COLERAIN
EST. 1794

Regular Meeting of the Board of Trustees - June 8

June 8, 2021

1. **Opening of Meeting**
2. **Executive Session** 6:00 PM
3. **Pledge of Allegiance** 7:00 PM
4. **Meditation (Moment of Silence)**
5. **Fiscal Office** – Approval of Minutes
6. **Presentations**
    a. Swearing in of Police Sergeant
    b. Swearing in of New Police Officer
    c. Presentation of Retirement Proclamation to Assistant Fire Chief Grant C. Burns
    d. Proclamation Recognizing the Exemplary Service of Tom Reininger to our Community
7. **Citizens Address**
8. **Administrative Reports**
9. **Trustees' Report**
10. **New Business**

Public Safety

a. Motion to Authorize Township Administrator to Execute Agreement with Huntington Bank
b. Motion to Sell Impounded and Unclaimed Vehicles at Auction

Public Services

a. Motion to Approve a Township Tree Resolution and Street Tree Policy

Development

a. Resolution Approving Rezoning at Clara Ave (Revised)

Administration

a. Motion to Authorize Township Administrator to Execute Contract with Urban Fast Forward for the Production of a Strategic Reinvestment Plan for Groesbeck.
b. Discussion and Potential Action - Public Private Partnerships - Station 26
c. Motion to Authorize Township Administrator to Execute an Agreement with Anthem for Health Insurance for 2021-2022 Plan Year
d. Motion to Authorize Township Administrator to Execute an Agreement with the Standard for EAP, Long Term Disability, and Short Term Disability for 2020-2021 Plan Year

e. Resolution Establishing a Self Insurance Fund

f. Motion to Authorize Township Administrator to Execute Personal Services Agreement with Martin Kohler for Professional Planning Services

11. Old Business

12. Consent Items

a. Donation Acceptance - Police Department - $1,000

b. Donation Acceptance - Fire & EMS Department - $1,000

c. New Hire - Part-time Records Clerk - Police Department

d. New Hire - Development Officer - Development Department

e. Donation Acceptance - Police and Fire Departments - $300 & $300

13. Fiscal Office Report

14. Executive Session – if needed

15. Adjournment

PRESENTATIONS

Department:	Police
Department Director:	Mark Denney, Police Chief

Swearing in of Police Sergeant

Swearing in of Sergeant Jon Middendorf

Rationale:

PRESENTATIONS

Department:	Police
Department Director:	Mark Denney, Police Chief

Swearing in of New Police Officer

Rationale:

Chief Denney will be swearing in New Police Officer Summer Jenkins

PRESENTATIONS

Department:	Fire
Department Director:	Allen Walls, Fire Chief

Presentation of Retirement Proclamation to Assistant Fire Chief Grant C. Burns

Presentation by Chief of Department Allen Walls for Retirement Proclamation to Assistant Fire Chief Grant C. Burns

Rationale:

Recognize retired Assistant Fire Chief Grant C. Burns after nearly 37 years of service to the community.

PROCLAMATION FOR
ASSISTANT FIRE CHIEF GRANT C. BURNS
FOR HIS YEARS OF DEDICATED SERVICE
TO COLERAIN TOWNSHIP, OHIO

COLERAIN
EST. 1794

Whereas Assistant Fire Chief Grant C. Burns was hired on October 6th of 1984 as an employee of the Colerain Township Department of Fire and Emergency Medical Services; and

Whereas Assistant Fire Chief Grant C. Burns has demonstrated professionalism, allegiance, service, commitment and excellence through his contributions as a firefighter, emergency medical technician, lieutenant, captain, assistant chief, leader, mentor, 2020 Ohio fire officer of the year, and friend during his tenure with the Department; and

Whereas Assistant Fire Chief Grant C. Burns retired on May 14th, after nearly 37 years of commendable dedication to providing fire protection, emergency medical, and community risk reduction services to the Colerain Township community.

Therefore, be it resolved, that the Colerain Township Board of Trustees recognizes Assistant Fire Chief Grant C. Burns as an outstanding employee and that he contributed greatly to our community during his long tenure of public service.

Be it further resolved that in recognition of all that Assistant Fire Chief Grant C. Burns has done for Colerain Township, the Colerain Township Board of Trustees hereby proclaim Tuesday, June 8th, 2021, as a special day of recognition for Grant C. Burns to acknowledge his contributions to our community and wish him continued success in retirement.

Raj Rajagopal Trustee	Dan Unger Trustee	Matt Wahlert Trustee

Date: June 8th, 2021

PRESENTATIONS

Department:	Administration
Department Director:	Geoff Milz, Administrator

Proclamation Recognizing the Exemplary Service of Tom Reininger to our Community

Rationale:

PROCLAMATION RECOGNIZING JUNE 8, 2021 AS TOM REININGER DAY IN COLERAIN TOWNSHIP

Hamilton
.....*County, Ohio*
Colerain
Be It Proclaimed *by the Township Trustees of* .....*Township, that*

WHEREAS, Tom Reininger served on the Colerain Township Board of Zoning Appeals for over seventeen years, serving five years as Chairman, three years as Vice-Chairman and four years as Secretary; and

WHEREAS, Tom is a skilled mediator who treated all applicants, board members and staff with kindness and respect, whose primary concern has always been for the benefit of the Township; and

WHEREAS, Tom served 25 years on the Board of the Hamilton County Soil and Water Conservation District, and was inducted into the Ohio Federation of Soil and Water Conservation District's Supervisor Hall of Fame; and

WHEREAS, Tom owns and operates the Walnut Creek Stables on Lick Road in Colerain Township, which is a very popular and well known stable; and

WHEREAS, Tom is the consummate professional who is respected by his peers for his devotion to the community and his family. Colerain Township is proud to devote this day to Tom and we thank him for his service.

Be it Proclaimed that the Colerain Township Board of Trustees does hereby recognize June 8, 2021 as Tom Reininger Day in Colerain Township.

Adopted the *8th* .....*day of* *June* ..... *2021* .....

Attest ....
Fiscal Officer

.....

.....

Township Trustees

PUBLIC SAFETY

Department:	Police
Department Director:	Mark Denney, Police Chief

Motion to Authorize Township Administrator to Execute Agreement with Huntington Bank

Recommend ADOPTION of the Motion.

Rationale:

The agreement is with Huntington Bank for the lease of marked police cruisers. The total amount of the lease is $282,736.40 for (6) Ford Explorer Police Interceptors. (5) annual payments of $59,355.69

Jaimie Donelan
Equipment Finance Sales Coordinator-Specialist
525 Vine Street, 14th Floor
Cincinnati, OH 45202
Phone: 513-762-5190
Email: Jaimie.donelan@huntington.com
Customer Service:
HBEF.Service@huntington.com
866-329-7286

May 20, 2021

Colerain Township, Hamilton County, OH
4200 Springdale Rd.
Colerain Township, OH, 45251

Re: Colerain Township, Hamilton County, OH, Documentation Schedule 007

Welcome and thank you for choosing Huntington Public Capital Corporation ("HPCC"). At HPCC, we are committed to service excellence and strive to provide the best products and services to fit your leasing needs.

In order to facilitate your lease, please complete and sign the documents (listed below) via DocuSign:

- ❑ Electronic Signatures Agreement;
- ❑ Resolution and Declaration of Official Intent;
- ❑ Equipment Schedule;
- ❑ Acceptance Certificate;
- ❑ Certificate of Authorization;
- ❑ Certificate of Fiscal Officer;
- ❑ Escrow Agreement;
- ❑ Payment Authorization Certificate;
- ❑ Invoice to Customer;
- ❑ ACH Authorization; and
- ❑ Form of Opinion of Counsel.

Additional items needed for funding:

- ❑ Liability and Property Insurance certificates showing Huntington Public Capital Corporation as Lessor's Loss Payee and Additional Insured and to include those requirements set out in the Master Lease Agreement;

U. S. PATRIOT ACT DISCLOSURE NOTICE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you is that: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents

- ❑ 8038-G – Complete and sign;
- ❑ Escrow fee in the amount of $500.00;
- ❑ First Payment in the amount of $59,355.69 due June 30, 2021;
- ❑ Copies of MSOs and/or title applications evidencing a lien in favor of Huntington Public Capital Corporation.

HPCC is committed to creating superior Customer experiences. Should you have any post-closing requests or questions, our Customer Service department is here to assist you. All inquiries can be sent to HBEF.Service@huntington.com or please call 866-329-7286.

Again, we appreciate your business and look forward to partnering with you for all of your banking needs.

Sincerely,

Jaimie Donelan
Sales Coordinator

U. S. PATRIOT ACT DISCLOSURE NOTICE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you is that: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents

Huntington

ELECTRONIC SIGNATURES AGREEMENT

This Electronic Signatures Agreement ("**Agreement**") is dated June_____, 2021 and between **Huntington Public Capital Corporation** (together with its successors and assigns, "**HPCC**") and **Colerain Township, Hamilton County, OH ("Customer")**.

1. Definitions and Interpretation.

Documents, agreements, forms, instruments, schedules, chattel paper and information (collectively, "**Documents**") that have been electronically signed and e-mailed or otherwise electronically transmitted to HPCC are collectively, "**Electronically Signed Documents**."

"**Authentication Service**" refers to services provided by DocuSign, Inc. and eOriginal, Inc. to effect a Document's electronic review, signature, completion, transmittal, storage, and related actions.

2. Electronic Signatures.

HPCC will permit Customer to electronically sign Documents subject to the terms and conditions of this Agreement. Customer understands that many of these Electronically Signed Documents will result in actions on HPCC's part, including, but not limited to, extensions of credit, loans, lease financings or other financial accommodations, or will be relied up on by HPCC in administering or servicing Customer's financing, equipment leasing and other needs. Customer hereby authorizes HPCC to act, or rely, on the Electronically Signed Documents if, in HPCC's sole opinion, HPCC believes they came from and were authorized by Customer.

The words (i) "execution," "signed," "signature," and words of like import in or associated with any Document shall be deemed to include an electronic signature, and (ii) "written," "in writing," and words of like import in or associated with any Document, shall be deemed to include electronic copies thereof, each of which shall be of the same legal effect, validity or enforceability as a paper record and/or manually executed signature to the extent and as provided for in any applicable law.

HPCC may, in its sole discretion, require manual signatures on certain Documents. Customer shall deliver to HPCC the originals of all Documents Customer manually signs promptly following Customer's execution thereof.

3. Customer Representations, Warranties and Agreements.

To induce HPCC to accept Electronically Signed Documents and to act, and/or rely, on them, Customer agrees to the following terms and conditions:

a) Customer agrees that its electronic signature on or associated with any Electronically Signed Document shall be valid and binding on Customer and that each Electronically Signed Document, when entered into, will constitute the legal, valid and binding obligation of Customer enforceable against it in accordance with the terms thereof to the same extent as if manually executed.

b) Customer will ensure that each Electronically Signed Document is executed by a person or persons duly authorized to execute such Electronically Signed Document on behalf of Customer. Customer acknowledges and agrees that HPCC may rely on this Agreement and will not be required to verify that the signatures or any other entries on any Electronically Signed Document are authentic signatures or entries. Customer will not contest or assert any claim, defense or counterclaim regarding the validity or enforceability of any electronic signature or any Electronically Signed Document based on its execution using an electronic signature.

c) Customer will, immediately on demand without setoff or counterclaim, reimburse and indemnify, defend and hold HPCC, its affiliates and the directors, officers, employees and agents of HPCC and its affiliates (collectively, the "**Indemnitees**") harmless from any damages, losses, liabilities, claims (including, but not limited to third party claims), obligations, penalties, actions, judgments, suits, costs, and/or expenses, of any kind whatsoever and howsoever caused, including, but not limited to attorneys' fees and/or expenses (collectively, "**Claims**"), paid or

suffered or incurred by, or imposed upon, any Indemnitee directly or indirectly as a result of, or in any way connected with, (i) HPCC's acceptance of, or reliance upon, the Electronically Signed Documents, (ii) HPCC's treating any Electronically Signed Document as an original of the Electronically Signed Document or the "authoritative copy" of electronic chattel paper, or (iii) HPCC's conversion of any Electronically Signed Document into a Tangible Item. Customer's indemnification obligations hereunder shall survive the termination of this Agreement.

d) Customer understands and agrees that no action of a person in the process of electronically signing, accessing, or communicating a Document, or establishing, using, or engaging an Authentication Service (including its accepting an Authentication Service's terms of service, click-thru agreement, or the like), will condition, vary, supplement, or affect the Document.

e) Customer understands that HPCC may, at any time, notify Customer that it will no longer accept, act on, or rely on Electronically Signed Documents or that this Agreement is terminated (provided that such notification or termination shall not apply with respect to any Electronically Signed Document executed prior to the effective date of such notification or termination, which shall remain in full force and effect and subject to the terms hereof).

f) Customer understands the sending and receiving of Electronically Signed Documents may be interrupted by events not within HPCC's control, such as fires, power failures, equipment malfunctions, or other causes and neither HPCC nor any Indemnitee shall be liable for any Claims in connection therewith.

g) Customer understands that some Electronically Signed Documents may constitute "electronic chattel paper" under the Uniform Commercial Code. Customer agrees that HPCC or its designee shall maintain and hold the "authoritative copy" (as defined in the Uniform Commercial Code) of such electronic chattel paper and any printed or downloaded copy thereof will be deemed a copy and shall not constitute the "authoritative copy." Customer agrees that HPCC or its designee shall have the right to convert the electronic chattel paper or other electronic Documents at any time into a paper-based Document (each, a "**Tangible Item**"). Customer agrees that each Tangible Item will be an effective, enforceable and valid document with all terms of the electronic chattel paper or other electronic Document remaining in full force and effect without modification thereto. Each Tangible Item shall be governed by the applicable provisions of the Uniform Commercial Code in effect in the jurisdiction named as providing governing law in such Tangible Item. If HPCC converts the authoritative copy of electronic chattel paper to a Tangible Item, the Tangible Item marked "Original" by HPCC shall constitute the tangible chattel paper.

4. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

5. Miscellaneous.

This Agreement contains the entire understanding between Customer and HPCC with respect to, and supersedes all prior agreements and understandings, if any, relating to, the subject matter hereof. No modification or amendment of this Agreement will be effective unless made in a writing signed by both parties. No failure or delay on the part of either party in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy. Section titles are for convenience of reference only and shall not be of any legal effect. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

6. Notices.

All notices required under this Agreement shall be personally delivered, sent via email (if to HPCC, to HBEF.salescoordinator1@huntington.com), sent by first class mail, postage prepaid, or by overnight courier to the addresses on the signature page of this Agreement, or to such other address as a party may specify from time to time in writing. Notices shall be effective

(i) if mailed, upon the earlier of receipt or five (5) days after deposit in the U.S. mail, first class, postage prepaid, or (ii) if hand-delivered, by courier or otherwise (including telegram, lettergram or mailgram), when delivered.

7. Successors and Assigns.

This Agreement shall inure to the benefit of HPCC and its successors and assigns and shall be binding upon the successors and permitted assigns of Customer. THE RIGHTS AND OBLIGATIONS OF CUSTOMER UNDER THIS AGREEMENT MAY NOT BE ASSIGNED OR DELEGATED.

8. Governing Law; Jurisdiction.

This Agreement will be governed by, and be construed in accordance with, the laws of the State of Ohio. The parties agree that any action or proceeding arising out of or relating to this Agreement may be commenced in any state or Federal court of competent jurisdiction in the State of Ohio, and each party submits to the jurisdiction of such court.

9. WAIVER OF JURY TRIAL.

CUSTOMER AND HPCC HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH CUSTOMER AND/OR HPCC MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first hereinabove written.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OH	**HUNTINGTON PUBLIC CAPITAL CORPORATION**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 4200 Springdale Road Colerain Township, OH 45251	Address: 525 Vine St., 14th Floor Cincinnati, OH 45202

RESOLUTION AND DECLARATION OF OFFICIAL INTENT
(For "BQ" Transactions)

Lessee: **Colerain Township, Hamilton County, OH** ("**Lessee**")

Maximum Principal Amount Expected To Be Financed: $**282,736.40**

WHEREAS, the Lessee is a political subdivision of the State of **Ohio** (the "**State**") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("**Governing Body**") is authorized to purchase, lease, acquire, and to encumber, real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements including any and all exhibits thereto ("**Property Leases**") in the principal amount not exceeding the amount stated above ("**Principal Amount**") for the purpose of acquiring the property generally described below ("**Property**") and to be described more specifically in the Property Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description of Property:

Police Vehicles and equipment

WHEREAS, Huntington Public Capital Corporation or an affiliate or related entity ("**Lessor**") is expected to act as the lessor under the Property Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Property Leases ("**Lease Purchase Proceeds**") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

Section 1. Any one of the Authorized Representatives identified below (each an "**Authorized Representative**") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Property Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Property Leases (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Property Leases are hereby authorized.

Authorized Representatives of Lessee:

_____ _____

_____ _____

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Property Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Property Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Property Leases and the Property Leases shall contain such options to purchase or prepay by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Property Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Property Lease and the Lessee's obligations under the Property Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State. In addition, the funds necessary to meet the principal and/or interest payments under the Property Leases for the current fiscal year are hereby appropriated.

Section 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

Section 6. As to each Property Lease, the Lessee reasonably anticipates that it and entities controlled by it will not issue more than $10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the calendar year in which each such Property Lease is issued and hereby designates each Property Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 7. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this **June_____, 2021**.

