public street cans	3	45-gal	2x/week	trash

STATEMENT OF CONTRACTOR QUALIFICATIONS

Provide answers specific to the Division or Service Location that will perform Contract.

- 1) How many years of experience does your organization's local division have in the collection and disposal of residential garbage and recyclables?
- 2) For your organization's local division: Identify current municipal government residential collection contracts in the last five years, which included semi or fully automated wheeled cart service for waste and recyclables as well as the delivery, collection, service and repair of wheeled carts (limit 5). Include a Contact for each jurisdiction, phone or email, length of contract and number of residents served.

Jurisdiction/Contact	Phone	Length of Contract/Expiration Date	\$\$ Value of Contract
City of Montgomery Brian Riblet, City Manager	(513) 891-2424	1/1/24 to 12/31/26	\$975,974.40 Per Year
City of Springboro Elmer Dudas, Development Director	(937) 748-4343	4/3/25 to 4/30/28	\$1,501,848.00 Per Year
City of North College Hill Tracie Nichols, Mayor	(513) 521-7413	3/1/26 to 2/28/29	\$749,480.28 Per Year
City of Middletown Scott Tadych, Public Works & Utilities Director	(513) 425-7766	1/1/25 to 12/31/27	\$4,707,358.92 Per Year
City of Hamilton Adam Helms, Director of Resident Services	(513) 785-7206	1/1/25 to 12/31/29	\$5,080,693.80 Per Year
City of Lebanon Scott Brunka, City Manager	(513) 932-3060	1/1/26 to 12/31/30	\$2,115,603.00 Per Year

- 3) With respect to any contracts for the collection of residential garbage and recyclables referenced above, has your organization been terminated by a jurisdiction or failed to complete any contract awarded to you? **No**
- 4) Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work? **No**
- 5) Describe the parties, docket number, nature and present status of any proceeding described above. **N/A**

- 6) Has your organization filed any lawsuits or requests for arbitration regarding any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above. **N/A**
- 7) Please disclose your firm's current legal and financial situation, including: any bankruptcies filed; and, any material (in excess of \$50,000) claims, judgments, arbitrations investigations or lawsuits pending within the last five (5) years. **Please see attached "Financial Statement"**
- 8) Has your organization been the subject of any lawsuit or request for arbitration filed by a jurisdiction regarding a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding. **No**
- 9) Bidder acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible bidder and, further, that any omissions may result in the rejection of any such bids. **No**

Acknowledge WGR (Initials)

EXPERIENCE OF PERSONNEL

- 1) Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.). Include and identify as such, the person who will serve as the public spokesperson, as required in the contract, to appear at publicity events with the Township.

List Key Personnel Below:

Name	Position / Title	Years with Company
Jeffery E. Rumpke	Area President	34 Years
Dean Ferrier	Municipal/Public Sector Rep	14 Years
David Menke	Operations Manager	17 Years
Gene Hillard	Operations Manager, Recycling	30 Years
Gina Schueler	Municipal Contract Manager	13 Years

- 2) The Township expects to communicate directly with one individual designated for ultimate responsibility for the contract. The Township will be notified immediately of any changes to this information. Provide the following information.

Name	Dean Ferrier
Mailing Address	3800 Struble Road, Cincinnati, OH 45251
Direct Phone:	(800) 828-8171 ext. 5273
Mobile Phone:	(513) 200-0881
Email:	dean.ferrier@rumpke.com

Personnel Policies

- 1) How does Contractor deal with replacing key personnel who leave?
As a family owned and operated company, Rumpke gives priority to promoting within the company to replace and/or promote key personnel.
- 2) Explain the current screening mechanisms used by the company for applicants and any ongoing programs for employees (i.e., drug and alcohol, etc.). Do these apply to subcontractors?
See attached Rumpke Corporate Safety Manual
- 3) Describe in detail the Contractor's employee/driver training program. Use additional sheets or attachments, if necessary.
See attached Rumpke Corporate Safety Manual

IDENTIFICATION OF FACILITIES

List the name, location and distance from Colerain Township Administration Building for the facilities proposed for use in providing the services specified in the Contract.

Identification and location of the facility from which collection vehicles will originate service.

Hauler / Transporter Facility (ies)	Location:	Distance in Miles:
Cincinnati Facility	3800 Struble Road	2.09 Miles
St. Bernard Recycling Facility	5535 Vine Street	10.13 Miles

Identification and location of the processing and disposal companies.

Disposal Facility(ies)	Location:	Distance in Miles:
Rumpke Sanitary Landfill	3800 Struble Road	2.09 Miles
Recycling Facility(ies)	Location:	Distance in Miles:
St. Bernard Recycling Facility	5535 Vine Street	10.13 Miles

CERTIFICATION OF DISPOSAL FACILITY

Provide a copy of this form from each disposal facility to be used in the Contract. The form must be signed by an officer or authorized representative of the disposal facility.

I acknowledge that, Rumpke Sanitary Landfill (Name of Firm/Facility) shall be responsible to Colerain Township for the full and faithful performance of disposing garbage, refuse, and/or municipal waste collected by, RUMPKE OF OHIO, INC. the Contractor under the Township's Residential Garbage and Recycling Collection, Disposal and Processing Contract.

I understand and agree that recyclables collected in Colerain Township may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that Colerain Township shares no risk, expense, or profit for the disposal of the garbage, refuse, and/or municipal waste.

I certify that the disposal facility of, Rumpke Sanitary Landfill (Name of Firm/Facility) has sufficient capacity to receive, process, and dispose of all materials collected each day, and each week under this Contract and acceptable under the facility's operating permit.

I understand and agree, Rumpke Sanitary Landfill (Name of Firm/Facility) and the Contractor must have and provide to the Township with the bid documents a contingency plan to avoid disruption of the garbage collection program through a temporary shutdown in operation.

I agree that at any time given reasonable notice, the Township may visit and inspect Rumpke Sanitary Landfill the Facility to determine compliance with this Contract and to verify reporting.

Please check the appropriate line: ☒ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Unincorporated

Include either: ☐ Social Security ☒ Federal Tax Identification Number: 31-0814745

Name of Firm	Rumpke Sanitary Landfill	Signature of Officer or Authorized Representative	
Address	10795 Hughes Road Cincinnati, Ohio 45251	Attest:	
Phone	(800) 828-8171	Fax:	(513) 851-0560

On this 3rd day of April, 2026, before me, a Notary Public,

undersigned representative/officer personally appeared William J. Rumpke, Jr., who

acknowledged to be the President of RUMPKE OF OHIO, INC. and
(Job Title) (Name of Company)

that as such representative/officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company as President.
(Job Title)

STATE OF OHIO

COUNTY OF BUTLER
Official seal.