CERTIFICATION

The undersigned **Secretary/Clerk** of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

_____
Signature of Secretary/Clerk of Lessee

Print Name:_____

Official Title:_____

Date: June_____,2021

EQUIPMENT SCHEDULE No. 007,
BETWEEN COLERAIN TOWNSHIP, HAMILTON COUNTY, OH, AS LESSEE
AND HUNTINGTON PUBLIC CAPITAL CORPORATION, AS LESSOR

DATED AS OF **JUNE _____, 2021**

Lessor and Lessee hereby acknowledge that the Items of Equipment described in this Schedule have been delivered to, and are now in the possession of, and have been unconditionally accepted by Lessee for all purposes of the Master Lease Agreement No. **13417** dated **April 26, 2017** (the "Agreement") and that the following is a description of said items, the cost thereof, deferred interest to, termination date, the expiration date of the Lease Term with respect thereto, the Lease Payments therefor and the location thereof.

1. Equipment Description: See attached Exhibit A.

2. Amount Financed and Lease Payments:

   a. Equipment Cost: **$282,736.40**

   b. Total Lease Payments: **$296,778.45**

   Lessee shall pay Lessor **(5) Five annual** lease payments in **advance** (the "Lease Payments"), as follows (with the schedule of amortization as set forth in Exhibit B attached hereto):

No.(s).	Amount	Commencing
5	$**59,355.69**	**June 30, 2021**

3. Lease Commencement Date: **June _____, 2021**

4. Lease Termination Date: **June 30, 2025**

5. Equipment Location: **4200 Springdale Road, Colerain Township, OH 45251**

6. Legal Name of Lessee: **Colerain Township, Hamilton County, OH**

7. The Agreement is incorporated into this Equipment Schedule by reference and made a part hereof.

8. Other Provisions: other

9. Lessee acknowledges that (i) this Schedule is designated as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, (ii) including this Schedule, Lessee has not designated more than $10,000,000 of obligations issued during the calendar year in which the Lease Commencement Date occurs as qualified tax obligations, and (iii) Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of section 265(b) of the Code during the calendar year in which the Lease Commencement Date occurs will not exceed $10,000,000.

[The next page is the signature page of this Equipment Schedule.]

ACCEPTED AND APPROVED as of the date stated above as a Schedule to and made a part of the Master Lease Agreement.

Lessor:	Lessee:
HUNTINGTON PUBLIC CAPITAL CORPORATION	**COLERAIN TOWNSHIP, HAMILTON COUNTY, OH**
By: _____	By: _____
Title: _____	Title: _____

EXHIBIT A TO

EQUIPMENT SCHEDULE No. 007,
BETWEEN COLERAIN TOWNSHIP, HAMILTON COUNTY, OH, AS LESSEE
AND HUNTINGTON PUBLIC CAPITAL CORPORATION, AS LESSOR

DESCRIPTION OF EQUIPMENT

Police Vehicles and other essential equipment including:

(6) – 2021 Ford Explorer Cruisers

EXHIBIT B TO

EQUIPMENT SCHEDULE No. 007,
BETWEEN COLERAIN TOWNSHIP, HAMILTON COUNTY, OH, AS LESSEE
AND HUNTINGTON PUBLIC CAPITAL CORPORATION, AS LESSOR

PAYMENT SCHEDULE

Lessee's Fiscal Period: January 1 to December 31

The following Lease Payments are computed on the basis of interest at the rate of **2.3900%** per annum with interest computed on the basis of a 360-day year and twelve 30-day months:

Lease Payment Dates	Lease Payments	Interest Portion	Principal Portion	Concluding Payment*
06/30/2021	$59,355.69	$506.81	$58,848.88	$223,887.52
06/30/2022	$59,355.69	$5,350.91	$54,004.78	$169,882.74
06/30/2023	$59,355.69	$4,060.20	$55,295.49	$114,587.25
06/30/2024	$59,355.69	$2,738.64	$56,617.05	$57,970.20
06/30/2025	$59,355.69	$1,385.49	$57,970.20	$0.00
Total:	**$296,778.45**	**$14,042.05**	**$282,736.40**	

*The Concluding Payment does not include any Prepayment Premium that may be applicable according to the terms set forth in the Master Lease Agreement.

Huntington

ACCEPTANCE CERTIFICATE

Huntington Public Capital Corporation, Lessor
c/o The Huntington National Bank,
Equipment Finance Division
525 Vine Street, 14th Floor
Cincinnati, OH 45202

Ladies and Gentlemen:

In accordance with the terms of the Master Lease Agreement No. **13417** dated **April 26, 2017** between **Huntington Public Capital Corporation** ("Lessor") and the undersigned ("Lessee") (the "Agreement"), Lessee hereby certifies and represents to, and agrees with Lessor, as follows:

1. The Equipment, as described in Schedule No. **007**, between Lessor and Lessee, dated **June _____, 2021** (the "Schedule") has been delivered and installed at the Equipment Location specified therein, and accepted on the date indicated below (or, if Lessee has requested Lessor to make arrangements to pay for the Equipment before it is delivered to and inspected by Lessee, Lessee acknowledges that Lessor is only willing to do so at Lessee's sole risk and as such the parties agree that as of the date hereof, Lessee's obligations under the Agreement, including the Schedule, are absolute, unconditional, and cannot be cancelled).

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it has received such Equipment in good condition, and accepts same for all purposes (or, if Lessee has requested Lessor to make arrangements to pay for the Equipment before it is delivered to and inspected by Lessee, Lessee acknowledges that Lessor is only willing to do so at Lessee's sole risk).

3. No Event of Default, as such term is defined in the Agreement, and no event which with notice or lapse of time or both, would become an Event of Default, has occurred and is continuing at the date hereof.

4. The Lease Commencement Date of the Schedule is as stated therein, and Lessee will commence Lease Payments in accordance with the terms of the Agreement and the Schedule.

5. The insurance coverage to be provided pursuant to Section 16 of the Agreement has been provided.

6. By the execution hereof, the provisions of the Agreement are incorporated into this Acceptance Certificate and the Schedule.

7. The Equipment is essential to the proper, efficient and economic operation of Lessee.

Lessee: **Colerain Township, Hamilton County, OH**

By: _____

Title: _____

Date: June ____, 2021

CERTIFICATE OF AUTHORIZATION

Date: June _____, 2021

Lessee: **COLERAIN TOWNSHIP, HAMILTON COUNTY, OH**

Lessor: **HUNTINGTON PUBLIC CAPITAL CORPORATION**

Reference is made to the following documents (collectively, the "Lease"): the Equipment Schedule No. **007** dated as of **June _____, 2021** together with its Master Lease Agreement No. **13417** dated as of **April 26, 2017** and all document related to said Lease by and between the above-named Lessee and the above-named Lessor.

I hereby certify to Lessor that I am the officer of Lessee with the title indicated beneath my signature below, and as such, I am authorized to execute and deliver this Certificate on behalf of Lessee in connection with the Lease between Lessor and Lessee.

I further certify: (a) that I have examined the representations and warranties made by Lessee in the Lease; and (b) that such representations and warranties remain true and correct as if made on and as of the date of this Certificate.

I further certify: (1) that attached hereto as ***Exhibit A*** is a copy of the resolutions or ordinances adopted by the governing body of Lessee or the minutes of an official meeting of the governing body of Lessee regarding the matters set forth in said minutes; (2) that the transactions contemplated by the Lease have been duly authorized by the governing body of Lessee pursuant to the resolutions, ordinances or actions set forth in said ***Exhibit A***; and (3) the resolutions or ordinances which were adopted by, or the actions taken by, the governing body of Lessee as set forth in ***Exhibit A*** are in full force and effect on the date of this Certificate and have not been modified or rescinded.

The undersigned **Secretary/Clerk** of Lessee hereby certifies and attests that the undersigned has access to the official records of the governing body of Lessee and that the undersigned is authorized to execute and deliver this Certificate.

_____
Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: June _____, 2021

Attachment: Exhibit A, true and complete copy of the original authorizing resolution/ordinance/minutes

CERTIFICATE OF FISCAL OFFICER

The undersigned, Fiscal Officer of **Colerain Township, Hamilton County, OH** ("Lessee") hereby certifies that the moneys required to meet the obligations of Lessee during the current fiscal year, as provided for in the Master Lease Agreement, dated **April 26, 2017**, by and between Lessee and **Huntington Public Capital Corporation**, and the accompanying Equipment Schedule, dated **June _____, 2021**, have been lawfully appropriated by the governing body of Lessee for such purposes and are in the treasury of Lessee or in the process of collection to the credit of an appropriate fund, free from any appropriation for any other purpose and from any previous encumbrances. This Certificate is given in compliance with Section 5705.41, and to the extent applicable, Section 5705.44, Ohio Revised Code.

_____
Fiscal Officer

Dated: June_____, 2021

ESCROW AGREEMENT

This Escrow Agreement (the "**Escrow Agreement**") dated as of **June _____, 2021** and entered into among the following parties:

"**Lessor**" means: **Huntington Public Capital Corporation**, a Nevada corporation

"**Lessee**" means: **Colerain Township, Hamilton County, OH**, a body corporate and politic existing under the laws of **Ohio**

"**Escrow Agent**" means: **The Huntington National Bank**, a National Association

WITNESSETH:

1. This Escrow Agreement relates to and is hereby made a part of the Equipment Schedule No. **007** dated on or about the date hereof which incorporates the terms and conditions of Master Lease Agreement dated as of **April 26, 2017** (collectively, the "**Lease**"), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Lease shall have the same meaning for the purposes of this Escrow Agreement as in the Lease. "**Funding Expiration Date**" shall mean the date which is **eighteen (18) months** after the date of this Escrow Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement.

4. There is hereby established in the custody of Escrow Agent a special trust fund with an account number to be designated by the Escrow Agent (the "**Acquisition Fund**") which shall be held and administered by the Escrow Agent in trust in accordance with this Escrow Agreement. The money and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor.

5. Lessor shall deposit **$282,736.40** in the Acquisition Fund. Monies held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent as directed by Lessee in the Corporate Trust Investment Direction and Transaction Notification Election, attached hereto as Exhibit A, until such time as a representative of Lessee shall instruct the Escrow Agent in writing to have the Escrow Funds deposited in another Qualified Investment (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed and in any event not later than the Funding Expiration Date. Such investments shall be held by the Escrow Agent in the Acquisition Fund and any interest earned on such investments shall be deposited in the Acquisition Fund. The Escrow Agent may act as purchaser or agent in the making or disposing of any investment. _____ **[initials of authorized signer]** By initialing the Lessee represents that it has selected the Qualified Investment option of its choosing and acknowledges that it may choose its selection for another Qualified Investment at any time.

6. "**Qualified Investments**", to the extent permitted by law, means: (i) direct general obligations of the United States of America; (ii) obligations the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution, including the Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in clauses (i), (ii) , or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including the Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in clauses (i), (ii) or (iii) above; provided that such collateral is free and clear of claims of third parties, that the Escrow Agent or a third party acting solely as agent for the Escrow Agent has possession of such collateral and a perfected first priority security interest in such collateral. Any money market fund (including any money market fund sponsored by the Escrow Agent or any affiliate thereof, or for which the Escrow Agent or any affiliate serves as investment manager, administrator, shareholder, servicing agent, and/or custodian or subcustodian. If any of the above-described Qualified Investments are **not** legal investments of Lessee, then Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with direction to invest funds in accordance with this Section 6.

7. Monies in the Acquisition Fund shall be used to pay for the cost of acquisition of the Equipment. Lessee shall send to Lessor one or more properly executed Payment Request Forms executed by Lessee, a copy of which is attached hereto as Exhibit B, together with an invoice for the cost of the acquisition of the Equipment for which payment is requested. Payment Request Forms shall be sent to Lessor via email to the following address HBEF.Service@Huntington.com. Upon proper presentation of a Payment Request Form for the invoice at Lessor's satisfaction, Lessor shall provide the Payment Request Form to Escrow Agent and payment shall be made by Escrow

Agent from the Acquisition Fund to the payee designated in the Payment Request Form for the cost of the acquisition of the Equipment specified therein. Payment Request Forms delivered to Escrow Agent after 12:00 p.m. E.S.T will be paid the following business day.

8. The Acquisition Fund shall terminate upon the earlier of: (a) the disbursement of all funds from the Acquisition Fund, (b) the Funding Expiration Date, and (c) the date on which notice is provided by Lessee to Lessor to close the Acquisition Fund (such notice may be provided by Lessee in a Payment Request Form by selecting the box which indicates the draw is the final draw to be taken under the Acquisition Fund and that the Acquisition Fund should be closed following the draw). Upon any such termination, any amount remaining in the Acquisition Fund shall, unless otherwise directed by Lessee in writing, immediately be paid as follows: **first**, to Escrow Agent for payment of all reasonable fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and **second**, to Lessor to be applied by Lessor for benefit of Lessee as follows: (i) toward the interest portion of the Lease Payment next coming due under the Lease, (ii) toward the principal portion of the Lease Payment next coming due under the lease, and (iii) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor will prepare and deliver the Lessee a revised Lease Payment schedule to the Lease that reflects such partial prepayment of principal. If lessor delivers to Escrow Agent written notice of the occurrence of an Event of Default under the Lease or of a termination of the Lease due to a non-appropriation event or non- renewal event under the Lease, then Escrow Agent shall immediately remit to Lessor the remaining balance of the Acquisition Fund.

9. Lessee hereby grants Lessor a security interest in the money and investments held by Escrow Agent under this Escrow Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Escrow Agreement and any agreement, contract or instrument related to the Lease or this Escrow Agreement. Lessee represents and warrants to Lessor that the money and investments held by Escrow Agent under this Escrow Agreement are free and clear of any Liens other than Lessor's security interests created under this Escrow Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by Escrow Agent under this Escrow Agreement subject to such security interest created by Lessee as bailee for Lessor.

10. Escrow Agent may at any time resign by giving at least 30 days written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent and thereupon such successor Escrow Agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent.

11. Escrow Agent incurs no liability to make any disbursements pursuant to the Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representation or warranties as to the title to any Equipment or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

13. Escrow Agent may: (i) act in reliance upon any writing (including email), notice, certificate, instruction, instrument (each an "**Instrument**") or signature which it, in good faith, believes to be genuine; (ii) assume the validity and accuracy of any statement or assertion contained in such an Instrument; and (iii) assume that any person purporting to give any such Instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Escrow Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any Instrument deposited with it, nor as to the identity, authority or right of any person executing the same. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by Escrow Agent's gross negligence or willful misconduct.

14. Lessee shall not be required to indemnify or hold Escrow Agent harmless against liabilities arising from the Escrow Agent's execution and performance of this Escrow Agreement or Escrow Agent's following any instructions or other directions from Lessee or Lessor. However, As between Escrow Agent and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of pocket and incidental expenses and fees and expenses of in house or outside counsel) ("**Losses**") arising out of or in connection with (a) Escrow Agent's execution and performance of this Escrow Agreement, except to the extent and that such Losses are due to the gross negligence or willful misconduct of Escrow Agent, or (ii) Escrow Agent's following any instructions or other directions from Lessee or Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof.

The provisions of this Section 14 shall survive the termination of this Escrow Agreement and the resignation or removal of Escrow Agent for any reason. In no event shall Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

15. Escrow Agent shall receive fees in accordance with the Fee Disclosure Statement attached hereto as Exhibit C.

16. This Escrow Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

17. In the event any court of competent jurisdiction shall hold any provisions of this Escrow Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

18. This Escrow Agreement may not be amended except by a written instrument executed by Lessor, Lessee and Escrow Agent. This Escrow Agreement may be executed in several counterparts, each of which so executed shall be an original.

19. All written notices to be given under this Escrow Agreement shall be given by mail (or email with original to follow) to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received three (3) days after deposit in the United States mail, with postage fully prepaid.

20. EACH PARTY HERETO EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS ESCROW AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF ANY PARTY HERETO WITH RESPECT TO THIS ESCROW AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date first written above.

Colerain Township, Hamilton County, OH
Lessee

By_____

Title_____

Address: 4200 Springdale Road, Colerain Township, Ohio 45251

Huntington Public Capital Corporation
Lessor

By_____

Title_____

Address: c/o The Huntington National Bank, 525 Vine Street, 14th Floor, Cincinnati, Ohio 45202

The Huntington National Bank
Escrow Agent

By: _____

Title: _____

Address: 525 Vine Street 14th Floor, Cincinnati, Ohio 45202

EXHIBIT A

CORPORATE TRUST INVESTMENT DIRECTION AND TRANSACTION NOTIFICATION ELECTION

TO: The Huntington National Bank - Corporate Trust Department
FROM: Colerain Township, Hamilton County, OH
DATE: June _____, 2021
RE: Colerain Township, Hamilton County, OH – Document Schedule 007

INVESTMENT DIRECTIVE

Until further written notice is provided, the undersigned directs The Huntington National Bank ("Trustee/Paying Agent") to invest cash funds in shares of the indicated money market fund as the sweep vehicle for all the accounts related to the above-referenced bond issue.

Description of Security

____ Federated Treasury Obligations Fund (Cusip # 60934N872)
____ Federated Government Obligations Fund (Cusip # 60934N807)
____ Morgan Stanley Institutional Liquidity Funds Government Fund (Advisory) (Cusip # 61747C608)
____ Morgan Stanley Institutional Liquidity Funds Treasury Fund (Advisory) (Cusip # 61747C590)
____ Fidelity Investments Money Market Government Portfolio (Class III) (Cusip # 316175603)
____ Fidelity Investments Money Market Treasury Portfolio (Class III) (Cusip # 316175884)

The services provided and the fees currently charged are set forth in the Prospectus which can be located by going to www.federatedinvestors.com , www.morganstanley.com or www.institutional.fidelity.com. The Huntington National Bank may be separately and additionally compensated for our services.

The current prospectus, which describes among other things, the investment risk and objectives of the money market fund, has been reviewed by the signer hereof or other representatives of the Issuer.

My signature below acknowledges the review of the current prospectus by myself or other representatives of our organization, which describes among other things, the investment risk and objectives of the money market fund and your direction to purchase the money market fund indicated.

TRANSACTION NOTIFICATION DIRECTIVE

Federal regulations require that The Huntington furnish to Clients, without any additional cost, written notification of any security transaction in their Trust Accounts. The notification must be sent within five (5) business days from the date of the transaction or from the date of receipt by The Huntington or the broker/deal confirmation.

As an alternative to a notice of each individual transaction, Clients may elect to receive this information consolidated into periodic trust statements.

Until further written notice is provided, the Issuer directs The Huntington National Bank to:

_____ not send notification of each individual security transaction. Security transaction information will be consolidated on the periodic Trust Statements provided by The Huntington National Bank which should be sent as of ____ 06/30 or _____ 12/31 or ____Fiscal Year End (_____).

OR

_____ send notification of each individual security transaction.

My signature below acknowledges the awareness of the security transaction notification requirement and that I have made the decision to receive or waive such notification as indicated.

Colerain Township, Hamilton County, OH

By: _____
Printed Name: _____
Title: _____

EXHIBIT B
PAYMENT REQUEST FORM

RE: **Colerain Township, Hamilton County, OH – Document Schedule 007**

Acquisition Fund Established By The Escrow Agreement dated as of **June _____, 2021** among Huntington Public Capital Corporation, **Colerain Township, Hamilton County, OH** and The Huntington National Bank, Escrow Agent

Sir or Madam,

A. Draw Request

As Escrow Agent for the above-referenced Acquisition Fund, you are hereby requested to pay from that Acquisition Fund to the person or corporation designated below as payee, the sum set forth below in payment of a portion of all of the cost of the acquisition of the equipment described below. The amount shown below is due and payable under the invoice of the payee with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part of all of the "Equipment" that is subject to the Lease described in the above referenced Escrow Agreement.

Amount: _____

Payee: _____

Address: _____

City, State, Zip: _____

Funds should be sent via: (check and complete one)

Wire Transfer: Bank Name: _____

ABA #: _____

Beneficiary: _____

Account #: _____

Reference Info#: _____

Check: Payee: _____

Address: _____

City, State, Zip: _____

Regular mail _____ Overnight Mail _____

Credit Account: Account Name: _____

Account No.: _____

_____By checking this box, Lessee represents to Lessor that this draw is the final draw to be taken under the Acquisition Fund and Lessee desires Lessor to close the Acquisition Fund following this draw.

A. Equipment Description and Acceptance

Lessee confirms (i) that the Equipment, further described below, on the attached invoice(s), and/or on Schedule 1 hereto, has been delivered to Lessee (or, if Lessee has requested Lessor to make arrangements to pay for the Equipment before it is delivered to and inspected by Lessee, Lessee acknowledges that Lessor is only willing to do so at Lessee's sole risk and as such the parties agree that as of the date hereof, Lessee's obligations under the MLA, including the Escrow Agreement, are absolute, unconditional, and cannot be cancelled); (ii) that the Equipment is of the size, design, capacity and manufacture selected solely by Lessee and meets the provisions of any purchase agreements pursuant to which the Equipment has been acquired; and (iii) that Lessee irrevocably accepts said Equipment "AS-IS, WHERE-IS" for all purposes of the MLA, including the Escrow Agreement, as of the date hereof. Lessee waives any right it may have to revoke its acceptance of the Equipment.

Manufacturer	Description	Year	New/Used	Serial No	Location	Cost
					Total Equipment Cost:	
					Financed Sales/Use Tax:	**$0.00**
					Total Lease Amount:	

Colerain Township, Hamilton County, OH
Lessee

By: _____

Title: _____

Date: _____

EXHIBIT C

The Huntington National Bank
Fee Disclosure Statement

The following details the various types of fees and revenues that Huntington National Bank may receive in connection with your Corporate Trust Escrow Account. Generally, Huntington National Bank's compensation for Corporate Trust Services will take one or more of the following forms:

Flat or Transaction Based Fees
or
Money Market Fund Revenues

Our fees may consist of one or any combination of these fee types. The following is a brief explanation of these fees as they may apply to your account.

Flat or Transaction Based Fees

Huntington National Bank may charge a Flat Fee, which is a fee of a fixed dollar amount payable at the time the transaction takes place or imposed periodically throughout the Corporate Trust relationship. A Flat Fee will not vary with regard to account size. Huntington National Bank may also charge a Transaction Based Fee which is a fixed dollar fee that is charged each time Huntington National Bank is required to execute a particular transaction, service or function.

Money Market Fund Revenues

Huntington National Bank may receive compensation from any money market funds held in connection with your Corporate Trust relationship. These revenues take one of two forms:

Shareholder Servicing Payments -- Huntington National Bank may receive Shareholder Servicing Payments as compensation for providing certain services for the benefit of the Money Market Fund Company. Shareholder Services typically provided by Huntington National Bank include the maintenance of shareholder ownership records, distributing prospectuses and other shareholder information materials to investors and handling proxy voting materials. Typically Shareholder Servicing payments are paid under a Money Market Fund's 12b-1 distribution plan and impact the investment performance of the Fund by the amount of the fee. The shareholder-servicing fee payable from any money market fund is detailed in the Fund's prospectus, which will be provided to you.

Revenue Sharing Payments -- Huntington National Bank may receive revenue sharing payments from a Money Market Fund Company. These payments represent a reallocation to Huntington National Bank of a portion of the compensation payable to the fund company in connection with your account's money market fund investment. Revenue Sharing payments constitute a form of fee sharing between the fund company and Huntington National Bank and do not, as a general rule, result in any additional charge or expense in connection with a money market fund investment, are not paid under a 12b-1 plan, and do not impact the investment performance of the Fund. The amount of any revenue share, if any, payable to Huntington National Bank with respect to your account's investments is available upon request.

Any questions concerning the fee arrangements for your Corporate Trust Account may be directed to your Account Administrator.

Colerain Township, Hamilton County, OH

By: _____
Printed Name: _____
Title: _____

PAYMENT AUTHORIZATION CERTIFICATE
(For a Direct Funding Lease)

Date: June _____, 2021

Lessee: **Colerain Township, Hamilton County, OH**

Lessor: **Huntington Public Capital Corporation**

Reference is made to the following documents (collectively, the "Lease"): the Equipment Schedule No. **007** dated as of **June _____, 2021** together with its Master Lease Agreement No. **13417** dated **April 26, 2017** and all documents related to said Lease by and between the above-named Lessee and the above-named Lessor.

Lessee hereby instructs Lessor and authorizes Lessor to disburse the proceeds of the Lease as specified below:

Amount: **$282,736.40**

Wire Transfer	Bank:	**The Huntington National Bank**
	ABA No.:	**044000024**
	Account No.:	**01891662889**
	Account Name:	**Corporate Trust Department**
	Reference:	**Police Vehicles**
Check	Payee:	
	Address:	
	Phone:	
Credit Huntington Account	Account Name:	
	Account Number:	

By signing below, Lessee authorizes Lessor to issue checks, send wires or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Such payments may be made by Lessor by making advance(s) under the Lease described above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's legal counsel, and making other disbursements in connection with the lease-purchase financing transaction under the terms of the Lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance herewith.

IN WITNESS WHEREOF, the Lessee has caused this Payment Authorization Certificate to be executed as of the day and year first above written.

Lessee:

Colerain Township, Hamilton County, OH

By: _____

Title: _____

The Huntington National Bank
525 Vine Street 14th Floor
Cincinnati, OH 45202

INVOICE

DATE OF INVOICE 5/18/2021
INVOICE NUMBER MANUAL

Colerain Township, Hamilton County, OH
ATTN: Financial Director
4200 Springdale Road
Colerain Township, OH 45251

INVOICE SUMMARY

Contract No.	Description	Amount
101-0013417-007	Escrow Fee	$500.00

IMPORTANT MESSAGES

If you have previously provided us with an ACH authorization or included one with your closing documents, this invoice will be paid via ACH pursuant to the ACH authorization, unless you notify us otherwise.

Please complete the following fields, as needed:
Contact Name for invoice/payment issues: _____
Address (for future invoices): _____
Phone Number: _____
Email: _____
Special invoicing/payment requirements: _____

IF NOT ENROLLED IN ACH AND PAYING BY CHECK, PLEASE DETACH LOWER PORTION AND RETURN WITH YOUR PAYMENT.

INVOICE DATE	INVOICE NUMBER	DUE DATE	TOTAL AMOUNT DUE
5/18/2021	MANUAL	At Closing	$500.00

AMOUNT ENCLOSED	

Colerain Township, Hamilton County, OH
ATTN: Financial Director
4200 Springdale Road
Colerain Township, OH 45251

THE HUNTINGTON NATIONAL BANK
EQUIPMENT FINANCE DIVISION
525 VINE ST 14TH FL
CINCINNATI OH 45202

The Huntington National Bank
525 Vine Street 14th Floor
Cincinnati, OH 45202

INVOICE

DATE OF INVOICE 5/18/2021
INVOICE NUMBER MANUAL

Colerain Township, Hamilton County, OH
ATTN: Financial Director
4200 Springdale Road
Colerain Township, OH 45251

INVOICE SUMMARY

Contract No.	Description	Amount
101-0013417-007	First Payment	$59,355.69

IMPORTANT MESSAGES

If you have previously provided us with an ACH authorization or included one with your closing documents, this invoice will be paid via ACH pursuant to the ACH authorization, unless you notify us otherwise.

Please complete the following fields, as needed:
Contact Name for invoice/payment issues: _____
Address (for future invoices): _____
Phone Number: _____
Email: _____
Special invoicing/payment requirements: _____

IF NOT ENROLLED IN ACH AND PAYING BY CHECK, PLEASE DETACH LOWER PORTION AND RETURN WITH YOUR PAYMENT.

INVOICE DATE	INVOICE NUMBER	DUE DATE	TOTAL AMOUNT DUE
5/18/2021	MANUAL	6/30/2021	$59,355.69

AMOUNT ENCLOSED	

Colerain Township, Hamilton County, OH
ATTN: Financial Director
4200 Springdale Road
Colerain Township, OH 45251

THE HUNTINGTON NATIONAL BANK
EQUIPMENT FINANCE DIVISION
525 VINE ST 14TH FL
CINCINNATI OH 45202

The Huntington National Bank
Equipment Finance Division
525 Vine Street, 14th Floor
Cincinnati, OH 45202

Date 5/20/2021

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

ACH AUTHORIZATION

Colerain Township, Hamilton County, OH ("Lessee") hereby authorizes The Huntington National Bank, a national banking association ("Lessor") to transfer funds from Account Number _____ from _____ (Bank Name), _____ (Routing Transit Number), for all rental payments, fees and other amounts due from time to time pursuant to that certain Master Lease Agreement No. **13417** dated **April 26, 2017** and any and all related schedules attached thereto (collectively, the "Lease").

If a payment due date falls on a non-Business Day, the transfer will take place on the next Business Day. Transfers will be made until the Lease is paid in full unless a revocation of this authorization is made in writing by the Lessee and delivered to the Lessor.

Lessee agrees to indemnify and hold Lessor harmless for any overdrafts, or if any check or withdrawal is dishonored or refused as a result of any transfer made pursuant to this authorization.

All transfer of funds pursuant to this authorization shall be evidenced on the statements normally issued by Lessor for the type of accounts affected by each transfer, it being understood and agreed that Lessor is under no obligation to issue any other receipt or advice to Lessee, or to any others, to reflect such transfer or transfers.

Lessee acknowledges and agrees that it is Lessee's responsibility to notify Lessor if Lessee's above-noted account information has changed at any time during the term of the Lease.

☐ ***Please check here if you would like future invoices mailed to you in advance of your ACH payments.***

****If the above box is not checked, no invoices will be sent to Lessee.***

Lessee: **Colerain Township, Hamilton County, OH**

By: _____

Print Name: _____

Its: _____

Date: June_____, 2021

FORM OF OPINION OF COUNSEL

Date: June_____, 2021

Colerain Township, Hamilton County, OH (Lessee)

-and-

Huntington Public Capital Corporation (Lessor)

Ladies and Gentlemen:

As legal counsel to **Colerain Township, Hamilton County, OH** ("Lessee"), we have examined (1) an executed counterpart of a certain Master Lease Agreement No. **13417** dated **April 26, 2017**, the Equipment Schedule No. **007** dated as of **June _____, 2021** and all documents executed in connection therewith (collectively, the "Agreement") by and between Huntington Public Capital Corporation ("Lessor"), as Lessor, and Lessee, which among other things provides for the lease of, sale to and purchase by Lessee of certain property described in the Agreement (the "Equipment"); (2) an executed counterpart of the ordinance or resolution of Lessee which among other things authorizes Lessee to execute the Agreement; (3) the applicable income tax regulations of the Internal Revenue Code of 1986 (the "Code"), including particularly Sections 103 and 148 of the Code and Regulations Section 1.148-2 and 1.148-8 (the "Regulations") and Sections 141 to 149, and Section 265 of the Code, (4) the representations, warranties, and covenants contained in the Agreement with Lessee (and I know of no reason for such representations, warranties, and covenants to be false or untrue, and we are assured of their veracity, and rely on such veracity in rendering the following opinions), and (5) such other opinions, documents and matters of laws as we have deemed necessary in connection with the following opinions. If applicable, the term "Agreement" as used in this opinion shall include any Escrow Agreement executed by Lessee and Lessor related to the Agreement described above.

Based on the foregoing, we are of the following opinions:

(1) Lessee is a political subdivision, duly organized and existing under the laws of the State of **Ohio** (the "State"), is a state or political subdivision as such terms are used in Section 103 of the Internal Revenue Code of 1986 (the "Code"), and is a governmental unit within the meaning of Section 148(f) of the Code;

(2) The Agreement is in registered form, within the meaning of Section 149 of the Code, is not a private activity bond as defined in Section 141 of the Code, is a qualified tax exempt obligation as the term is used in Section 265(b) of the Code, and is qualified for the exception from certain rebate requirements contained in Section 148(f) of the Code

(3) Lessee has the requisite power and authority to purchase the Equipment, to execute and deliver the Agreement, to enter into the transactions contemplated by the Agreement and to perform its obligations under the Agreement;

(4) The Agreement and other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, and equitable principles;

(5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws, and no approval or consent is required from any governmental authority with respect to the entering in or performance by Lessee of the Agreement and the transactions contemplated thereby, or if any such approval is required, it has been duly obtained;

(6) There is no proceeding, pending or threatened, in any court or before an governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment;

(7) Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Agreement during the current Fiscal Year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with all applicable laws;

(8) The interest portion of the Lease Payments to be made by Lessee pursuant to the Agreement are excludible from gross income for federal income tax purposes;

(9) The Agreement is in accordance with and does not violate the usury laws of the State; and

(10) The Agreement is not an "arbitrage bond" as defined in the Code and Regulations.

It is understood and agreed that counsel for Lessor may rely on this opinion in rendering any opinion as to the exclusion from gross income for Federal income tax purposes of the interest component of payments made by Lessee to the recipient thereof pursuant to the Agreement, and may attach a copy of this opinion to their opinion.

The opinions herein are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinion to reflect any facts or circumstances that may hereafter come to our attention or to reflect changes in law that may hereafter occur or become effective. Moreover, our opinion is not a guarantee or assurance of any financial or economic result.

Lessor, its assignee and any of their assigns may rely upon this opinion subject to the following: (a) we have not been engaged to act, and have not acted, as counsel to Lessor, its assignee or any of their assigns in connection with the above matters; and (b) no attorney-client relationship exists, and no attorney-client relationship has at any time existed, between us and Lessor, its assignee or any of their assigns by virtue of this opinion letter.

Respectfully submitted,

_____

By: _____

PLEASE RETYPE THE CONTENT OF THIS ON THE LETTERHEAD OF LESSEE'S COUNSEL.

INSURANCE REQUIREMENTS

A.M. Best Rating: Insurance must be with insurers with an A.M. Best or comparable agency rating of not less than "B+-".

For the Benefit of: All insurance including any endorsements should state that it is for the benefit of "Huntington Public Capital Corporation, c/o The Huntington National Bank, its parents, affiliates, successors and assigns".