IN WITNESS WHEREOF, I hereunto set my hand and



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
1-21-2029

Gina M. Schueler
Notary Public

My Commission Expires: 1/21/29

CERTIFICATION OF RECYCLING FACILITY

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer of authorized representative of the recycling facility.

I acknowledge, RUMPKE OF OHIO, INC. shall be responsible to Colerain Township for the full and faithful performance of processing Recyclables collected by the Contractor under the Township's Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the Colerain Township shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of RUMPKE OF OHIO, INC. is capable of accepting the following materials for single stream recycling: aluminum cans, plastic bottles and jugs, bi-metal/steel cans, cartons, newsprint, magazines, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper; and processing the Recyclables to the degree necessary to be marketable.

I certify that the processing system of RUMPKE OF OHIO, INC. has sufficient capacity to receive, process, and store all materials collected each day, and each week under this contract.

I understand and agree that, RUMPKE OF OHIO, INC. and the Contractor must have and provide to the Township with the bid documents a contingency plan to avoid disruption of the Recycling program through a temporary shutdown in processing.

I agree that at any time given reasonable notice, the Township may visit and inspect the facility to determine compliance with this Contract and to verify reporting.

Please check the appropriate line: ☒ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Unincorporated

Include either: ☐ Social Security ☒ Federal Tax Identification Number: 31-1617611

Name of Firm Address Phone (800) 828-8171 Fax: (513) 851-0560	Signature of Officer or Authorized Representative <u>William J. Rumpke Jr.</u> Attest: <u>Philip E. Wicks</u>
---	--

On this 3rd day of April, 2026, before me, a Notary Public,
undersigned representative/officer personally appeared William J. Rumpke, Jr., who
(Representative/Officer's Name)
acknowledged to be the President of RUMPKE OF OHIO, INC. and
(Job Title) (Name of Company)
that as such representative/officer, being authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of the company as President.
(Job Title)

STATE OF OHIO

COUNTY OF BUTLER
Official seal.



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
1-21-2029

IN WITNESS WHEREOF, I hereunto set my hand and

Gina M. Schueler
Notary Public

My Commission Expires:

EQUIPMENT INVENTORY

DO NOT PROVIDE A COMPLETE INVENTORY OF THE COMPANY'S VEHICLES. Include Only Documentation of The Specific Vehicles Which Will Be Utilized in The Contract.

List the vehicle information for each service category. Indicate, for those vehicles to be used in this contract, the number of each model and make listed; if they are currently owned provide the license number & any company vehicle id. REQUIRED IF VEHICLE NOT CURRENTLY OWNED: Upon Notice of Award the Bidder must provide a commitment from manufacturer/dealer to deliver vehicles to contractor no later than one month prior to start date of the Contract. At that time the Bidder must provide Required Documentation for the vehicles proposed on this Form.

Primary Equipment								
Service Type Number of	Chassis Make & Model	Year	Body Make & Model	Year	License #	VIN	Company Vehicle ID No	Anticipated Delivery Date Include Documentation
Solid Waste	See Tab 7 for Primary Equipment List							
Recycling								
Bulk Waste								

The Contractor is expected to provide Contingency Equipment to supplement the Primary Equipment during times when the Primary Equipment is non-functioning or otherwise unable to perform the job. Contingency Equipment should be capable of tipping municipal waste or recycling carts where applicable and although there is no requirement for it to be new, it must be of the same quality and standards expected of the Primary Equipment and in excellent operating condition.

[illegible]

OPERATIONAL PLAN FOR CART DELIVERY

The Contractor will provide Recycling Carts for each Structure as described in the Contract. In addition, the Contractor will supply Garbage Carts to only those Structures that opt to use that service and to pay the appropriate fee. The Contractor must off load, assemble and deliver Carts commensurate with the service levels desired by each Structure.

Describe in detail below in the Contractor's plan for Cart delivery.

- Include the number of Carts that will be delivered per day.
- Specify the number of laborers that will be assigned to this task per day.
- Specify the hours during which Cart delivery is expected to occur each day.
- Specify the number of and days per week Cart delivery will be provided.
- Describe the method of organization and the type of equipment that will be used to deliver the Carts.
- Describe in detail the Contractor's record keeping procedures that will be utilized to assure accurate asset management and customer satisfaction during the Cart delivery process.

EMERGENCY MANAGEMENT PLAN

Provide a detailed plan that includes the procedures to be implemented in the event of the incidents listed here. a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; other emergencies.

This plan will be required to be in the cab of every vehicle used to provide services in the Township.

The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; up to date contact information for the Contractor's responsible personnel; contact information for the Township; instructions on how to contain and mitigate the emergency.

Procedures should be specific to the type of incident.

**COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION O
NON-COLLUSION AFFIDAVIT**

To: Colerain Township, Ohio
Hamilton County, Ohio

William J. Rumpke, Jr.

(Name of Individual)

RUMPKE OF OHIO, INC.

(Company Representing)

BEING DULY SWORN, DOES DEPOSE AND THAT (HE, THEY) RESIDE AT

3990 Generation Drive, Cincinnati, Ohio, 45251

(Residence Address)

AND THAT

RUMPKE OF OHIO, INC.

(Name of Company)

3990 Generation Drive, Cincinnati, Ohio, 45251

(Company Address)

IS THE ONLY ENTITY INTERESTED IN THE PROFITS OF THE PROPOSED CONTRACT FOR THIS PROJECT; THAT THE SAID CONTRACT IS MADE WITHOUT ANY CONNECTION OR COMMON INTEREST IN THE PROFITS THEREOF WITH ANY PERSON MAKING ANY BID OR PROPOSAL FOR SAID WORK; THAT THE SAID CONTRACT IS ON THEIR PART, IN ALL RESPECTS, FAIR AND WITHOUT COLLUSION OR FRAUD; AND, ALSO, THAT NO MEMBER OF THE BOARD OF TRUSTEES, HEAD OF ANY DEPARTMENT OR BUREAU, OR EMPLOYEE THEREIN, OR ANY OFFICER OR EMPLOYEE OF COLERAIN TOWNSHIP, OHIO, IS DIRECTLY OR INDIRECTLY INTERESTED THEREIN.

William J. Rumpke Jr.

Signature

William J. Rumpke, Jr., President

Printed Name/Title

RUMPKE OF OHIO, INC.

Company

Sworn to and subscribed in my presence on this 3rd day of April, 20 26
by the above referenced person on behalf of the contractor or supplier.