Certificate Holder:

Huntington Public Capital Corporation
c/o The Huntington National Bank, its parents, affiliates, successors and assigns
c/o American Lease Insurance
707 Texas Ave, Suite 200D
College Station, TX 77840

Property Damage/Vehicle Physical Damage:

- Certificate (generally Acord 27 or 23) should reference the specific equipment being financed. This can be done by listing the actual equipment, or by specific reference to everything financed under ***Master Lease Agreement, Documentation Schedule 007.***
- Property insurance and/or equivalent vehicle physical damage insurance must protect the Collateral for its full replacement value of at least the **equipment cost**.
- Huntington Public Capital Corporation c/o The Huntington National Bank and its parents, affiliates, successors and assigns shall be named loss payee on a **Lender's Loss Payable** endorsement. The repayment of Huntington's financing must be protected even if the insured fails to comply with some policy term.
- Required Insurance shall not have a deductible amount in excess of Twenty-Five Thousand Dollars ($25,000.00).

General Liability/Vehicle Liability:

- Liability insurance and/or equivalent vehicle liability insurance certificate (generally Acord 25 or 23) shall have coverage limits not less than:
  - $1,000,000 each occurrence
  - $1,000,000 personal injury
  - $1,000,000 general aggregate
  - Or, if applicable, $1,000,000 vehicle liability
- Huntington Public Capital Corporation c/o The Huntington National Bank, its parents, affiliates, successors and assigns shall be named as **Additional Insured.** Please include copy of endorsement with certificate.

Additional Policy Requirement

- Shall provide for thirty (30) days' prior written notice of cancellation, material change, or non-renewal.

Huntington Public Capital Corporation
c/o The Huntington National Bank
Equipment Finance Division
525 Vine Street, 14th Floor
Cincinnati, OH 45202

Titling Instructions

Lien Holder
Huntington Public Capital Corporation should be listed as first Lien Holder as referenced below:

Huntington Public Capital Corporation
c/o The Huntington National Bank
Equipment Finance Division
525 Vine Street, 14th Floor
Cincinnati, OH 45202

Mailing Address
The original title should be sent to the following address:

Huntington Public Capital Corporation
c/o The Huntington National Bank
Equipment Finance Division
525 Vine Street, 14th Floor
Cincinnati, OH 45202
Attn: Jaimie Donelan

Contact
If you have any questions please contact:

Jaimie Donelan
513-366-3087
Jaimie.Donelan@Huntington.com

Form **8038-G** (Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

► **Under Internal Revenue Code section 149(e)**
► **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
► **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ► ☐

1 Issuer's name	**2** Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	**7** Date of issue
8 Name of issue	**9** CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	**10b** Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	**11**	
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ►	**18**	
19a	If bonds are TANs or RANs, check only box 19a ► ☐		
b	If bonds are BANs, check only box 19b ► ☐		
20	If bonds are in the form of a lease or installment sale, check box ► ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	**(b)** Issue price	**(c)** Stated redemption price at maturity	**(d)** Weighted average maturity	**(e)** Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			**22**	
23	Issue price of entire issue (enter amount from line 21, column (b))			**23**	
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**			
25	Proceeds used for credit enhancement	**25**			
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**			
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**			
29	Total (add lines 24 through 28)			**29**	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			**30**	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ►	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ►	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▶ _____

d Enter the name of the issuer of the master pool bond ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative Date

▶ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶	Firm's EIN ▶
Firm's address ▶	Phone no.

FORM OF OPINION OF COUNSEL

Date: June_____, 2021

Colerain Township, Hamilton County, OH (Lessee)

-and-

Huntington Public Capital Corporation (Lessor)

Ladies and Gentlemen:

As legal counsel to **Colerain Township, Hamilton County, OH** ("Lessee"), we have examined (1) an executed counterpart of a certain Master Lease Agreement No. **13417** dated **April 26, 2017**, the Equipment Schedule No. **007** dated as of **June _____, 2021** and all documents executed in connection therewith (collectively, the "Agreement") by and between Huntington Public Capital Corporation ("Lessor"), as Lessor, and Lessee, which among other things provides for the lease of, sale to and purchase by Lessee of certain property described in the Agreement (the "Equipment"); (2) an executed counterpart of the ordinance or resolution of Lessee which among other things authorizes Lessee to execute the Agreement; (3) the applicable income tax regulations of the Internal Revenue Code of 1986 (the "Code"), including particularly Sections 103 and 148 of the Code and Regulations Section 1.148-2 and 1.148-8 (the "Regulations") and Sections 141 to 149, and Section 265 of the Code, (4) the representations, warranties, and covenants contained in the Agreement with Lessee (and I know of no reason for such representations, warranties, and covenants to be false or untrue, and we are assured of their veracity, and rely on such veracity in rendering the following opinions), and (5) such other opinions, documents and matters of laws as we have deemed necessary in connection with the following opinions. If applicable, the term "Agreement" as used in this opinion shall include any Escrow Agreement executed by Lessee and Lessor related to the Agreement described above.

Based on the foregoing, we are of the following opinions:

(1) Lessee is a political subdivision, duly organized and existing under the laws of the State of **Ohio** (the "State"), is a state or political subdivision as such terms are used in Section 103 of the Internal Revenue Code of 1986 (the "Code"), and is a governmental unit within the meaning of Section 148(f) of the Code;

(2) The Agreement is in registered form, within the meaning of Section 149 of the Code, is not a private activity bond as defined in Section 141 of the Code, is a qualified tax exempt obligation as the term is used in Section 265(b) of the Code, and is qualified for the exception from certain rebate requirements contained in Section 148(f) of the Code

(3) Lessee has the requisite power and authority to purchase the Equipment, to execute and deliver the Agreement, to enter into the transactions contemplated by the Agreement and to perform its obligations under the Agreement;

(4) The Agreement and other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws, from time to time in effect, and equitable principles;

(5) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws, and no approval or consent is required from any governmental authority with respect to the entering in or performance by Lessee of the Agreement and the transactions contemplated thereby, or if any such approval is required, it has been duly obtained;

(6) There is no proceeding, pending or threatened, in any court or before an governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment;

(7) Lessee has sufficient moneys available to make all Lease Payments required to be paid under the Agreement during the current Fiscal Year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with all applicable laws;

(8) The interest portion of the Lease Payments to be made by Lessee pursuant to the Agreement are excludible from gross income for federal income tax purposes;

(9) The Agreement is in accordance with and does not violate the usury laws of the State; and

(10) The Agreement is not an "arbitrage bond" as defined in the Code and Regulations.

It is understood and agreed that counsel for Lessor may rely on this opinion in rendering any opinion as to the exclusion from gross income for Federal income tax purposes of the interest component of payments made by Lessee to the recipient thereof pursuant to the Agreement, and may attach a copy of this opinion to their opinion.

The opinions herein are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement our opinion to reflect any facts or circumstances that may hereafter come to our attention or to reflect changes in law that may hereafter occur or become effective. Moreover, our opinion is not a guarantee or assurance of any financial or economic result.

Lessor, its assignee and any of their assigns may rely upon this opinion subject to the following: (a) we have not been engaged to act, and have not acted, as counsel to Lessor, its assignee or any of their assigns in connection with the above matters; and (b) no attorney-client relationship exists, and no attorney-client relationship has at any time existed, between us and Lessor, its assignee or any of their assigns by virtue of this opinion letter.

Respectfully submitted,

_____

By: _____

PLEASE RETYPE THE CONTENT OF THIS ON THE LETTERHEAD OF LESSEE'S COUNSEL.

PUBLIC SAFETY

Department:	Police
Department Director:	Mark Denney, Police Chief

Motion to Sell Impounded and Unclaimed Vehicles at Auction
Recommend ADOPTION of the Motion.

Rationale:
Two unclaimed vehicles in the Police Impound Lot to GovDeals.

1. 1998 Ingersoll-Rand Bobcat Serial Number: 515814337
2. 2017 Chevrolet Cruze VIN: 1G1BE5SM8H7183795

PUBLIC SERVICES

Department:	Public Services
Department Director:	Jackie O'Connell, Director - Public Services

Motion to Approve a Township Tree Resolution and Street Tree Policy

Recommend ADOPTION of the Motion.

Rationale:

As part of the Township's 2021 Green Strategic Initiatives, this resolution and policy help to ensure preservations of street trees and all trees on public property.

There are many benefits of street trees, including reduction in heating/cooling costs, stormwater abatement and erosion control, improvement in air quality, and an increase in property values.

This resolution will help to reduce the loss of street trees and encourage new plantings throughout the Township.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of April, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Raj Rajagopal, Mr. Dan Unger, and Matthew Wahlert

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-21

RESOLUTION ADOPTING COLERAIN TOWNSHIP TREE REGULATIONS

WHEREAS, the Colerain Township Board of Trustees is responsible for the public health, welfare, and safety of the Township; and

WHEREAS, pursuant to Ohio Revised Code § 505.87, a board of township trustees may provide for the abatement, control, or removal of vegetation, garbage, refuse, and other debris from land in the township, if the board determines that the owner's maintenance of that vegetation, garbage, refuse, or other debris constitutes a nuisance; and

WHEREAS, pursuant to Ohio Revised Code § 5571.14, a board of township trustees may determine that an object bounding any township road and located wholly or in part on the land belonging to the road interferes with snow or ice removal from, the maintenance of, or the proper grading, draining, or dragging of the road, causes the drifting of snow on the road, or in any other manner obstructs or endangers the public travel of the road; and

WHEREAS, Colerain Township believes that township oversight is needed to regulate the trees and other vegetation located in Colerain Township and will benefit the public health, welfare, and safety of the Township.

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

1. Colerain Township Board of Trustees hereby adopts the Colerain Township Tree Regulations, a copy of which is attached hereto as Exhibit A and incorporated as a part of this Resolution.

2. This Resolution is hereby declared to necessary for the preservation of the public peace, health, safety and welfare of the Township.

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. 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

5. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Mr. Rajagopal _____, Mr. Unger_____ and Mr. Wahlert

ADOPTED this _____day of April, 2021.

BOARD OF TRUSTEES:

_____
Raj Rajagopal, Trustee

_____
Dan Unger, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of April, 2021.

Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO
TOWNSHIP TREE REGULATIONS

Section 1. Purpose

The purpose of these rules and regulations are to establish criteria and procedures for inspection and maintenance of trees and other vegetation in Colerain Township.

Section 2. Definitions

For the purposes of this Resolution, the following terms, phrases, words, and their derivations shall have the meaning herein given.

The word "person" means any person, firm, partnership, association, corporation, company, or organization of any kind.

The words "tree" or "street tree" include any tree or other plant in a public place or on private property as indicated by subsequent provisions of this Resolution.

The words "public place" means any public street, public highway, public park, and any property owned, managed, or held by Colerain Township within the boundaries of the Township.

The words "arboriculture, "management" or "preservation" mean the treating, spraying, pruning, and any other tree care work intended for the preservation of trees and the removal and prevention of tree pests, blights, and diseases of any and all kinds.

Section 3. The Public Tree Director

The Public Services Director shall, by virtue of their office, be the Public Tree Director. The Director may appoint a designee.

Section 4. Powers and Duties of the Public Tree Director

A. **General Authority.** The Public Tree Director, or their designee, is hereby given complete authority, control, and supervision of all trees which now or which may hereafter exist upon any public place owned and/or managed by the Township and over all trees which exist upon any private property within the Township when such trees are in such a hazardous condition as to significantly and adversely affect the public health, safety, and welfare.

B. **Specific Powers and Duties**

i. **Preservation and Removal of Trees on Township Public Property**

The Public Tree Director shall have the right and duty to prune, preserve, or remove any tree or other plant existing upon any Township managed right-of-way or public place when such tree, or part thereof, is so infected with any injury, fungus, insect, or other plant disease or when such tree, or part thereof, constitutes an interference with travel. Said Director is further authorized to take such measures with regard to such trees or plants as they deem necessary to preserve the function and safety or to preserve or enhance the beauty of such public places.

a) **Dead, Dangerous, or Diseased Tree.** Any dead, dangerous, or diseased tree in so far as it significantly adversely affects the public health, comfort, safety, and welfare is hereby declared a public nuisance dangerous to life and property. For the purposes of this resolution, a dead tree is any tree, with respect thereto the Public Tree Director or their designated agent, that has been determined that no part thereof is living; a dangerous tree is any tree, or part thereof, living or dead, which the Public Tree Director, or their designated agent, shall find is in such a condition and is so located as to constitute a danger to persons or property on public spaces in the vicinity of the said tree.

Obstructions as a Public Nuisance. Any hedge, tree, shrub, or other growth situated at the intersection of two or more streets, alleys, or driveways in the Township is hereby declared to be a public nuisance to the extent that such hedge, tree, shrub, or other growth obstructs the view of the operator of any motor vehicle with regard to other vehicles or pedestrians approaching or crossing of the said intersection.

ii. **Desirable and Undesirable Plant Lists.** The Public Tree Director shall maintain lists of desirable and undesirable tree species for planting in public places in the Township so as to ensure the public safety and welfare. Other species and varieties may be added or deleted from these lists as experience proves their positive or negative value.

iii. **Issuance of Permits for Removal and Planting.** The Public Tree Director is given full authority and control in connection with the issuance of permits hereinafter provided for.

iv. **Delegation of Duties and Authority.** In the exercise of all or any of the powers herein granted, the Public Tree Director shall have the authority to delegate all or part of their powers and duties with respect to supervision and control to their subordinates and assistants in the employ of the Township, as they may from time to time determine. Such subordinates or assistants may be appointed or replaced by the Public Tree Director as they deem expedient.

v. **Supervision.** The Public Tree Director or their appointed officer shall have the authority and it shall be their duty to supervise all work done under a permit issued in accordance with terms of this Resolution.

Section 5. Required Permit and Conditions for Tree Planting and Removal

A. **General Requirements.** No tree shall be planted or removed in or upon any Township managed right-of-way or public place without a written permit from the Public Tree Director. Such permit shall designate the type of tree, the reason for, and place where such tree is to be planted or removed. The Public Tree Director shall have the authority to approve and/or designate the species and variety of tree to be planted and the required spacing and required minimum planting size.

i. Application Data - The application for a permit herein required shall state the number, species, and variety of trees to be removed or planted; and such other information as the Public Tree Director shall find reasonably necessary to a fair determination of whether a permit should issue hereunder.

ii. Standards for Issuance- The Public Tree Director shall issue the permit provided for herein when they find that the desired action, proposed method and qualifications are satisfactory.

iii. Exemptions- The Public Tree Director may authorize any tree expert company or other professional to do the work or act described in Subsection 1 of this section without a written permit for each tree whenever they determine that such work or act will not be detrimental to the public interest and will be in accord with the spirit and other requirements of this Resolution.

Section 6. General Tree Regulations

A. **Injury to Trees Prohibited.** No person shall, without the written permission from the Public Tree Director in the case of a Township tree, do or cause to be done to others, any of the following acts:

i. Secure, fasten, or run any rope, wire, sign, or other device or material to, around, or through a tree.

ii. Break, injure, mutilate, deface, kill or destroy, or permit any fire to burn where it will injure any tree.

iii. Permit any toxic chemical, gas, smoke, brine, oil, or other injurious substance to seep, drain, or to be emptied upon or about any tree.

iv. Excavate any ditch or trench in such a manner as to adversely affect the health of a tree or damage the root system.

v. Erect, alter, repair, or raze any building or structure without taking reasonable precautions and placing suitable guards around all nearby trees which may be injured or defaced by or where said injury or defacement may arise out of, in connection with, or by reason of such operation. The reasonable tree protection measures shall be determined by the Public Tree Director or their designee.

vi. Knowingly permit any uninsulated electric transmission or distribution wires to come in prolonged contact with any public tree.

vii. Remove any guard, stake, or other device or material intended for the protection of any public tree or close or obstruct any open space about the base of a public tree designed to permit access of air, water, and fertilizer.

Section 7. Penalty

Any person violating any of the provisions of this Resolution may be cited criminally under the laws of the state of Ohio. Fines and penalties may also be issued as outlined in the most recent Township Tree Policy.

Section 8. Adoption

This resolution shall take effect from and after the date of the above adopted resolution.

Section 9. Repealer

Any Resolution of part thereof heretofore adopted which in any manner conflicts with any provisions of this Resolution is hereby repealed to the extent of such conflict.

COLERAIN TOWNSHIP TREE POLICY

PURPOSE

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

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

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

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

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

This tree removal and planting policy was developed to:

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

CONDITIONS FOR TREE REMOVAL

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

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

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

TREE REMOVAL PROCESS

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

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

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

TREE PLANTING

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

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

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

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

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

Any property owner may request a public tree removal to be performed by the Township by contacting the Public Services Department and, upon inspection and approval by Township staff, complete and sign

the Township's Tree Removal Permit. The Township will then perform the removal in a timeframe dependent upon the priority of other removal requests and available resources.

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

FINES AND PENALTIES

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

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

STANDARDS

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

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

DEVELOPMENT

Department: Development

Department Director:

Resolution Approving Rezoning at Clara Ave (Revised)

Recommend ADOPTION of the Resolution.

Rationale:

On March 23, 2021, the Board of Trustees adopted Resolution 20-21 effectuating a zone map amendment for a newly created parcel at the terminus of Clara Ave. When new planning staff reviewed the document ahead of June's Zoning Commission meeting it was determined that there were a number of substantial errors, omissions and typographical mistakes that needed to be addressed. This resolution repeals and replaces Resolution 20-21 and corrects the mistakes made in that Resolution.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 8th day of June, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matt Wahlert

Mr./Ms. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____-21

Case No. ZA2021-02 (Revised)
Approximate 0.14 acre area located approximately 235 feet north of the terminus of Clara Drive
Approval of a Re-Zoning Request
From R-7 (Multi-Family) to PD-B (Planned Development –Business)

WHEREAS, on March 23, 2021, the Board of Trustees adopted Resolution 20-21 effectuating a zone map amendment; and,

WHEREAS, due to staff error, there were typographical errors, omissions and incorrect information included in Resolution 20-21; and,

WHEREAS, the Board of Trustees wish to clarify and correct those, errors, omissions and incorrect information by repealing and replacing Resolution 20-21 with this resolution; and,

WHEREAS, Colerain Township, Property Owner, has submitted an application for a Zone Map Amendment from R-7 (Multi-Family Residential)to PD-B (Planned Development Business). The applicant proposes to construct a parking storage area for a collision repair business, and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the application on March 2nd, 2021, and after staff presentation, public comments, exhibits, and other materials submitted, voted 5-0 to recommend approval of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 9th, 2021, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, which voted 5-0 to approve, subject to conditions, the application for the Zoning Map Amendment request from R-7 (Multi-Family) to PD-B (Planned Development Business).

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Colerain Township, Hamilton County, Ohio accepts the recommendation of the Colerain Township Zoning Commission for a Zoning Map Amendment and corresponding variation requests, and that the Board of Trustees does hereby approve the request for the site in question, subject to the following conditions:

a. That sufficient fencing be provided to completely screen all vehicles located in the side and read yard areas of the Colerain Crossings Shopping Center. Said fencing should be of high-quality materials and shall not consist of chain link, barbed wire or razor wire designs.
b. That sufficient screening and landscaping be provided to completely screen all vehicles located in the side and read yard areas of the Colerain Crossings. Said landscaping should be in excess of what is required within the Zoning Resolution.
c. That the applicant properly care for the planted landscaping until it fully matures
d. That the growth located from the surplus lot on the site until the terminus of the property line be cleared out.
e. That additional landscape be provided throughout the park as necessary to mitigate any issues associated with the proposed construction of the off-street parking area.

In addition the following variances are approved:

1. Variance to allow fencing around the off-street parking area up to a height of eight (8) feet where four (4) feet is the maximum allowable height.
2. Variance to allow for a zero (0) feet landscape buffer where 40 feet is required.

The Board of Trustees of Colerain Township, Hamilton County, Ohio approve the change in zoning on the site in question for the reason that the Zoning Map Amendment would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and,

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

1. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Inspector.

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.

5. That this Resolution shall repeal and replace Resolution 20-21.

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

Vote Record: Mr. Rajagopal_____, Mr. Unger_____, Mr. Wahlert_____,

ADOPTED this 8th day of June, 2021.

BOARD OF TRUSTEES:

_____
Raj Rajagopal, Trustee

_____
Dan Unger, Trustee

_____
Matt Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

_____
Lawrence E. Barbiere (0027106)
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 8th day of June, 2021.

_____
Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department:	Administration
Department Director:	Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute Contract with Urban Fast Forward for the Production of a Strategic Reinvestment Plan for Groesbeck.

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township has received $30,000 in Community Development Block Grant funds from Hamilton County Community Development to complete a Strategic Reinvestment Plan for the Groesbeck neighborhood. In 2019, the Township adopted the Northbrook Now: Community Reinvestment Plan which provided an analysis of the neighborhood and recommendations for strategic interventions that could be executed by community groups and/or the Township to improve the neighborhood, decrease residential and commercial blight and drive reinvestment. The Township is looking to create a similar plan for the Groesbeck neighborhood.

At their meeting on Tuesday, April 27th the Board of Trustees Authorized the Release of Scope of Services which was published on the Township Website. Responses were due by May 26th. The Township received one response from a qualified respondent and recommends the execution of a contract with Urban Fast Forward for the production of a Strategic Reinvestment Plan for the Groesbeck Neighborhood. With the authorization of the execution of a contract, the proposed project start date is June 14, 2021 with a targeted completion date of December 31, 2021.

Groesbeck Strategic Reinvestment Plan

Colerain Township

COLERAIN
EST. 1794

Prepared By:
Urban Fast Forward

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT

May 25, 2021

LETTER OF INTEREST

May 25, 2021

Geoff Milz, Township Administrator
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Re: Consultant Services: Groesbeck Strategic Reinvestment Plan

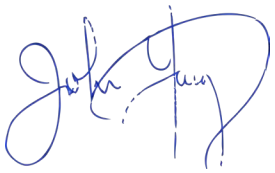
Dear Mr. Milz,

On behalf of Urban Fast Forward, I am pleased to submit our proposal for the Colerain Township's Groesbeck Strategic Reinvestment Plan.

Detailed in the following proposal is a catalogue of past projects and experiences which have generated success in prior years, including our work on the Northbrook Now plan. I firmly believe that our team is uniquely qualified to develop an effective strategy that will deliver implementable results for the Groesbeck community.

This proposal is valid for 90 days from the date hereof. If you have any questions about our proposal or our recommended approach for the project development process, please don't hesitate to contact me at (513) 850-9512 or at john@urbanfastforward.com.

Sincerely,



John Yung, AICP
Senior Project Executive

Urban Fast Forward
1710 Elm Street
Cincinnati, OH 45202

OUR APPROACH

Situated on the south side of Colerain Township, Groesbeck has long been the front door for many coming to the Township by way of Colerain Avenue and the Ronald Reagan Highway. One of the oldest areas within the township, the community is at a crossroads. As demographics and market preferences change, how can Groesbeck evolve in the 21st Century?

Strong "Murphy Homes" offer a solid foundation for existing residents who have lived in the neighborhood for years, yet challenges persist. The solution to attracting new families looking to start their lives in Groesbeck is to build on the communities' assets, realize opportunities and most importantly, create place. Available sites throughout the area offer opportunities for new housing typologies and the chance to design developments which encourage walkability.

Work will begin soon on improvements along Colerain Avenue. This is an opportunity for the community, existing businesses and stakeholders in re-envisioning the future of the corridor and seeking opportunities to organically develop new businesses that will help propel the community forward.

Urban Fast Forward has extensive experience working with Colerain Township and the Northbrook community in developing the 2018 Reinvestment Plan. Our work in Northbrook developed a path forward for the community's housing stock and built a brand on placemaking. This plan, our relationship with the township and stakeholders, provides us with a strong understanding of Colerain's communities and how to be most effective in planning and engaging residents. Our aim is to deliver success for Groesbeck based on this approach.

SCOPE OF WORK

PUBLIC ENGAGEMENT

- Review of available materials and previous findings
- Two stakeholder engagement sessions
  - » One large format workshop
  - » One targeted stakeholder engagement workshop
- Key community perceptions
- Stakeholder preferences and recommendations
- Regular (monthly) meetings with A Greater Groesbeck

Estimated cost: $5,000

STRATEGIC REINVESTMENT PLAN DEVELOPMENT

- Private commercial reinvestment
  - » Colerain Avenue Corridor (Galbraith Rd to Byrneside Dr)
- Housing
  - » Strengthen appeal to millennial homeowners
  - » Protect existing owners and asset value
    - » Blight concerns
    - » Property maintenance concerns
    - » Public improvements
    - » Private improvements
    - » Public/private partnership
    - » Financing/refinancing/foreclosure remediation
    - » Access to resources
  - » New housing
    - » Scattered site development
    - » Traditional development
  - » Branding
    - » Positioning Groesbeck as a desirable place
    - » Building on unique community character
      - » Assets to enhance
      - » Deficits to cure
      - » History

IMPLEMENTATION RECOMMENDATIONS

- Placemaking and activation
  - » Increase community engagement
    - » Raise community profile
      - » Internally
      - » Externally
    - » Programming
      - » Short-term tactical
      - » Ongoing
- Implementation of Colerain Avenue Corridor Plan and Colerain Township Comprehensive Plan
  - » Implementation strategy and to-do list
- Presentation of final report to Township Board of Trustees

Report cost: $25,000

TOTAL PROJECT COST: $30,000*

*This cost includes repeat customer discount. Additional services outside of scope can be provided at additional cost as agreed to with client.

PROJECT SCHEDULE

PROJECTS

NORTHBROOK NOW

COLERAIN TOWNSHIP, OH

Facing a changing housing demographic, the community of Northbrook needed a guiding strategy to focus its energy on driving revitalization in this mid-century neighborhood of Colerain Township. The township worked with Urban Fast Forward to develop a housing revitalization, branding, and placemaking strategy for the community.

Throughout 2019, the team engaged the broader community to identify the unique characteristics and energy of Northbrook in developing a customized strategy. Adopted in 2019, the Northbrook Now plan is a plan focused on implementation and achievable goals for the township, community groups, and other stakeholders.

This plan realizes the unique passion and drive of the community but also acknowledges the limitations in funding and resources in creating change. Thus, it advises Northbrook that impactful change can be on the ground and incremental, something that will serve as the community's starting point.

Read the full plan here.

PROJECT FACTS

PROJECT COMPLETION

2019

THE TEAM

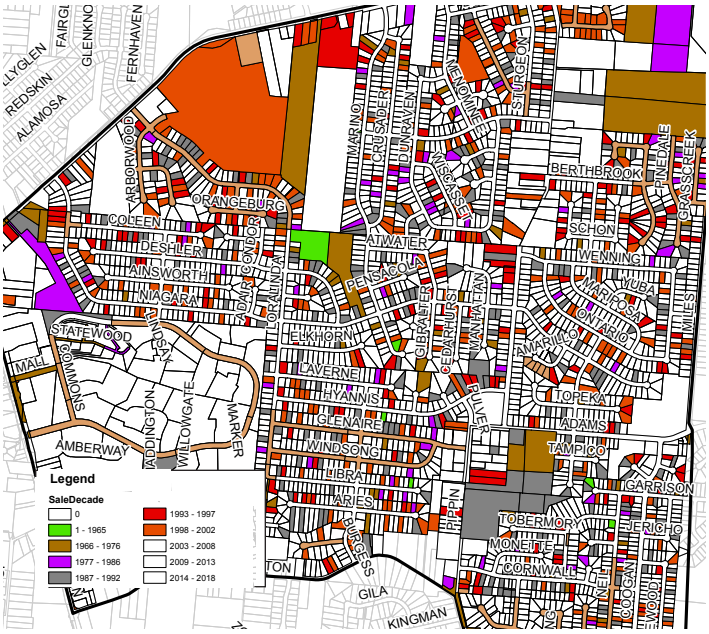
Urban Fast Forward

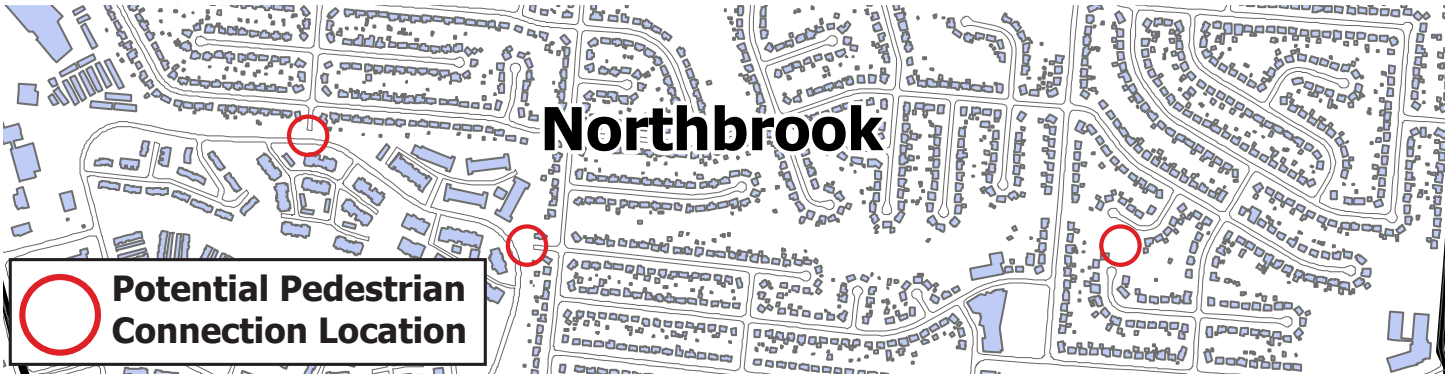
THE CLIENT

Colerain Township

SERVICES PROVIDED

1. Stakeholder Engagement
2. Placemaking Strategy
3. Community Branding
4. Housing Strategy
5. Implementation





NORTHBROOK NOW

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT

PROJECTS

ENGAGED NEIGHBORHOOD PLAN: PHASE I

SPRINGFIELD, OH

The City of Springfield, Ohio hired Urban Fast Forward and CUDA Studios to develop a strategic revitalization plan for the neighborhood just south of its downtown. The neighborhoood has considerable historic buildings that were threatened by decline and demolition.

The consulting team conducted extensive community engagement to engage long-time resident stakeholders, both eager and skeptical in a year long conversation to build a vision for the neighborhood. The team developed a set of recommendations that range from a tactical Phase 0 step to long-term capacity building for incremental and organic neighborhood revival.

The community and our team are continuing our work with the city on a second phase which includes an implementation of the steps recommended in the first phase report.

Read the full plan here.

PROJECT FACTS

PROJECT COMPLETION

2020

THE TEAM

Urban Fast Forward
CUDA Studio

THE CLIENT

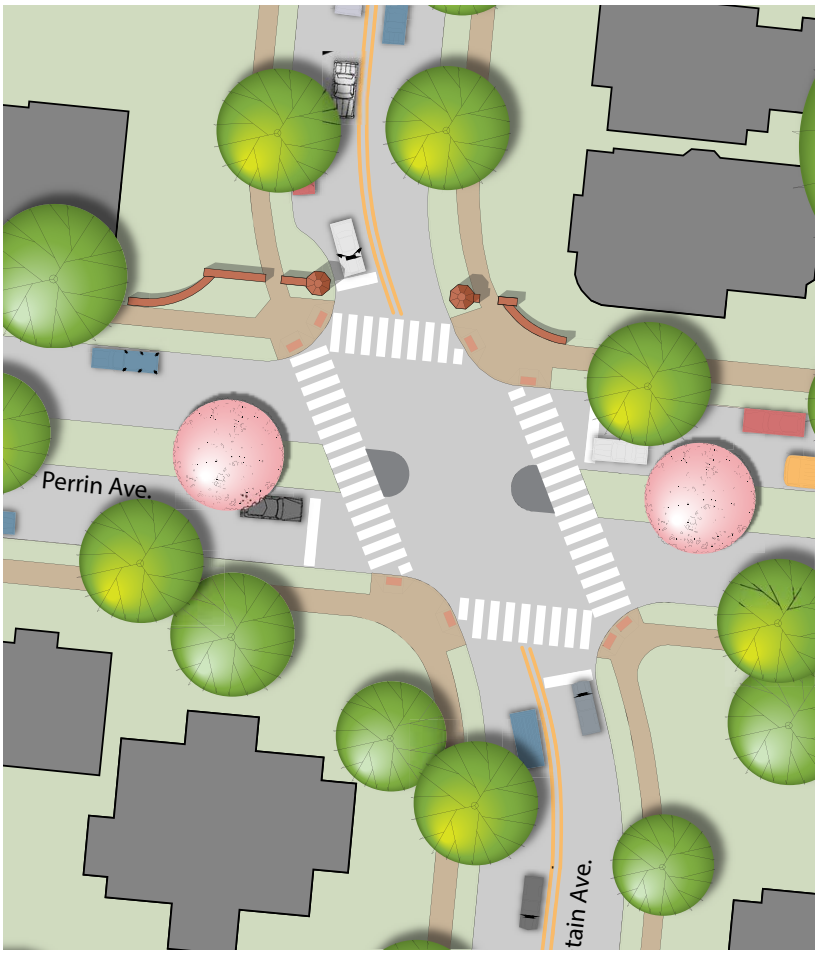
The City of Springfield

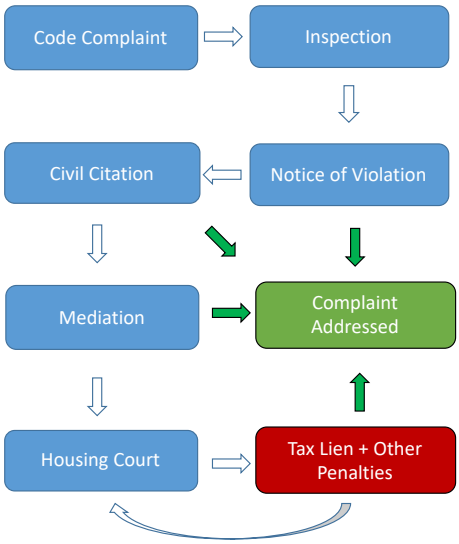
SERVICES PROVIDED

1. Market Analysis
2. Branding & Marketing
3. Implementation
4. Community Engagement
5. Urban Design

REFERENCE

Shannon Meadows, Community Development Director
smeadows@springfieldohio.gov
(937) 324-7380





ENGAGED NEIGHBORHOOD PLAN: PHASE I

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT

PROJECTS

HEALTHY HILLTOPS STRATEGIC REPORT

MT. HEALTHY, OH

In 2017, the City of Mt. Healthy, an idyllic town 10 miles outside of downtown Cincinnati, engaged the Urban Fast Forward team to gather data, conduct analysis, and prepare a set of recommendations for the community to help focus its energy towards revitalization. City leadership sought a reactivation for the downtown and surrounding areas with a focus on the historic Main Theatre as a potential development catalyst.