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
1-21-2029

Gina M. Schueler
Notary Public

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
SECTION R
AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY
OF PERSONAL PROPERTY TAXES
AND POLITICAL CONTRIBUTIONS

To: Colerain Township, Ohio
Hamilton County, Ohio

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), being first duly sworn, as a condition to be considered for the reward of a contract by Colerain Township, Ohio for William J. Rumpke, Jr. RUMPKE OF OHIO, INC. hereby states that such entity is not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of Hamilton County in which Colerain Township as a tax district has territory and that such entity was not charged with delinquent personal property taxes on any such tax list.

The undersigned, an authorized representative of the below-referenced contractor or supplier/company/entity/individual (as applicable), also further certifies that such entity is in compliance with ORC Section 3517.13(I) or 3517.13(J), whichever is applicable, relative to political contributions to public officials of Colerain Township, Ohio.

In consideration of the award of the above contract, the above statements are incorporated in said contract as covenants of the undersigned contractor or supplier.

William J. Rumpke, Jr.
Signature

William J. Rumpke, Jr. , President
Printed Name/Title

RUMPKE OF OHIO, INC.
Company

Sworn to and subscribed in my presence on this 3rd day of April,
2026 by the above referenced person on behalf of the contractor or supplier.



Gina M. Schueler
Notary Public, State of Ohio
My Commission Expires
1-21-2029

Gina M. Schueler
Notary Public

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Resolution Authorizing the Adoption of Amended Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

Adoption of the Resolution would increase appropriations in the following Funds:

- 1000 - \$57,000 for repairs to the chiller at 4200 Springdale and property and liability insurance fees
- 2021 - \$177,650 for pre-construction costs for Amarillo Court and debt service on prior Ohio Public Works Commission projects and salaries and related costs for employees whose time is split between Funds
- 2081 - \$27,000 for repairs to the chiller at 4200 Springdale
- 3101 - \$575 for annual fees related to the fire bonds for Stations 26 and 102
- 4101 - \$2,148,467 for project closeout costs for Stations 26 and 102

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

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

Motion to Approve a Contract for a Redundant Firewall

Recommend ADOPTION of the Motion.

Rationale:

A second, redundant firewall will allow the Township to continue to operate without interruption, should the primary firewall fail. The firewall is necessary for staff to have access to the internet and Office 365, including email. A redundant server is an important component of a continuity of operations plan, which Township staff are reviewing this year as one of its strategic initiatives.



Colerain Township | Redundant Firewall

Colerain Township

4200 Springdale Road
Colerain Township, OH 45251
United States

Prepared by: SecureCyber

201 Tyler Way
Moraine, OH 45439
United States

Robert Shepherd

rshepherd@colerain.org
5139235007

Cheryl Zammito

Sales Administrator
czammito@secdef.com
+19377394076

Quote created: February 4, 2026

Quote expires: April 30, 2026

Item & Description	Quantity	Unit Price	Total
FortiGate 100F Hardware Plus 3 Year Support FortiGate-100F Hardware plus 3 Year FortiCare Premium and FortiGuard Enterprise Protection	1	\$6,612.00	\$6,612.00
FN-CABLE-SFP+1 10 GE SFP+ passive direct attach cable, 1m for systems with SFP+ and SFP/SFP+ slots. (One-Time Cost)	1	\$58.00	\$58.00
Professional Services - Implementation Provisioning, configuration and on-site installation of: - Redundant Firewall - Pre-Configuration - Implementation - Post-Implementation Support (One-Time Cost)	1	\$5,500.00	\$5,500.00

Summary	
One-time subtotal	\$12,170.00
Total	\$12,170.00

Purchase terms

Upon approval of this Quote, Customer will be invoiced for the Total One-Time Cost(s). Payment is due on receipt.

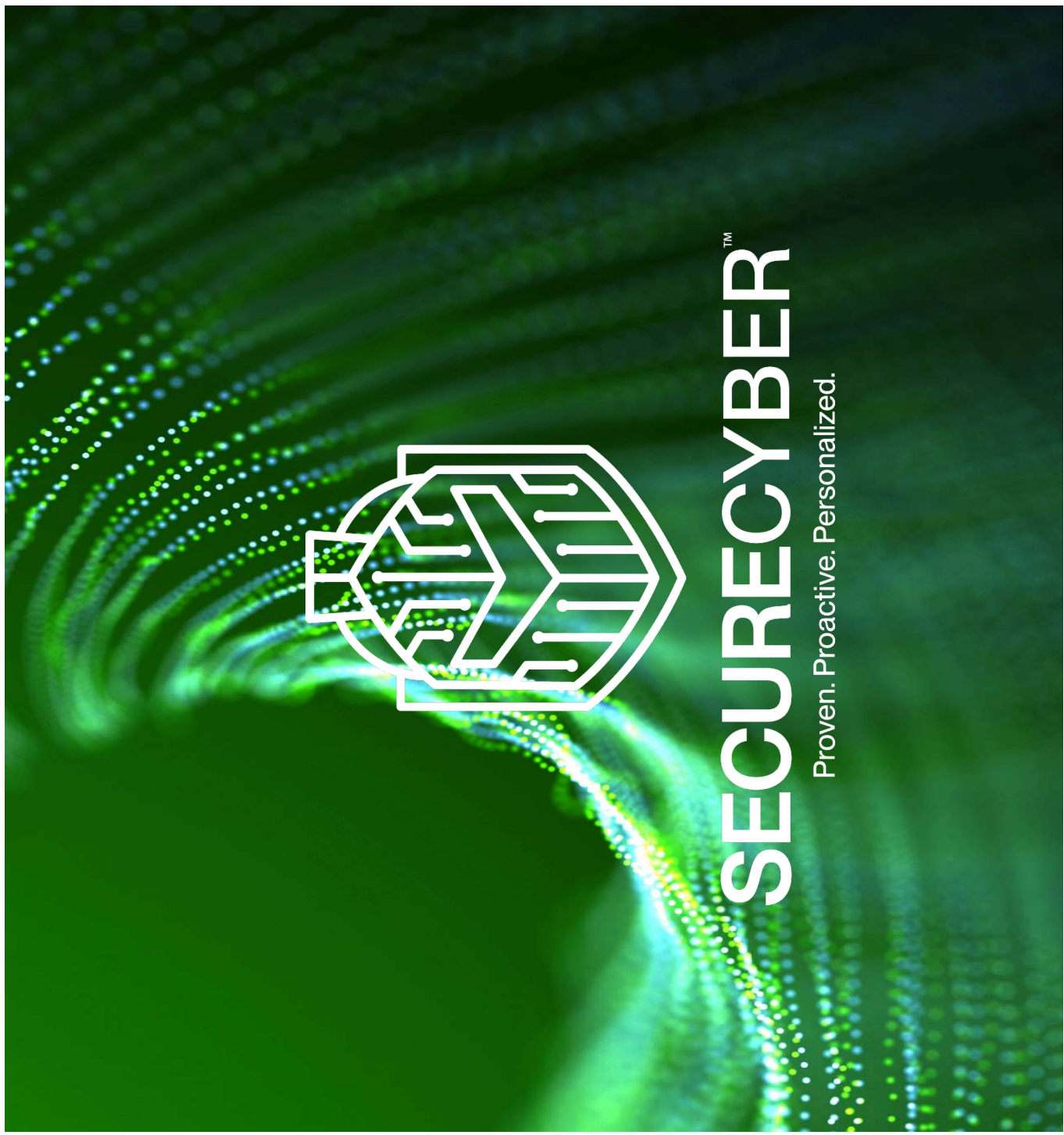
Taxes, shipping, handling, and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. All managed service contracts are a minimum of one (1) year unless otherwise noted. For shipments direct to a customer location, shipping costs will apply, and the cost will be added to the Customer's invoice.