The Urban Fast Forward team gathered public input from community stakeholders, the city council, and the school district on their perceived strengths and weaknesses and worked towards developing recommendations that would capitalize on those strengths. Our 35+ recommendations encompassed a multi-pronged effort addressing retail strategy and activation, mobility and walkability, public policy, education, and a term we coined, sustainiculture.

The team created an implementation matrix for Mt. Healthy to help guide the community and to further identify which recommendations would be a short term effort vs. long term via funding, challenge, and time constraints.

Read the full plan here.

PROJECT FACTS

PROJECT COMPLETION

2018

THE TEAM

Urban Fast Forward

THE CLIENT

Mt. Healthy, OH

SERVICES PROVIDED

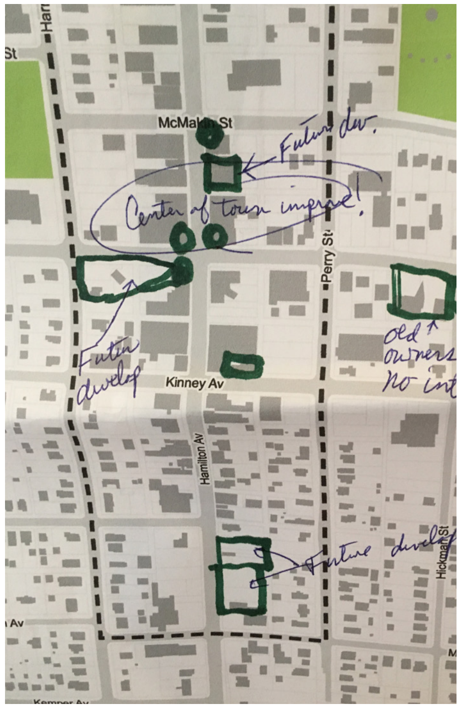
1. Market Analysis
2. Branding & Marketing
3. Neighborhood Planning
4. Community Visioning
5. Place Activation

REFERENCE

Bill Kocher, City Manager
BKocher@mthealthy.org
(513) 931-8840

Urban Fast Forward is a certified WBE

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT


McMakin St
Future dev.
Center of town improve!
Perry St
Future develop
Old owners no int
Kinney Av
Hamilton Av
Future develop


FIBONACCI
BREWING COMPANY


Joseph St
Hickman St
Joseph St
Hickman St
Madison Av
St Clair Av
Perry St
Hill Av
Hastings Av
McMakin St
Hamilton Av
Kinney Av
Harrison Av
Cedar St
Lakenoll Dr
Legend
Business District
Buildings


DRIVE-THRU • FLURRIES •
SMOOTHIES
Drive-Thru
OPEN

PROJECTS

BEEKMAN STREET & QUEEN CITY AVENUE STRATEGIC DEVELOPMENT GUIDEBOOK

CINCINNATI, OH

Urban Fast Forward was contracted by the community development nonprofit, Working In Neighborhoods (WIN), to develop a strategic plan for the Beekman corridor, which weaves together five unique communities. Much of the area contains historic industrial buildings, posing both a challenge and opportunity for redevelopment.

Throughout 2020, the consulting team engaged with stakeholders throughout all five neighborhoods. The limitations brought on by the COVID-19 pandemic required new methods of community engagement to be developed. Video meetings, phone calls, and socially-distanced outdoor events were used to gather information and feedback from the community.

The resulting plan lays out a series of recommendations addressing zoning, community branding, advocacy, placemaking and urban design, among others. Key locations were identified as locations where focused activity could lead to catalytic improvement. This plan is grounded in achievable changes that builds upon the drive of the passionate people who reside in the community.

PROJECT FACTS

PROJECT COMPLETION

2020

THE TEAM

Urban Fast Forward

THE CLIENT

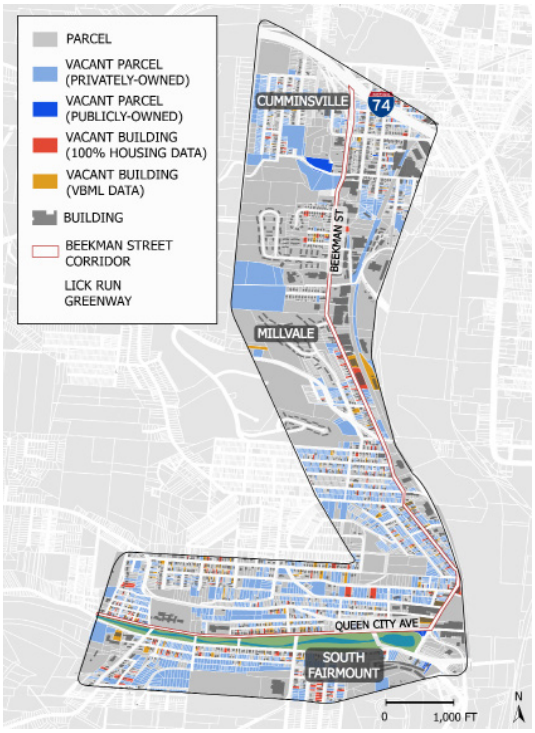
Working In Neighborhoods (WIN)

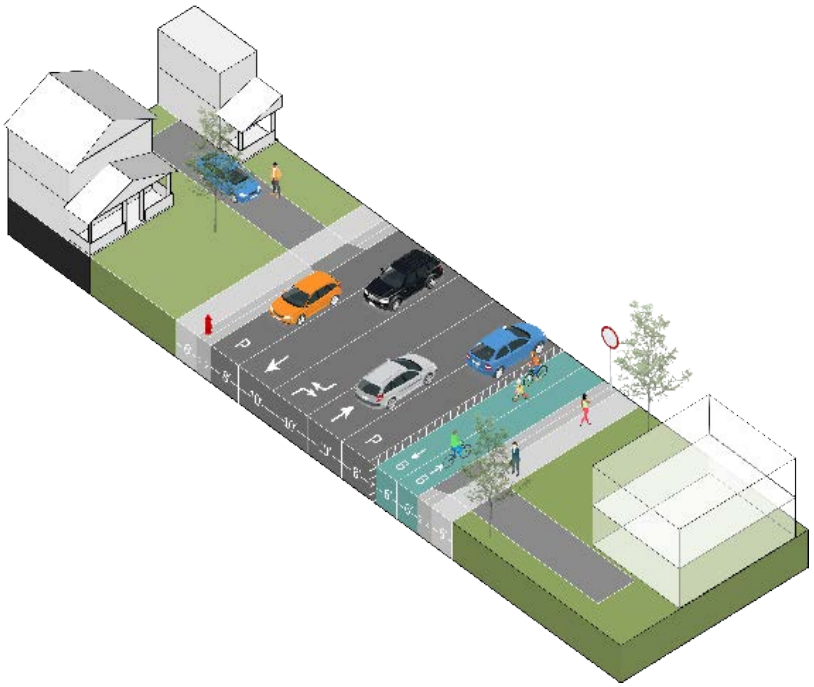
SERVICES PROVIDED

1. Stakeholder Engagement
2. Neighborhood Planning
3. Implementation
4. Placemaking
5. Urban Design

Urban Fast Forward is a certified WBE

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT





BEEKMAN STREET & QUEEN CITY AVENUE STRATEGIC DEVELOPMENT GUIDEBOOK

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT

SAMPLE CONTRACT

Agreement for Provision of Limited Professional Services

Date: May 26, 2021

Client: Colerain Township, Ohio

Project: Groesbeck Strategic Reinvestment Plan

Scope of Services: Attached

Charges:
Stipulated sum of $30,000.00, fixed price.
Payment will be on the following schedule:

At contract signing:	$7500.00
August 15:	$7500.00
October 15:	$7500.00
Submission of Final Report:	$7500.00

Schedule: Substantially per the schedule attached with adjustments as dictated by availabilities and client requirements.

Deliverable: A Final Report, with a summary of findings and proposed initiatives, to be supplied electronically in Adobe Acrobat PDF format and with 10 bound hard copies.

Special Conditions: As attached and made part of this agreement.

Accepted and agreed to:

_____
Kathleen Norris
Managing Principal, Urban Fast Forward, LLC

_____
Geoff Milz
Township Administrator, Colerain Township

Terms and Conditions

Form of Agreement: These terms and conditions apply to any agreement to furnish professional services to which they are attached or referenced, including but not limited to letter agreements, standard contract forms, service agreements, whether oral or written.

Reimbursable expenses: this contract does not contain a provision for reimbursable expenses.

Payment, invoices will be submitted 15 days before the agreed payment date, if stipulated, and are due on the agreed date.

Standard of Care: In providing services under this agreement, Consultant will endeavor to perform in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession under similar circumstances. Consultant will perform its services as expeditiously as is consistent with the skill and care and the orderly progress of Consultants' part of the project. Regardless of any other term or condition of this agreement, Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose are expressly disclaimed.

Indemnifications: Consultant and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from damage, liability or cost to the extent caused by their own negligent acts and/or errors or omissions or those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Disputes: Any dispute of any kind between the Consultant and the Client shall be submitted to non-binding mediation subject to the parties agreeing to a mediator. Unless otherwise stipulated, the laws of the Consultant's principal place of business shall govern this agreement.

Ownership of documents and electronic files: Except as noted below in re final report, all documents or electronic files produced by the Consultant under this agreement are instruments of service and shall remain the property of the Consultant and may not be used by the Client for any purpose without the written consent of the Consultant. Electronic files and other work are furnished solely for the convenience of the Client. The Client agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless from any claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from Consultants reports, files, or other work product.

The Final Report produced by Consultant for Client will be jointly the property of both parties and may be used by either in any way.

At-Will: It is the explicit understanding of the parties that no offer of employment or subsequent engagement is implied or offered by this agreement.

Entire Agreement: This agreement constitutes the entire agreement between the parties and these Terms and Conditions may only be amended by the written agreement of both parties. Should any portion of this agreement be found to be illegal or unenforceable, such portion shall be deleted while leaving the entirety of the balance in effect.

END TERMS AND CONDITIONS

THE TEAM

KATHLEEN NORRIS

PRINCIPAL, BROKER

EDUCATION

University of Cincinnati

LICENSING

Ohio Real Estate Broker

ORGANIZATIONS

- Leadership Cincinnati Class 14: Cincinnati USA Chamber of Commerce
- International Downtown Association
- Urban Land Institute

PUBLIC SPEAKING

- Urban Development Institute of Australia (2018)
- ULI National Conference (2016)
- ICMA National Conference (2015)
- International Economic Development Conference (2014)
- APA Cincinnati Chapter Conference (2012)
- LISC National Conference (2011)

Kathleen Norris is a specialist in urban real estate and revitalization. She made her entry into this practice area as Leasing Consultant for the Gateway Quarter, in Cincinnati's historic Over the Rhine, where she developed the concept for a new destination retail center. In 2 years, she recruited more than 20 retailers and restaurant operators to Over the Rhine, creating one of the most popular new shopping and dining destinations in Greater Cincinnati. She has since become one of the most sought-after consultants and practitioners on real estate issues pertinent to urban revitalization, known for a creative approach paired with an understanding of and sensitivity to community issues. At present Ms. Norris is a consultant on urban revitalization, comprehensive planning, and form-based code zoning revisions and works regularly with a range of local governments, economic development organizations, developers and community revitalization corporations on issues pertinent to urban real estate.

Ms. Norris is also a licensed realtor, and Managing Principal or her own firm, Urban Fast Forward. In that capacity, she is currently recruiting several high profile clients as well as a number of neighborhood business districts. She also represents some of Greater Cincinnati's best independent restaurateurs and retailers as well as a select list of regional and national clients. Prior to becoming a realtor and consultant, Ms. Norris was an arts industry executive for more than 30 years, serving as CEO of performing arts companies in Cincinnati, New York and Sydney, Australia. She's a fourth generation real estate professional, mother of two spectacular daughters and a native Cincinnatian.

URBAN REVITALIZATION STRATEGY

CITY OF CINCINNATI

- Race Street Corridor Revitalization (Downtown)
- Form-Based Code Implementation
- Land Development Code Industry Engagement

3CDC

- Gateway Quarter (Over-the-Rhine)

UPTOWN CONSORTIUM

- Short Vine Revitalization Strategy (Corryville)
- Ludlow Avenue Corridor Revitalization (Clifton)

RETAIL TENANTING STRATEGY & LEASING EXECUTION

- Cincinnati Metropolitan Housing Authority (West End)
- Model Group – Broadway Square (Pendleton)
- Great American Tower (Downtown)
- Gantry Place (Northside)
- City of Blue Ash – Summit Park
- Walnut Hills Redevelopment Foundation (Walnut Hills)
- The Community Builders (multiple neighborhoods)

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT

THE TEAM

JOHN YUNG, AICP

SENIOR PROJECT EXECUTIVE

EDUCATION

- Bachelor of Arts:
  Political Science, Philosophy
  Muskingum University
- Masters in Community Planning
  University of Cincinnati

CERTIFICATION

- American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

- American Planning Association
- Urban Land Institute
- Congress for the New Urbanism
- StrongTowns.org
- UrbanCincy.com

John Yung is a certified planner with more than 14 years of working in community development, planning and zoning.

Mr. Yung is a specialist in urban and community planning. His work focuses on revitalizing and enriching city centers and neighborhoods through a diverse array of planning strategies. He is skilled in land use code analysis, development plan review, and project implementation and has expertise in engaging both community members and elected officials. His work has included comprehensive planning, economic development, zoning code development, public speaking, community engagement and urban forestry. Mr. Yung is a regular contributor to the blog UrbanCincy.com and podcast. He has coordinated and hosted panel discussions on urban issues in partnership with the UC Niehoff Studio. He is a founding member of the CNU-Midwest Chapter, and an award-winning author.

CONSULTING PROJECTS

- Springfield Engaged Neighborhood Plan Phase I and II (Springfield, OH)
- Mt. Healthy Zoning (Mt. Healthy, OH)
- Middletown Growth Partnership (Middletown, OH)
- Lawrenceburg Downtown Activation (Lawrenceburg, IN)
- Northbrook Now Reinvestment Plan (Colerain Township, OH)
- Mt. Healthy Hamilton Avenue Revitalization Strategy (Mt. Healthy)
- Made in Camp, Camp Washington Neighborhood Plan (Camp Washington)
- Corporex- Rivercenter Retail Repositioning (Covington, KY)

MUNICIPAL EXPERIENCE

BELLEVUE, KY (ZONING ADMINISTRATOR)

- Bellevue Form-Based Code
  - Charrette Coordinator
  - Code Development
  - Plan Implementation/Code Administration
- Bellevue Comprehensive Plan Update 2008
  - Project Coordinator
  - Plan Implementation
- Bellevue Comprehensive Plan Update 2012
  - Project Coordinator

YELLOW SPRINGS, OH (ASSISTANT VILLAGE MANAGER)

- Sidewalk Plan and Inventory
- Economic Development Strategy

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT

THE TEAM

CASEY WHITE

PLANNING ASSOCIATE

EDUCATION

- Bachelor of Arts: International Affairs, Spanish, Enviornmental Studies
  University of Cincinnati
- Master of Community Planning
  University of Cincinnati

CERTIFICATION

- Candidate for American Institute of Certified Planners

PROFESSIONAL AFFILIATIONS

- American Planning Association

Casey White is planner specializing in economic development, project management, and urban design.

Ms. White graduated from the University of Cincinnati's Master of Community Planning program in 2020. Through an extended internship with the Cincinnati Center City Development Corporation (3CDC) during her graduate program, Casey worked on a variety of development projects in Cincinnati's central business district and Over-the-Rhine. Her contributions to those projects include proforma development, construction management, and graphic design. Ms. White's academic training concentrated on sustainability, economic development, and urban design. Her capstone project, which explored non-retail options to help grow a business district, was awarded the Director's Choice Award by the College of Design, Art, Architecture, and Planning.

CONSULTANT PROJECTS

- The Beekman Street & Queen City Avenue Strategic Development Guidebook (Cincinnati, OH)
- Springfield Engaged Neighborhood Plan Phase II (Springfield, OH)
- Middletown Growth Partnership (Middletown, OH)
- Lawrenceburg Downtown Activation (Lawrenceburg, IN)

PROJECT MANAGEMENT

- Project management of historic restorations, new builds, and surface parking lots in Over-the-Rhine and the central business district
- Experience with underwriting, proformas, and budgeting
- Federal and state funding applications including historic tax credits, new market tax credits, and CRA tax abatements

GRAPHIC DESIGN

- ArcGIS
- Adobe InDesign, Illustrator, and Photoshop
- SketchUp

URBAN FAST FORWARD
COMMERCIAL REAL ESTATE | PLANNING | ENGAGEMENT

ADMINISTRATION

Department:	Administration
Department Director:	Geoff Milz, Administrator

Discussion and Potential Action - Public Private Partnerships - Station 26

Staff seeks direction on this issue.

Rationale:

At the May 11, 2021 Board of Trustees meeting, the Trustees authorized the issuance of an RFP for a Public Private Partnership to construct a new Station 26 for the Fire Department. Responses were due on June 1, 2021. The Township received two responses to the RFP from:

- Genesis Municipal Development
- Public Facilities Investment Corporation (PFIC)

All of the responses can be found here: https://www.colerain.org/DocumentCenter/Index/313

From a strategic standpoint, Township staff met internally to review the various proposals and will interview firms on June 7 and June 8. A key consideration of each proposal is the financing structure of the proposal and if the vendor were able to offer a product at a Guaranteed Maximum Price (GMP) with a lease payment that would be less than the potential cost of debt service if the Township were to directly issue debt for the construction of a fire station.

ADMINISTRATION

Department:	Administration
Department Director:	Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute an Agreement with Anthem for Health Insurance for 2021-2022 Plan Year

Recommend ADOPTION of the Motion.

Rationale:

Colerain Township was able to negotiate a reduced rate for health care for the 2020-2021 plan year. The renewal represents a 17.8% reduction in medical health care costs for the Township. This renewal will not result in any plan design changes, as various Township collective bargaining agreements dictate HSA levels and plan design. However, new with this plan year is a transition of the Township's health care from a fully insured model to a self-insured model. With this transition, the Township will be required to create a self-insurance fund.

This renewal also includes a renewal for our existing dental plan (6.4% increase), vision plan (flat renewal), and life/AD&D (flat renewal). The 17.8% reduction will vastly outweigh the increase in dental plan. As a reminder, open enrollment is required to last 30 days by federal law and mist be completed by 8/1/2020. In order to provide staff time to properly set up open enrollment, it is requested that action be taken today. Anthem is currently drafting the final agreement at the above referenced rates. Once signed, it will be included at a future meeting as a consent agenda item.

Summary of Benefits

Anthem Dental Essential Choice PPO

Colerain Township

Anthem Blue Cross and Blue Shield Dental Complete Network

WELCOME TO YOUR DENTAL PLAN!

Regular dental checkups can help find early warning signs of certain health problems, which means you can get the care you need to get healthy. So, don't skimp on your dental care, good oral care can mean better overall health!

Powerful and easily accessible member tools.

- **Ask a Hygienist:** Dental members can simply email their dental questions to a team of licensed dental professionals who in turn will respond in about 24 hours.
- **Dental Health Risk Assessment:** We want our dental members to better understand their oral health and their risk factors for tooth decay, gum disease and oral cancer. This easy to use online tool can help them do this.
- **Dental Care Cost Estimator:** In order to help our dental member better understand the cost of their dental care, we offer access to a user-friendly, web-based tool that provides estimates on common dental procedures and treatments when using a network dentist.
- **Mobile Capabilities:** With our latest mobile application, Anthem Anywhere, members can find a network dentist as well as view their claims. It's available both for Android and Apple phones.

Dentists in your plan network.

- You'll save money when you visit a dentist in your plan network because Anthem and the dentist have agreed on pricing for covered services. Dentists who are not in your plan network have not agreed to pricing, and may bill you for the difference between what Anthem pays them and what the dentist usually charges.
- To find a dentist by name or location, go to anthem.com or call dental customer service at the number listed on the back of your ID card.

Ready to use your dental benefits?

- Choose a dentist from the network
- Make an appointment
- Show the office staff your member ID card
- Pay any deductible or copay that is part of your plan

Need to contact us?

See the back of your ID card for how to call, write or email us.

Your dental benefits at a glance

The following benefit summary outlines how your dental plan works and provides you with a quick reference of your dental plan benefits. For complete coverage details, please refer to your policy.

	In-Network	Out-of-Network
Coverage Year	**Calendar Year**	
Annual Benefit Maximum • Per insured person • Diagnostic & Preventive Services are applied to the Annual Benefit Maximum	**$1,000**	**$1,000**
Annual Maximum Carryover	**No**	**No**
Orthodontic Lifetime Benefit Maximum • Per eligible person	**$1,500**	**$1,500**
Select one Deductible • Per insured person • Family maximum	**$25** **2x single member deductible**	**$25** **2x single member deductible**
Deductible Waived for Diagnostic/Preventive Services	**Yes**	**Yes**
Out-of-Network Reimbursement	**90th percentile**	

Dental Services	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Diagnostic & Preventive Services • Periodic dental exam o Limited to two per 12 months • Teeth cleaning (prophylaxis) o Limited to two per 12 months; combined with periodontal maintenance • Bitewing X-rays o Limited to one set per 12 months • Full-Mouth or Panoramic X-rays o Limited to one per 60 months • Fluoride application o Limited to one per 12 months through age 15 • Sealant application o Limited to one per 60 months through age 18	**100% coinsurance**	**100% coinsurance**	**No waiting period**
Basic (Restorative) Services • Consultation (second opinion) o Limited to one per 12 months; only with X-rays and no other services • Space maintainer insertion o Limited to one per tooth space per lifetime through age 18 • Amalgam (silver-colored) filling o Limited to one per tooth surface per 36 months • Composite (tooth-colored) filling o Limited to one per tooth surface per 36 months; posterior (back) fillings not paid as an amalgam (silver-colored filling) • Brush biopsy (cancer test) o Not covered	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Endodontics (Non-Surgical) • Root Canal and retreatments o Limited to one per tooth per 36 months; permanent teeth only	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Endodontics (Surgical) • Apicoectomy and apexification o Limited to one per tooth per 36 months; permanent teeth only	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Periodontics (Non-Surgical) • Periodontal maintenance o Limited to two per 24 months, combined with teeth cleanings • Scaling and root planning o Limited to one per quadrant per 24 months when the tooth pocket has a depth of four millimeters or greater	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Periodontics (Surgical) • Periodontal surgery (osseous, gingivectomy, graft procedures) o Limited to one per quadrant per 36 months	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Oral Surgery (Simple) • Simple extraction o Limited to one per tooth per lifetime	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Oral Surgery (Complex) • Surgical extraction o Limited to one per tooth per lifetime	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Major (Restorative) Services • Crowns, onlays, veneers o Limited to one per tooth per 96 months	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Prosthodontics • Dentures and bridges o Limited to one per tooth/arch per 96 months • Implant placement o Limited to one per tooth/arch per 96 months; • Implant prosthodontics o Limited to one per tooth/arch per 96 months; paid as a non-implant crown, bridge, and/or denture	**80% coinsurance**	**80% coinsurance**	**No waiting period**
Repairs/Adjustments • Crown, denture, and bridge repairs o Limited to one per tooth per 12 months; not within 6 months of placement • Denture and bridge adjustments o Limited to two per tooth per 12 months; not within 6 months of placement	**80% coinsurance**	**80% coinsurance**	**No waiting period**

Dental Services (continued)	In-Network Anthem Pays:	Out-of-Network Anthem Pays:	Waiting Period
Adult/Child Orthodontic Services ○ Through age 18	**60% coinsurance**	**60% coinsurance**	**No waiting period**
Temporomandibular Joint Disorder (TMJ) • X-rays, splints, and surgical procedures including arthroscopy and orthotic devices ○ Not covered	**Not covered**	**Not covered**	**Not Applicable**
Cosmetic Teeth Whitening ○ Limited to one per tooth (arch) per 12 months	**Not covered**	**Not covered**	**Not Applicable**
NOTE: Cosmetic benefits, such as teeth bleaching, in an insurance policy may have income tax implications for both employer groups and plan members. For example, the dollar value of the cosmetic benefit may be considered part of an individual's taxable income. For more information concerning the tax ramifications of cosmetic insurance benefits, please consult a legal or tax advisor.			
Additional Services and Programs			
Anthem Whole Health Connection - Dental℠ • For members with certain health conditions, additional dental benefits are available without a deductible or waiting periods. Eligible services are paid at 100% and won't reduce your coverage year annual maximum (if applicable)		Included	
Accidental Dental Injury Benefit • Provides members 100% coverage for accidental injuries to teeth up to the coverage year annual maximum (if applicable). No deductibles, member coinsurance, or waiting periods apply		Included	
Extension of Benefits • Following termination of coverage, members are provided up to 60 days to complete treatment started prior to their termination of coverage under the plan and eligible services will be covered		Included	
International Emergency Dental Program • Provides emergency dental benefits while working or traveling abroad from licensed, English-speaking dentists. Eligible covered services will be paid 100% with no deductibles, member coinsurance, or waiting periods and won't reduce the member coverage year annual maximum (if applicable)		Included	

Additional Limitations & Exclusions

Below is a partial listing of non-covered services under your dental plan. Please see your policy for a full list.

Services provided before or after the term of this coverage - Services received before your effective date or after your coverage ends, unless otherwise specified in the dental plan certificate

Orthodontics (unless included as part of your dental plan benefits) including orthodontic braces, appliances and all related services

Cosmetic dentistry (unless included as part of you dental plan benefits) provided by dentists solely for the purpose of improving the appearance of the tooth when tooth structure and function are satisfactory and no pathologic conditions (cavities) exist

Drugs and medications including intravenous conscious sedation, IV sedation and general anesthesia when performed with nonsurgical dental care

Analgesia, analgesic agents, and anxiolysis nitrous oxide, therapeutic drug injections, medicines or drugs for nonsurgical or surgical dental care except that intravenous conscious sedation is eligible as a separate benefit when performed in conjunction with complex surgical services.

Waiting periods for endodontic, periodontic and oral surgery services may differ from other Basic Services or Major Services under the same dental plan. There may be a waiting period of up to 24 months for replacement of congenitally missing teeth or teeth extracted prior to coverage under this plan.

This is not a contract; it is a partial listing of benefits and services. All covered services are subject to the conditions, limitations, exclusions, terms and provisions of your policy. **In the event of a discrepancy between the information in this summary and the policy, your policy will prevail.**

Dental Renewal for:

COLERAIN TOWNSHIP

Group Number: W40580

Fully Insured

For the Period
August 01, 2021 through July 31, 2022

Presented By

Anthem BlueCross BlueShield

COLERAIN TOWNSHIP
Group Number: W40580
Fully Insured
Rate Sheet
August 01, 2021 through July 31, 2022

ENROLLMENT	
Average Enrollment for the Experience Period	154
Employee Only	51
Family	102
Total Current Enrollment	153
CURRENT RATES	
Employee Only	$26.55
Family	$83.76
Total Monthly Premium	$9,897.57
Total Annual Premium	$118,770.84
FINAL RATE ACTION	**6.40%**
RENEWAL RATES	
Employee Only	$28.25
Family	$89.12
Total Monthly Premium	$10,530.99
Total Annual Premium	$126,371.88
Broker Commission	5.00%

Anthem Blue Cross and Blue Shield reserves the right to revise the premiums or charges should the group request changes in their benefits, networks, or service level, or should the total enrollment or enrollment distribution by product, membership type, or location differ by 10% or more from the ending of the enrollment noted above. Minimum participation and contribution requirements must be maintained at all times to continue coverage.

This renewal is contingent upon the group / plan sponsor being current with all premium or fees as of the effective date of the renewal, unless specifically agreed to in writing in advance by Anthem.

gt 5/3/2021

Anthem Life Insurance Company
P.O. Box 4445
Atlanta GA 30302 GAG 008-0012
Tel 866-676-9645
Fax 404-467-2955
Email AnthemLife&DisUW_Renewals@anthem.com

COLERAIN TOWNSHIP
4200 SPRINGDALE RD
CINCINNATI OH, 45251

February 5, 2021

Dear Benefits Administrator:

Thank you for the opportunity you've given us to provide coverage to your employees. We appreciate the confidence you have placed in us, and we remain dedicated to providing you and your employees with quality, cost effective coverage.

We have completed our evaluation of your group coverage with us. Our analysis takes into consideration a variety of elements that include overall industry trends in claims incidence, shifts in employee composition as well as other financial or premium related issues that have a bearing on our cost structure. After careful consideration of the above factors, we have established the pricing for your upcoming policy period.

The resulting renewal rates are shown on the attached page. It is our expressed intent to provide the best possible relationship of benefit costs to the products we provide to your group. Please be assured that our analysis has been completed with this in mind.

We offer a variety of products including optional/supplemental life, short and long term disability, dental and vision coverage, and an Employee Assistance Program (EAP). If you have any questions regarding our renewal assessment or would like information regarding our products, please do not hesitate to contact your insurance broker or your Sales representative.

We appreciate the opportunity to provide your employee benefits and look forward to continuing our relationship.

Sincerely,

Jacob Johnson

Group Underwriter

3350 Peachtree Road • Atlanta • GA • 30326

COLERAIN TOWNSHIP

COLERAIN TOWNSHIP
Premium Summary
8/1/2021
Next Anniversary: 08/01/2022

Line of Business	Lives	Volume	Current Rates	Renewal Rates
Basic Life per $1,000	179	$8,872,500	$0.10	$0.10
Basic AD&D per $1,000	179	$8,872,500	$0.02	$0.02
Optional Life per $1,000 (employee)				
Under 25-29			$0.06	$0.06
30-34			$0.07	$0.07
35-39			$0.09	$0.09
40-44			$0.139	$0.139
45-49			$0.22	$0.22
50-54			$0.35	$0.35
55-59			$0.528	$0.528
60-64			$0.688	$0.688
65-69			$1.148	$1.148
70-74			$2.508	$2.508
75-79			$5.268	$5.268
80-84			$5.268	$5.268
85-89			$5.268	$5.268
Over 89			$5.268	$5.268
Optional Life per $1,000 (spouse)				
Under 25-29			$0.06	$0.06
30-34			$0.07	$0.07
35-39			$0.09	$0.09
40-44			$0.139	$0.139
45-49			$0.22	$0.22
50-54			$0.35	$0.35
55-59			$0.528	$0.528
60-64			$0.688	$0.688
65-69			$1.148	$1.148
70-74			$2.508	$2.508
75-79			$5.268	$5.268
80-84			$5.268	$5.268
85-89			$5.268	$5.268
Over 89			$5.268	$5.268

These renewal rates are based on your current benefits. Please refer to your certificate for more detailed information.

Optional Life per $1,000 (child)	$0.116	$0.116
Optional AD&D per $1,000	$0.034	$0.034

TOTAL	**Current**	**Renewal**
Monthly Premium	$1,064.70	$1,064.70
Annual Premium	$12,776.40	$12,776.40
Premium Change %		0%

**Your current and renewal premium for Voluntary or Optional Supplemental Life and/or Voluntary LTD and Voluntary STD is not included in your total premium listed above. Your bill will reflect the premium totals for those individual's in their age bands.*

These renewal rates are based on your current benefits. Please refer to your certificate for more detailed information.

Blue View Vision℠

Colerain Township
Plan FS.B.10.10.130.130

Anthem. BlueCross BlueShield

Effective 08/1/2021

Welcome to your Blue View Vision plan!

You have many choices when it comes to using your benefits. As a Blue View Vision plan member, you have access to one of the nation's largest vision networks. You may choose from many private practice doctors, local optical stores, and national retail stores including LensCrafters®, Target Optical®, Sears Optical®, JCPenney® Optical and most Pearle Vision® locations. You may also use your in-network benefits to order eyewear online at Glasses.com and ContactsDirect.com. To locate a participating network eye care doctor or location, log in at **anthem.com**, or from the home page menu under Care, select **Find a Doctor**. You may also call member services for assistance at **1-866-723-0515**.

Out-of-Network – If you choose to, you may instead receive covered benefits outside of the Blue View Vision network. Just pay in full at the time of service, obtain an itemized receipt, and file a claim for reimbursement up to your maximum out-of-network allowance.

YOUR BLUE VIEW VISION PLAN BENEFITS	IN-NETWORK	OUT-OF-NETWORK	FREQUENCY
Routine Eye Exam			
A comprehensive eye examination	$10 copay	Up to $42 allowance	Once every calendar year
Eyeglass Frames			
One pair of eyeglass frames	$130 allowance, then 20% off any remaining balance	Up to $45 allowance	Once every two calendar years
Eyeglass Lenses *(instead of contact lenses)*			
One pair of standard plastic prescription lenses: • Single vision lenses • Bifocal lenses • Trifocal lenses	 $10 copay $10 copay $10 copay	 Up to $40 allowance Up to $60 allowance Up to $80 allowance	Once every calendar year
Eyeglass Lens Enhancements When obtaining covered eyewear from a Blue View Vision provider, you may choose to add any of the following lens enhancements at no extra cost.			
• Transitions Lenses (for a child under age 19) • Standard polycarbonate (for a child under age 19) • Factory scratch coating	$0 copay $0 copay $0 copay	No allowance when obtained out-of-network	Same as covered eyeglass lenses
Contact Lenses *(instead of eyeglass lenses)* Contact lens allowance will only be applied toward the first purchase of contacts made during a benefit period. Any unused amount remaining cannot be used for subsequent purchases in the same benefit period, nor can any unused amount be carried over to the following benefit period.			
• Elective conventional (non-disposable) OR • Elective disposable OR • Non-elective (medically necessary)	$130 allowance, then 15% off any remaining balance $130 allowance *(no additional discount)* Covered in full	Up to $105 allowance Up to $105 allowance Up to $210 allowance	Once every calendar year

This is a primary vision care benefit intended to cover only routine eye examinations and corrective eyewear. Blue View Vision is for routine eye care only. If you need medical treatment for your eyes, visit a participating eye care doctor from your medical network. Benefits are payable only for expenses incurred while the group and insured person's coverage is in force. This information is intended to be a brief outline of coverage. All terms and conditions of coverage, including benefits and exclusions, are contained in the member's policy, which shall control in the event of a conflict with this overview. This benefit overview is only one piece of your entire enrollment package.