Comments

We appreciate your business. If you have any questions or need assistance, please don't hesitate to reach out.

Signature

Signature	Date
Robert Shepherd	
Printed name	



STATEMENT OF WORK

Colerain Township
Redunant Firewall



This Statement of Work (“Statement of Work” or “SOW”) is entered into and is effective on the date of execution, as set forth below (“Effective Date”), by and between Secure Cyber Defense, LLC (“SecureCyber”) and Colerain Township (“Customer”). If any, the Appendix(es) to this SOW shall be deemed to be a part hereof. This Statement of Work is governed by the terms and conditions of the Master Services Agreement (“MSA”), which is incorporated herein by reference. The MSA is available at the following URL: <https://services.secdef.com/business-client-terms>

Engagement Resources

The following is a list of SecureCyber contacts. For questions/requests regarding the implementation of equipment and services, please reach out to the Project Manager. For anything other, please contact the corresponding department, as follows:

Role	Phone	Email
Account Manager	937-388-4405, Opt. 3	sales@secdef.com
Accounting	937-388-4405, Opt. 2	accounting@secdef.com
Project Manager	937-388-4405, Opt. 1	projects@secdef.com

Network Services

HQ

Firewall – FortiGate 100F (1)

- Firmware updates to the current recommended version
- Initial system configuration according to best practice
- High Availability configuration using FortiGate Clustering Protocol (FGCP) – *with existing customer 100F*

Support

- On-site Installation - not to exceed eight (8) hours
- Post Implementation Support - not to exceed four (4) hours

Documentation

- Creation of FortiGate wiring diagram

Customer Responsibilities

Network Services

- Management and configuration of all non-Fortinet network devices
- Any mounting hardware not part of standard Fortinet packaging (cage nuts, brackets, etc.)
- Cable management
- Photos and cable tracing/documentation





- All end-user and premise cabling
- Provide an appropriate maintenance window for cutover
- Provide personnel or vendors required to perform all onsite tasks
- Provide read-only access/configurations for all network devices
- sourcing and ensuring compatibility of any Fortinet-certified transceivers or other network components not included in the accompanying quote
- Required configuration changes to the system outside of SecureCyber control (i.e., DNS records, firewall rules, etc.)
- Sourcing and ensuring compatibility of any Fortinet-certified transceivers or other network components not included in the accompanying quote. If the customer chooses to supply their own SFPs, transceivers, or other components, the customer assumes all responsibility for compatibility, performance, and any resulting support or warranty limitations.

Declined Services

If the customer declines any recommended products or services, the customer assumes all responsibility for any resulting issues, limitations, or additional costs. SecureCyber is not liable for performance, support, or warranty concerns arising from declined recommendations or omitted services. Any additional troubleshooting or remediation required due to these choices will be outside the scope of SecureCyber's standard services and may incur additional charges.

98

The following recommended products/services have been declined by the customer:

- N/A

General Assumptions and Caveats

- All work will be performed remotely and during normal business hours of Monday-Friday, 8 am-5 pm Eastern Time, excluding SecureCyber-observed holidays, unless otherwise negotiated and noted in this SOW.
- All travel and expenses incurred will be billed separately.
- Time outside of this window will be billed at 1.5 standard labor rate.
- Changes to this SOW identified during this project will require a Project Change Management Form that could affect the schedule, milestone, or cost of the project.
- Any alteration in the solution or compression in the initial installation schedule due to site conditions may result in a project change control.
- Time estimates for the implementation of the solution do not include the time required for the customer change control process.
- Customer change control or process delays that impact the time and level of effort to deliver The end solution will incur a Change Order for the time difference.
- Dependent equipment and furnishings are assumed to be available at the Customer site at the time needed for implementation. Delays in dependent items are the cause of an excusable delay to the project schedule.
- SecureCyber estimates the effort to perform the work and the fees to complete the project if no failures exist in any part of the dependent environment that will delay or impede successful implementation.





- SecureCyber will not perform troubleshooting or repair of failing or underperforming dependent systems as a part of this SOW, but can provide these services at the customer's request as a separate engagement.
- All Project requests and changes must be communicated and negotiated with SecureCyber in writing. SecureCyber Deployment Personnel are specifically instructed not to accept Customer requests that have not been documented and communicated to them through authorized SecureCyber personnel.
- Schedule changes may result in an uplift of charges. The customer will make no changes to the related elements of the environment without the consent of SecureCyber throughout the course of the project.
- Ground freight to the job site is included. If material needs to be expedited at no fault of SecureCyber Communications, expedited freight charges will be passed along to the customer.

Performance Locations and Hours of Operation

SecureCyber shall perform the services required under this SOW during the following hours:

- Monday-Friday, 8 am-5 pm Eastern Time (excluding SecureCyber-observed holidays)

Project Management

A dedicated Project Manager will be assigned for this engagement. All correspondence, scheduling, information, or issues should be directed to the Project Manager via email.

Project Timeline

The Project Manager will contact all listed resources and schedule a project kickoff call. This call aims to identify required resources and discuss the timeline for equipment delivery, configuration, and installation applicable to this engagement. These estimated timelines will be followed unless specified and agreed upon between SecureCyber and Customer to the extent possible.

The customer acknowledges that timely access to personnel, equipment, and software is crucial to completing this SOW. Should the project stall, due to Client availability, for more than 2 (Two) weeks, the Account Manager will contact the primary POC listed below by phone to reestablish next steps. Projects that stall for more than 3 (Three) weeks will be subject to updated timelines imposed by the current SecureCyber workload, and the project will be put "On Hold" until SecureCyber resources are available to resume.

Location

SecureCyber will perform work from/at the location(s) specified in the Scope/Deliverables above. If not specified, the work will be performed remotely. When travel is required, the Customer will be invoiced for travel time and out-of-pocket expenses, including, but not limited to, airfare, meals, lodging, ground transportation, mileage, and any other applicable business expenses. Such costs will be itemized and invoiced separately.

Digital Forensics

SecureCyber will investigate and respond to alarms/alerts and cyber threats for the services/solutions the Customer has subscribed to. During the investigation of an alarm/alert and cyber threat, SecureCyber believes a compromise has occurred, giving rise to a recommendation to the Customer for Digital Forensics. If the Customer requests Digital Forensics, those services are NOT included in this SOW. The fees for forensic review will be calculated and quoted separately to the Customer on a per-incident basis. SecureCyber encourages all our customers to obtain retainer



services from SecureCyber for these types of situations.

General and Additional Terms

Additional Terms. SecureCyber’s Master Services Agreement (“MSA”) applies to all transactions between Customer and SecureCyber regarding the services under this SOW and any additional order forms or statements of work. The MSA is available for your review at <https://services.secdcf.com/business-client-terms>. To the extent the services under this SOW include External Cybersecurity Penetration Testing, such services are subject to our Rules of Engagement for Penetration Testing, which are for your review at <https://services.secdcf.com/business-client-terms> (collectively, with the MSA, the “Terms and Conditions”). The terms of the Terms and Conditions are hereby incorporated by reference into this SOW as if fully set forth herein. In the event of any conflict between the terms of this SOW and the Terms and Conditions of the MSA, the terms and conditions of the MSA shall control, except to the extent this SOW expressly states otherwise. THIS SOW IS SUBJECT TO THE TERMS AND CONDITIONS AND ALL APPLICABLE LAWS AND REGULATIONS. YOUR SIGNATURE BELOW CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS.

Governing Law. This SOW shall be governed, construed, and enforced by the laws of the State of Ohio, excluding its conflict of law provisions. The Parties agree that the exclusive jurisdiction of any lawsuit related to or arising under this SOW shall be in the state and federal courts of Montgomery County, Ohio.

Counterparts. This SOW may be executed in two or more counterparts, each of which shall be deemed an original and constitute the same instrument. An electronic signature shall be deemed an original for this SOW, and it shall be given the same effect as an original signature.

IN WITNESS, the parties hereto have caused this SOW to be effective as of the day, month, and year as first written below.

COLERAIN TOWNSHIP

Signature: _____
Name: Robert Shepherd
Title: IT Director
Date: _____

SECURE CYBER DEEFENSE, LLC

Signature: 
Name: Shawn Waldman
Title: Chief Executive Officer
Date: 2/4/2026

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Donation Acceptance — Department of Fire and EMS — Cincinnati Moose Lodge #2 — \$2,121.67 (Checks)
Recommend approval of all consent items.

Rationale:
Colerain Township Department of Fire and EMS is grateful for a \$2,121.67 donation from Cincinnati Moose Lodge #2.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Donation Acceptance - Police Department - The Matt Haverkamp Foundation - \$10,000
No action is requested of the Board.

Rationale:
Recommend approval of all consent items.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Promotion - Police Sergeant - Police Department - Adam Wood - \$49.38
Recommend approval of all consent items.

Rationale:
The position of Sergeant was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Adam Wood.

The wage for this job is \$49.38 per hour for 40 hours per week.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Promotion - Full-Time Firefighter/EMT - Department of Fire and EMS – Alexander Glueck - \$23.24 per hour
Recommend approval of all consent items.

Rationale:

The position of Firefighter/Paramedic was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individual:

- Alexander Glueck

The wage for this job is \$23.24 per hour. Contingent upon Board approval, Alexander Glueck would be eligible to begin work on April 12, 2026.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

New Hire - Police Cadet - Police Department - Jonathan M. Wohlfrom - \$27.50

Recommend approval of all consent items.

Rationale:

The position of Police Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Jonathan M. Wohlfrom.

Jonathan comes to the Police Department as a new hire who is currently expected to attend Butler Tech Police Academy in May 2026. Jonathan will start with the Police Department as a Police Recruit. He will hold this role of Police Recruit until completion of the required OPOTA courses and the final state test.

The wage for this job is \$27.50 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work after April 14, 2026.

Upon passing the state of Ohio OPOTA test, Jonathan will assume the role of a Police Officer. The 2026 wage for this job is \$38.10 per hour for 40 hours per week..

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

New Hire - Part-time Firefighter/Paramedic - Department of Fire and EMS - \$19.65 hour

Recommend approval of all consent items.

Rationale:

The position of Part-Time Firefighter/Paramedic was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individual:

- Nathan Lockwood

The wage for this job is \$19.65 per hour for less than 30 hours per week. Contingent upon Board approval, they would be eligible to begin work on April 12, 2026.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

New Hire - Part-time Firefighter/EMT - Department of Fire and EMS - \$18.29 hour

Recommend approval of all consent items.

Rationale:

The position of Part-Time Firefighter/EMT was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individuals:

- Corey Jones EMT-B
- Jeremiah Baxter EMT-B
- Colin Anthony-Ruckel EMT-B
- Ethan Singleton EMT-B
- Hannah Wolfenbarger EMT-B
- Thomas Tekulve EMT-B
- William Parker EMT-B

The wage for this job is \$18.29 per hour for less than 30 hours per week. Contingent upon Board approval, they would be eligible to begin work on April 12, 2026.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

New Hire - Seasonal Fire Hydrant Maintenance Worker II - Department of Fire and EMS - \$17.74

Recommend approval of all consent items.

Rationale:

The position of Seasonal Fire Hydrant Maintenance Worker was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individuals:

- Clayton Kugler
- David Spencer

The wage for this job is \$17.74 per hour, and the applicant will work less than 30 hours per week. Contingent upon Board approval, they would be eligible to begin work on April 12, 2026.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Hamilton County - Free Use of Gun Range
Recommend approval of all consent items.

Rationale:
The attached agreement will allow our police department to have free use of the gun range.

On Motion of Ms. Simon and seconded by Ms. Reece, the following Resolution was adopted...

A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS, HAMILTON COUNTY, OHIO AND COLERAIN TOWNSHIP, OHIO REGARDING USE OF THE HAMILTON COUNTY REGIONAL SAFETY COMPLEX

WHEREAS, the Board of County Commissioners of Hamilton County, Ohio (the "Board" or "County") is constructing the Hamilton County Regional Safety Complex ("RSC") located at 9500 East Miami River Road, Colerain Township, Ohio 45247, which, upon completion, will be owned and operated by the Board; and

WHEREAS, the RSC, located in Colerain Township, includes firearms training facilities intended for use by County agencies and other governmental law enforcement partners; and

WHEREAS, the Colerain Township Police Department is required to comply with annual firearms qualification standards established by the Ohio Peace Officer Training Academy (OPOTA) for all sworn officers; and

WHEREAS, the County desires to permit limited use of the RSC by Colerain Township for official law enforcement firearms training purposes under terms protective of the County; and

WHEREAS, the Board wishes to allow the Colerain Township Police Department to use the Regional Safety Complex without paying a usage fee, while Colerain Township will be responsible for all other costs or fees associated with its training activities; and

WHEREAS, the use of the Regional Safety Complex by Colerain Township will provide mutual benefits to both Colerain Township and Hamilton County.

NOW, THEREFORE, BE IT RESOLVED that the County authorizes the County Administrator to enter into an agreement in substantially the form as attached between the BOCC and Colerain Township for use of the Regional Safety Complex without paying a use fee, as more specifically detailed in the attached Agreement, and to execute any related documents necessary to effectuate this agreement.

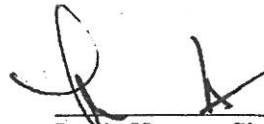
ADOPTED at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, in session this 19th day of March 2026.

Ms. Summerow Dumas Yes Ms. Reece Yes Ms. Drieaus Yes

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution adopted by the Board of County Commissioners of Hamilton County, Ohio, this 19th day of March 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Board of County Commissioners of Hamilton County, Ohio, this 19th day of March 2026.



Leslie Hervey, Clerk
Board of County Commissioners
Hamilton County, Ohio

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY
COMMISSIONERS, HAMILTON COUNTY, OHIO AND COLERAIN TOWNSHIP
REGARDING THE USE OF THE HAMILTON COUNTY REGIONAL SAFETY
COMPLEX**

This Memorandum of Understanding ("MOU" or "Agreement") is entered into as of April 1st, 2026, by and between the Board of County Commissioners of Hamilton County, Ohio ("BOCC" or "County"), a political subdivision of the State of Ohio, and Colerain Township, Ohio ("Township"), a political subdivision of the State of Ohio. The BOCC and Township may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Board of County Commissioners of Hamilton County, Ohio (the "Board" or "County") is constructing the Hamilton County Regional Safety Complex ("RSC") located at 9500 East Miami River Road, Colerain Township, Ohio 45247, which, upon completion, will be owned and operated by the Board; and

WHEREAS, the RSC, located in Colerain Township, includes firearms training facilities intended for use by County agencies and other governmental law enforcement partners; and

WHEREAS, the Colerain Township Police Department is required to comply with annual firearms qualification standards established by the Ohio Peace Officer Training Academy (OPOTA) for all sworn officers; and

WHEREAS, the County desires to permit limited use of the RSC by Colerain Township for official law enforcement firearms training purposes under terms protective of the County; and

WHEREAS, the Board wishes to allow the Colerain Township Police Department to use the Regional Safety Complex without paying a usage fee, while Colerain Township will be responsible for all other costs or fees associated with its training activities; and

WHEREAS, the use of the Regional Safety Complex by Colerain Township will provide mutual benefits to both Colerain Township and Hamilton County.

NOW, THEREFORE, BE IT RESOLVED the Parties agree as follows:

I. BACKGROUND

The County owns and operates a firearms training facility within the jurisdictional boundaries of the Township. In recognition of the Township's role in supporting and hosting this facility, the County will not charge the Township a facility usage fee for police department OPOTA-mandated training hours; however, the Township shall be responsible for all other costs associated with Township police training, including but not limited to weapons, ammunition, targets, and other consumable or operational items.

II. PURPOSE AND SCOPE OF USE

- A. **Use of Firing Range at Regional Safety Complex.** County shall make the firing range and other training facilities at the Regional Safety Complex available for use by the Township on dates and times mutually agreed upon by both parties. While the County shall make every reasonable effort to accommodate the Township's requested schedule, priority shall be given to County's own use, and County shall retain final authority over the training schedule.
- B. **Eligible Uses of Firing Range at Regional Safety Complex.** Township shall only be permitted to use the firing range and other training facilities at the RSC for law enforcement training and qualification. Any other use must be approved, in writing, by County in advance of the use.
- C. **Term.** This MOU shall remain in effect for a period of ten (10) years from the Effective Date, provided the RSC remains in operation. Upon expiration of the initial term, this MOU shall automatically renew for successive ten (5) year terms unless either Party provides written notice of its intent not to renew at least ninety (90) days prior to the expiration of the then-current term, and provided the RSC remains in operation. Any notice of non-renewal by the County shall include the reason or reasons for not renewing this MOU. County may terminate this MOU for convenience upon ninety ((90) days written notice.
- D. **Costs and Damage.** The County shall not charge the Township any rental or facility usage fees for use of the firing range and other training facilities at the RSC, provided such use falls within the approved purposes identified in Section 2. The Township shall be solely responsible for all other associated costs, including but not limited to the provision of weapons, ammunition, targets, and any other consumable or operational items necessary for training. The Township shall be responsible for the cost of repair or replacement of County property damaged as a result of Township's use, excluding ordinary wear and tear as determined by County,
- E. **Rules and Authority.** The Township agrees to comply with all posted rules, regulations, and safety protocols governing the use of the firing range and other training facilities at the RSC. Township shall ensure all training is supervised by properly certified law enforcement firearms instructors and that a qualified Range Master is present during all live-fire activities. The County retains full and exclusive authority to interpret and enforce these rules. Failure by the Township or its personnel to adhere to any rule or regulation may result in the immediate removal of individuals, suspension of access, or termination of this MOU, at the County's sole discretion.

III. Insurance and Liability.

The Township shall, at its sole expense, procure and maintain for the duration of its use of the Hamilton County Firearms Range the following insurance coverage, which shall apply to all activities and personnel involved in the use of the facility:

A. Commercial General Liability Insurance

- Minimum Limits:
 - \$1,000,000 per occurrence
 - \$3,000,000 general aggregate
 - Umbrella or Excess Liability Insurance
 - Minimum Limits: \$2,000,000 per occurrence and aggregate
 - Coverage shall apply over Commercial General Liability, Employers' Liability, and Law Enforcement Liability policies.
- Coverage shall include, but not be limited to: bodily injury, property damage, personal injury, and contractual liability.
- Hamilton County, Ohio, including its Board of County Commissioners, officers, employees, and agents, shall be named as Additional Insureds on the Commercial General Liability and Umbrella policies with respect to the Township's use of the facility.. Policy shall be primary and non-contributory with respect to any insurance or self-insurance maintained by Hamilton County.
- Coverage shall not exclude law enforcement training, firearms discharge, or tactical training activities.

B. Workers' Compensation and Employers' Liability Insurance

- In accordance with the laws of the State of Ohio.
- Employers' Liability minimum limits:

- \$500,000 per accident

C. Law Enforcement Liability or Public Officials Liability Insurance

- If any armed law enforcement officers will be present during use:
 - Minimum Limits: \$1,000,000 per occurrence
 - Policy must include coverage for firearm-related incidents and training activities.
- Coverage shall apply to firearm discharge, training exercises, and law enforcement tactical activities.

D. Certificate of Insurance

- The Township shall provide Hamilton County with certificates of insurance evidencing the required coverage prior to any use of the range.
- All certificates shall contain a provision that coverage afforded under the policies will not be canceled, non-renewed, or materially changed without at least 30 days' prior written notice to Hamilton County.

IV. Indemnification

- A. Each Party shall be responsible for the acts and omissions of its own officers, employees, agents, and participants in connection with its use of the firing range and other training facilities at the Hamilton County Regional Safety Complex.
- B. To the extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party, its officers, employees, and agents from and against any claims, damages, losses, or expenses arising out of or resulting from the negligent acts or omissions of that Party, its officers, employees, or agents in connection with activities conducted under this Agreement.
- C. Nothing in this Agreement shall be construed to waive, limit, or otherwise affect any governmental immunity or defenses available to either Party under Ohio law, including but not limited to Chapter 2744 of the Ohio Revised Code.

IV. Waiver of Subrogation

- A. The Township's insurance policies shall include a waiver of subrogation in favor of Hamilton County.

B. Entire Agreement

This MOU constitutes the sole and entire agreement and understanding of the Parties.

C. Amendments

This MOU shall not be amended or modified in any manner except by an instrument in writing signed by the Parties.

D. Counterparts

This MOU may be executed in one or more identical counterparts, which taken together shall constitute one and the same MOU. Faxed or copied signatures shall be operative.

E. Binding Agreement

This MOU shall be binding on and shall inure to the benefit of the Parties and their respective heirs, administrators, executors, legal representatives, agents, successors and assigns.

F. Dispute Resolution

In case of a dispute arising out of this MOU, the Parties agree to resolve the matter amicably through negotiation. Should negotiation fail, the Parties will consider non-binding mediation before seeking legal remedies. This MOU shall be governed by Ohio law, and any action relating to this MOU shall be brought only in a federal or state court of competent jurisdiction and venue in Hamilton County, Ohio.

G. Severability

Should any part of this MOU be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOU will not be affected and will continue to be valid and enforceable to the fullest extent permitted by law or equity.

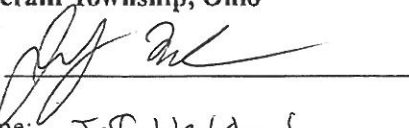
IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date written below, and it is effective as of the last date of execution.

Board of County Commissioners**Hamilton County, Ohio**By: 

Name: Jeff Aluotto

Title: Hamilton County Administrator

Date: 3/19/20

Colerain Township, OhioBy: 

Name: Jeff Weckbach

Title: Administrator

Date: 03/31/20

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Dynegy - Commercial Aggregation for Township Accounts
Recommend approval of all consent items.

Rationale:
The attached agreement is for electric supply for all Township facilities. It is with Dynegy at a rate of \$0.08297 per kWh and runs through May of 2028.



ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: April 2, 2026

This offer is presented to **COLERAIN TOWNSHIP** ("Customer") by **DYNEGY ENERGY SERVICES EAST, LLC** ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1							
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):	Voluntary EFEC Quantity (%):	*Bill Method
	Q-01005507	May 2026	May 2028	\$0.08297	N/A	N/A	UCB
Utility:			Duke Energy				
Regional Transmission Organization (RTO):			PJM				
Broker Consultant (If blank, N/A):			Energy Alliances, Inc				

***Detailed description of the bill method can be found in Section 4.**

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, or Voluntary EFECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Voluntary EFEC Charge: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary EFEC Quantity requested by Customer.

Emission Free Energy Certificates: Supplier agrees to provide emission free energy supply based on Customer's specified percentage as set forth herein. Emission free energy supply may be provided through an Emission Free Energy Certificate ("EFEC"), an Alternative Energy Certificate ("AEC"), a Zero Emission Certificate ("ZEC"), or any other recognized instrument representing emission free energy, collectively a "Certificate." Each Certificate represents the environmental and fuel diversity attributes of one megawatt-hour of electricity generated by an eligible emission free source. Certificates will be provided in an amount equivalent to the value shown in Table 1 of the Customer's actual net usage over the term of the Agreement. Upon written request from Customer, Supplier will provide Customer with an attestation that (a) Certificates were generated in an amount equivalent to the percentage of Customer's actual net usage as provided herein, and (b) each Certificate has not been previously contracted and cannot be claimed by any other customer. The Certificate may be provided from the obligation year or an earlier vintage year. Customer shall be entitled to (i) identify, and (ii) make marketing claims regarding the purchase of Certificates under this Agreement only after Supplier has reviewed and provided its written

consent. Notwithstanding the foregoing, Customer understands the physical output and associated electrons from the generation source of the Certificates may not be generated on the same electric grid as the Customer's premises.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

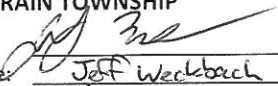
Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

Customer represents that each Account receives electric service pursuant to a nonresidential tariff, as defined by the Utility, and each Account has a demand for electricity that exceeds twenty-five kilowatts within the last twelve months as of the time of execution of this Agreement or, if Customer manages multiple electric meters, within the last twelve months the electricity demand for at least one of the meters is twenty-five kilowatts or more.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

DYNEGY ENERGY SERVICES EAST, LLC By: _____ Name: _____ Title: _____ Date: _____	COLERAIN TOWNSHIP By:  Name: <u>Jeff Weckbach</u> Title: <u>Administrator</u> Date: <u>4/3/26</u> **Signatory certifies authorization to enter in to this Agreement
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BILLING AND NOTICE INFORMATION

FEIN or DUNS#: _____

☐ Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3- 01.

If applicable, see Section 4 of the Terms & Conditions for below:

☐ Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.**Invoices****(Complete below section)****Notices**

Attn: Accounts Payable
Address: 4725 SPRINGDALE RD
CINCINNATI
OH 45251
E-mail: _____
Phone: _____

Attn: Jeff Weckbach

Address: 4725 SPRINGDALE RD
CINCINNATI , OH 45251E-mail: jweckbach@colerain.org

Phone: (513) 923-5000

Sales Contact

Name: Derek R King
Address: 312 Walnut Street, Ste 1500
Cincinnati
OH 45202
E-mail: derek.king@vistracorp.com
Phone: (859) 486-4032

Notices/Inquires

Attn: Customer Care

Address: 6555 Sierra Drive
Irving
TX 75039E-mail: DESBusinessCare@vistraenergy.com

Phone: 800-920-5039

Upon dual execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to Supplier. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. In the event the Utility notifies Supplier that meters are required to be added and/or deleted to Customer's account due to regulatory rules and/or regulations Supplier is authorized to add and/or delete such meters on Customer's account. Deleted meters may be subject to Early Termination payments as referenced in Section 14. If such addition of meter requires a modification of Customer's rate, Supplier shall 1) provide written notice to Customer; and 2) any new meters added will be subject to a Variable Rate until a mutual agreement is reached on the new rate for such additional meters. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer's Utility may charge switching fees to the customer. Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to the full extent allowed by law to hold Supplier harmless from any liability, demand, or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the

Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month ("Variable Rate"). If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will separately issue an invoice for Retail Power via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided ("Dual Billing"). Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges ("Single Bill Option (SBO)"), in which case the Due Date shall be twenty-one (21) days. All payments shall be made via an electronic method or check to the account specified on each invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays. Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges ("Consolidated Billing (UCB)"). Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure

to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for Consolidated Billing from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer will make payments to Supplier in the terms described above in Supplier billing. Each of Supplier and Customer reserves the right to convert Customer from Consolidated Billing to Dual Billing, or from Dual Billing to Consolidated Billing if such a conversion will facilitate more timely billing, collections, and/or payment. If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to the full extent allowed by law to hold Supplier harmless from any liability, demand, or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For

purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force

Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early

Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price (plus all other charges found in Table 1) minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price minus the Power Price (plus all other charges found in Table 1) multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the

provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term or Accounts added during the Term (a "Change in Consumption"). In the event a Change in Consumption exceeds (i) 2% of Customer's total aggregate monthly consumption of Retail Power at its Accounts when Customer is self-generating, or (ii) if, during the Term, Customer's actual monthly usage for two consecutive calendar months materially differs (i.e., increases or decreases by more than 25%) from the monthly contract quantities used in calculating Customer's pricing found in Table 1 of Exhibit A for each such month, (i) and (ii) shall each be considered a "Material Change in Consumption". Upon written request the monthly contract quantities can be provided to Customer. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement. A Change in Consumption will include electricity at any Account(s) from any source

(including self-generation) except for Retail Power sold by Supplier under this Agreement. Notwithstanding the foregoing, Customer may (i) self-generate up to 2% of Customer's total aggregate monthly consumption of Retail Power at its Accounts, (ii) consume electricity from emergency generation during power outages at the Account(s) and for purposes of testing such emergency generation, and (iii) self-generate in response to grid reliability programs managed or administered by the RTO, Supplier, or Customer's Utility. For clarity, Customer may participate in the Utility's net metering program if Customer has been enrolled and accepted by the Utility as of the date of the Agreement. The foregoing shall not be construed to relieve Customer from its obligation to purchase Retail Power as otherwise provided in this Agreement. When there is a Material Change in Consumption, then, upon written notice

from one Party to the other Party, the Parties agree to (i) work in good faith with one another to reasonably adjust the remaining contract quantities for such Term on a forward basis, and (ii) pass through any credits or costs as reasonably determined by Supplier associated with effectuating such adjustment. Additionally, Supplier may charge Customer a settlement in accordance with the calculations set forth in Section 14 and/or adjust the Contract Price for such adjustment.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

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

Contract - Dynegy - Residential Aggregation - 10.299 cents/kWh
Recommend approval of all consent items.

Rationale:
At the March 2026 Board of Trustees meeting, the Trustees authorized the Township Administrator to enter into a residential aggregation program at a rate less than the "rate to compare" with Duke Energy. The rate to compare with Duke Energy is 10.5 cents per kWh. The rate on this agreement is 10.299 cents/kWh.

AMENDMENT TO THE MASTER AGREEMENT
TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES
BY AND BETWEEN
COLERAIN TOWNSHIP, OHIO
AND
DYNEGY ENERGY SERVICES EAST, LLC
D/B/A DYNEGY ENERGY SERVICES, LLC

THIS AMENDMENT TO THE MASTER AGREEMENT TO PROVIDE ELECTRIC GENERATION SUPPLY AND RELATED SERVICES (the “Amendment”) effective as of **April 10, 2026**, (the “Effective Date”) is entered into by and between **DYNEGY ENERGY SERVICES EAST, LLC**, (“DESE”) and **COLERAIN TOWNSHIP, OHIO** (the “City”). DESE and the City may each be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, DESE and the Township have entered into that certain Master Agreement to Provide Electric Generation Supply and Related Services, dated May 29, 2010, and as amended to date, (the “Agreement”); and

WHEREAS, DESE and the Township desire to amend the Agreement to: (i) extend the Term, and (ii) agree on the rate that the Customers will pay for electric generation service provided by DESE under the Electric Aggregation Program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Term of the Agreement is modified by extending through the selected meter read end date as listed on the Attachment(s) to this amendment.
2. Attachment A and B to the Agreement shall be deleted in its entirety and replaced with Attachment A and B attached to this Amendment.
3. All capitalized terms not defined herein shall have the same meaning ascribed to such term in the Agreement.
4. In all other respects the above-referenced Agreement is not modified by this Amendment. All other terms and conditions of the above-referenced Agreement not expressly modified in this Amendment shall remain in full force and effect.
5. This Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf), and the Parties agree

that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

6. This Amendment is binding on and inures to the benefit of DESE and Township and their respective successors and permitted assigns.

IN WITNESS WHEREOF, DESE and the Township have executed this Amendment effective as of the Effective Date set forth above.

TOWNSHIP:

Colerain Township, Ohio

By: Jeff Weckbach

Name: Jeff Weckbach

Title: Administrator

DESE:

Dynegy Energy Services (East), LLC

By: _____

Name: Sam Morgan

Title: Sr. Director Government Aggregation

CERTIFICATE: 06-131E DATE: January 12, 2026

ATTACHMENT A

BILLING RATES

DESE will provide retail electric generation service during the term of this Agreement at the following Billing Rates:

Colerain Township: Initial ONE box below to Elect Term and Price		
<i>2W</i>	Retail Power Price	Delivery Term: 18 months
	\$0.10299/kwh	June 2026 meter read date through December 2027 meter read date

ATTACHMENT B**(100% Renewable Energy Program Option)**

This is an OPTIONAL “OPT-IN” offer. Eligible residents and small businesses must contact DESE directly to enter this Green Energy Program.

Colerain Township: Initial box below to Elect Term and Price		
<i>JW</i>	Retail Power Price	Delivery Term: 18 months
	\$ 0.1054/kwh *	June 2026 meter read date through December 2027 meter read date

*The Retail Power Price shall be associated with the generation of electricity from a renewable energy resource on Customers’ behalf, such that the percentage shall equal 100%. The Retail Power Price indicated above reflects energy that is procured from 100% renewable resources and will be made available to Customers upon request.