EXCLUSIONS & LIMITATIONS (not a comprehensive list – please refer to the member Certificate of Coverage for a complete list)

Combined Offers. Not to be combined with any offer, coupon, or in-store advertisement.
Excess Amounts. Amounts in excess of covered vision expense.
Sunglasses. Plano sunglasses and accompanying frames.
Safety Glasses. Safety glasses and accompanying frames.
Not Specifically Listed. Services not specifically listed in this plan as covered services.
Lost or Broken Lenses or Frames. Any lost or broken lenses or frames are not eligible for replacement unless the insured person has reached his or her normal service interval as indicated in the plan design.
Non-Prescription Lenses. Any non-prescription lenses, eyeglasses or contacts. Plano lenses or lenses that have no refractive power.
Orthoptics. Orthoptics or vision training and any associated supplemental testing.

OPTIONAL SAVINGS AVAILABLE FROM BLUE VIEW VISION IN-NETWORK PROVIDERS ONLY		In-network Member Cost (after any applicable copay)
Retinal Imaging - at member's option can be performed at time of eye exam		Not more than $39

Eyeglass lens upgrades
When obtaining eyewear from a Blue View Vision provider, you may choose to upgrade your new eyeglass lenses at a discounted cost. Eyeglass lens copayment applies.
	○ Transitions lenses (Adults)
	○ Standard Polycarbonate (Adults)
	○ Tint (Solid and Gradient)
	○ UV Coating
	○ Progressive Lenses[1]
	  ○ Standard
	  ○ Premium Tier 1
	  ○ Premium Tier 2
	  ○ Premium Tier 3
	○ Anti-Reflective Coating[2]
	  ○ Standard
	  ○ Premium Tier 1
	  ○ Premium Tier 2
	○ Other Add-ons
		$75
		$40
		$15
		$15
		
		$65
		$85
		$95
		$110
		
		$45
		$57
		$68
		20% off retail price

Additional Pairs of Eyeglasses Anytime from any Blue View Vision network provider.	○ Complete Pair ○ Eyeglass materials purchased separately	40% off retail price 20% off retail price
Eyewear Accessories	○ Items such as non-prescription sunglasses, lens cleaning supplies, contact lens solutions, eyeglass cases, etc.	20% off retail price
Contact lens fit and follow-up A contact lens fitting and up to two follow-up visits are available to you once a comprehensive eye exam has been completed.	○ Standard contact lens fitting[3] ○ Premium contact lens fitting[4]	Up to $55 10% off retail price
Conventional Contact Lenses	○ Discount applies to materials only	15% off retail price

[1] Please ask your provider for his/her recommendation as well as the available progressive brands by tier.

[2] Please ask your provider for his/her recommendation as well as the available coating brands by tier.

[3] Standard fitting includes spherical clear lenses for conventional wear and planned replacement. Examples include but are not limited to disposable and frequent replacement.

[4] Premium fitting includes all lens designs, materials and specialty fittings other than standard contact lenses. Examples include but are not limited to toric and multifocal.

Discounts are subject to change without notice. Discounts are not 'covered benefits' under your vision plan and will not be listed in your certificate of coverage. Discounts will be offered from in-network providers except where state law prevents discounting of products and services that are not covered benefits under the plan. Discounts on frames will not apply if the manufacturer has imposed a no discount policy on sales at retail and independent provider locations. Some of our in-network providers include:

GLASSES.COM · contactsdirect · LensCrafters · PEARLE VISION · Target Optical · sears OPTICAL · JCPenney optical

ADDITIONAL SAVINGS AVAILABLE THROUGH ANTHEM'S SPECIAL OFFERS PROGRAM *

Savings on items like additional eyewear after your benefits have been used, non-prescription sunglasses, hearing aids and even LASIK laser vision correction surgery are available through a variety of vendors. Just **log in at anthem.com**, select discounts, then Vision, Hearing & Dental.

* Discounts cannot be used in conjunction with your covered benefits.

OUT-OF-NETWORK

If you choose to receive covered services or purchase covered eyewear from an out-of-network provider, network discounts will not apply and you will be responsible for payment of services and/or eyewear materials at the time of service. Please complete an out-of-network claim form and submit it along with your itemized receipt to the fax number, email address, or mailing address below. To download a claim form, log in at **anthem.com**, or from the home page menu under Support select Forms, click Change State to choose your state, and then scroll down to Claims and select the Blue View Vision Out-of-Network Claim Form. You may instead call member services at **1-866-723-0515** to request a claim form.

To Fax: 866-293-7373
To Email: oonclaims@eyewearspecialoffers.com
To Mail: Blue View Vision
Attn: OON Claims
P.O. Box 8504
Mason, OH 45040-7111

This Business Associate Agreement ("BAA") is provided to memorialize the parties duties and responsibilities in connection with the requirements imposed by the Health Insurance Portability and Accountability Act and the Privacy, Security, Breach Notification and Standard Transactions regulations. In the event that a BAA is not formally executed by the parties, the first transmission of protected health information by, or on behalf of, the group health plan to Anthem, or its designee, shall indicate acceptance of the terms of this BAA.

Group Health Plan Business Associate Agreement

This Business Associate Agreement ("Agreement") is effective as of 8/1/2021 and is made among Business Associate, and the Group Health Plan ("Plan"), and the Plan Sponsor ("Sponsor") named on the signature page of this Agreement.

WITNESSETH AS FOLLOWS:

WHEREAS, Sponsor has established and maintains a plan of health care benefits which may be administered by applicable law.

WHEREAS, Sponsor has retained Business Associate to provide certain claims administrative services with respect to the Plan which are described and set forth in a separate Administrative Services Agreement among those parties ("ASO Agreement"), as amended from time to time;

WHEREAS, Sponsor is authorized to enter into this agreement on behalf of Plan;

WHEREAS, the parties to this Agreement desire to establish the terms under which Business Associate may use or disclose Protected Health Information (or "PHI") such that the Plan may comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and the Privacy, Security, Breach Notification and Standard Transactions regulations found at 45 C.F.R. Parts 160-164 (collectively, the "HIPAA Regulations") along with any guidance and/or regulations issued by the U.S. Department of Health and Human Services.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Plan, Sponsor and Business Associate hereby agree as follows:

I. DEFINITIONS

Unless otherwise defined in this Agreement, capitalized terms shall have the same meaning as used in the HIPAA Regulations. Such terms shall only have such meaning with respect to the information created or maintained in support of this Agreement and the parties' ASO Agreement. A reference in this Agreement to any section of the HIPAA Regulations shall mean the section as in effect.

II. BUSINESS ASSOCIATE'S RESPONSIBILITIES

A. Privacy of Protected Health Information

1. **Prohibition on Non-Permitted Use or Disclosure.** Business Associate will neither use nor disclose PHI in a manner inconsistent with the HIPAA Regulations and applicable law.

2. **Permitted Uses and Disclosures.** Business Associate is permitted to use or disclose PHI: (1) as permitted or required by this Agreement, or any other agreement between the parties, (2) as permitted in writing by the Plan or its Plan administrator, (3) as authorized by Individuals, or (4) as Required by Law.

a. **Functions and Activities on Plan's Behalf.** Business Associate will be permitted to use and disclose PHI (a) for the management, operation and administration of the Plan, (b) for the services set forth in the ASO Agreement, which include (but are not limited to) Treatment, Payment activities, and/or Health Care Operations, and (c) as otherwise required to perform its obligations under any agreement between the parties.

b. **Business Associate's Management and Administration.** Business Associate may use and disclose PHI in a manner consistent with the HIPAA Regulations as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities.

c. **Protected Health Information Use and Disclosure.** In conformance with the HIPAA Regulations, Business Associate may use and disclose PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities and to perform Data Aggregation services, and to create De-identified PHI, Summary Health Information and/or Limited Data Sets. Business Associate is expressly permitted to disclose PHI to Health Care Providers as permitted by the HIPAA Regulations.

d. **Minimum Necessary and Limited Data Set.** Business Associate shall utilize a Limited Data Set where practicable. Otherwise, Business Associate will make reasonable efforts to use, disclose, or request only the minimum necessary amount of PHI to accomplish the intended purpose.

B. Disclosure to Plan and Employer (and their Subcontractors) Other than disclosures permitted by Section II.A above, Business Associate will not disclose PHI to the Plan, its Plan administrator or Employer, or any business associate or subcontractor of such parties except as set forth in Section IX.

C. Business Associate's Subcontractors and Agents Business Associate will require its subcontractors that create, receive, maintain, or transmit PHI to provide reasonable assurance, evidenced by a written contract, consistent with this Agreement.

D. Reporting Non-Permitted Use or Disclosure, Breaches and Security Incidents

1. **Non-permitted Use or Disclosure.** Business Associate will report any use or disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware periodically, or upon request, to the Plan or its Plan administrator. Such reports shall not include instances where Business Associate inadvertently misroutes PHI to a Health Care Provider to the extent the disclosure is not a Breach as defined under 45 C.F.R. § 164.402.

2. **Security Incidents.** Business Associate will report any Breach or security incidents affecting PHI of which Business Associate becomes aware. The parties acknowledge and agree that this Section constitutes notice by Business Associate to Plan of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Plan shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, malware, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

3. **Breach.** Business Associate will promptly, and without unreasonable delay, report to Plan any Breach of Unsecured PHI. The content of such report will comply with the HIPAA Regulations. Business Associate will cooperate with Plan in investigating the Breach and in meeting the Plan's obligations under applicable breach notification laws. In addition to providing notice to Plan of a Breach, Business Associate will provide any required notice to individuals and applicable regulators on behalf of Plan.

E. Termination for Breach of Privacy Obligations Without limiting the rights of the parties set forth in the ASO Agreement, either party may terminate this Agreement and the ASO Agreement if the other has engaged in a pattern of activity or practice that constitutes a material breach of this Agreement. Notwithstanding the foregoing, the terminating party shall provide the other with an opportunity to cure the material breach. If these efforts to cure the material breach are unsuccessful, as determined by the terminating party in its reasonable discretion, the parties shall terminate the ASO Agreement and this Agreement, as soon as administratively feasible.

F. Disposition of PHI

1. **Return or Destruction Upon ASO Agreement End.** The parties agree that upon cancellation, termination, expiration or other conclusion of the ASO Agreement, destruction or return of all PHI, in whatever form or medium (including in any electronic medium under Business Associate's custody or control) is not feasible given the regulatory requirements to maintain and produce such information for an extended period of time after such termination. In addition, Business Associate is required to maintain such records to support its contractual obligations with its vendors and network providers and, as applicable, maintain Individual treatment records. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those consistent with applicable business and legal obligations for so long as Business Associate, or its subcontractors or agents, maintains such PHI. Business Associate may destroy such PHI in accordance with applicable law and its record retention policy that it applies to similar records.

2. **Exception When Business Associate Becomes Plan's Health Insurance Issuer.** If upon cancellation, termination, expiration or other conclusion of the ASO Agreement, Business Associate (or an affiliate of Business Associate) becomes the Plan's health insurance underwriter, then Business Associate shall transfer any PHI that Business Associate created or received for or from Plan to that part of Business Associate (or affiliate of Business Associate) responsible for health insurance functions.

3. **Survival of Termination.** The provisions of this Section II.F. shall survive cancellation, termination, expiration, or other conclusion of this Agreement and the ASO Agreement.

III. ACCESS, AMENDMENT AND DISCLOSURE ACCOUNTING

A. Access Business Associate will respond to an Individual's request for access to his or her PHI as part of Business Associate's normal customer service function, or such requests made by the Plan on behalf of the Individual. Business Associate will respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with 45 C.F.R. § 164.524.

B. Amendment Business Associate will respond to an Individual's request to amend his or her PHI as part of Business Associate's normal customer service functions, or such requests made by the Plan on behalf of the Individual. Business Associate will respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in 45 C.F.R. § 164.526.

C. Disclosure Accounting

1. Business Associate will respond to an Individual's request for an accounting of disclosures of his or her PHI as part of Business Associate's normal customer service function, or such requests made by the Plan on behalf of the Individual. Business Associate will respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in 45 C.F.R. § 164.528.

2. In addition, Business Associate will assist the Plan by performing the following functions so that the Plan may meet its disclosure accounting obligation under 45 C.F.R. § 164.528:

a. **Disclosure Tracking.** Business Associate will record each disclosure that Business Associate makes of PHI, which is not excepted from disclosure accounting under Section III.C.2.b.

i. The information about each disclosure that Business Associate must record ("Disclosure Information") is (a) the disclosure date, (b) the name and (if

known) address of the person or entity to whom Business Associate made the disclosure, (c) a brief description of the PHI disclosed, and (d) a brief statement of the purpose of the disclosure or a copy of any written request for disclosure under 45 C.F.R. § 164.502(a)(2)(ii) or § 164.512.

ii. For repetitive disclosures of PHI that Business Associate makes for a single purpose to the same person or entity (including to the Plan or Employer), Business Associate may record (a) the Disclosure information for the first of these repetitive disclosures, (b) the frequency, periodicity or number of these repetitive disclosures, and (c) the date of the last of these repetitive disclosures.

b. **Exceptions from Disclosure Tracking.** Business Associate will not be required to record Disclosure information or otherwise account for disclosures of PHI (a) for Treatment, Payment or Health Care Operations, (b) to the Individual who is the subject of the PHI, to that Individual's personal representative, or to another person or entity authorized by the Individual (c) to persons involved in that Individual's health care or payment for health care as provided by 45 C.F.R. § 164.510, (d) for notification for disaster relief purposes as provided by 45 C.F.R. § 164.510, (e) for national security or intelligence purposes, (f) to law enforcement officials or correctional institutions regarding inmates, (g) that are incident to a use or disclosure that is permitted by this Agreement or the ASO Agreement, or (h) as part of a limited data set in accordance with 45 C.F.R. § 164.514(e).

c. **Disclosure Tracking Time Periods.** Business Associate will have available for the Plan the Disclosure information required by this Section III.C.2 for the six (6) years immediately preceding the date of the Plan's request for the Disclosure information.

D. Confidential Communications Business Associate will respond to an Individual's request for a confidential communication as part of Business Associate's normal customer service function, or such requests made by the Plan on behalf of the Individual. Business Associate will respond to such requests with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Regulations. If an Individual's request extends beyond information held by Business Associate or Business Associate's subcontractors, Business Associate will inform the Individual to direct the request to the Plan, or the Plan directly, so that Plan may coordinate the request. Business Associate assumes no obligation to coordinate any request for a confidential communication of PHI maintained by other business associates of Plan. Upon receipt of written notice (includes faxed and emailed notice) from the Plan, Business Associate will take steps to send all communications of PHI directed to the Individual to the identified alternate address so that the Plan may meet its access obligations under 45 C.F.R. § 164.522(b).

E. Restrictions Business Associate will respond to an Individual's request for a restriction as part of Business Associate's normal customer service function, or such requests made by the Plan on behalf of the Individual. Business Associate will respond to the request with respect to the PHI Business Associate and its subcontractors maintain in a manner and time frame consistent with requirements specified in the HIPAA Regulations. Business Associate will promptly restrict the use or disclosure of PHI, provided the Business Associate has agreed to such a restriction. Plan and Employer understand that Business Associate administers a variety of different complex health benefit arrangements, both insured and self-insured, and that Business Associate has limited capacity to agree to special privacy restrictions requested by Individuals. Accordingly, Plan and Employer agree that it will not commit Business Associate to any restriction on the use or disclosure of PHI for Treatment, Payment or Health Care Operations without Business Associate's prior written approval.

IV. SAFEGUARD OF PHI

A. Business Associate will develop and maintain reasonable and appropriate administrative, technical and physical safeguards, as required by Social Security Act § 1173(d) and as required by the HIPAA

Regulations, to ensure and to protect against reasonably anticipated threats or hazards to the security or integrity of health information, to protect against reasonably anticipated unauthorized use or disclosure of health information, and to reasonably safeguard PHI from any intentional or unintentional use or disclosure in violation of this Agreement.

B. Business Associate will also develop and use appropriate administrative, physical and technical safeguards consistent with the HIPAA Regulations to preserve the Availability of electronic PHI, in addition to preserving the integrity and confidentiality of such PHI.

V. COMPLIANCE WITH STANDARD TRANSACTIONS

Business Associate will comply with each applicable requirement for Standard Transactions established in 45 C.F.R. Part 162 when conducting all or any part of a Standard Transaction electronically for, on behalf of, or with the Plan.

VI. INSPECTION OF BOOKS AND RECORDS

Business Associate will make its internal practices, books, and records relating to its use and disclosure of PHI created or received for or from the Plan available to the U.S. Department of Health and Human Services to determine Plan's compliance with the HIPAA Regulations.

VII. MITIGATION FOR NON-PERMITTED USE OR DISCLOSURE

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

VIII. PLAN'S RESPONSIBILITIES

A. Plan's Notice of Privacy Practices. Plan shall be responsible for the preparation and distribution of its Notice of Privacy Practices ("NPP"). Upon Plan or Employer request, Business Associate will provide Plan with its NPP so that Plan may use it as the basis for its own NPP. Plan will be solely responsible for the review and approval of the content of its NPP, including whether its content accurately reflects Plan's privacy policies and practices and complies with applicable law and the HIPAA Regulations. Absent written consent, Plan's NPP will not impose obligations on Business Associate that are in addition to or that are inconsistent with the Agreement or the NPP prepared by Business Associate.

B. Changes to PHI. Plan shall notify Business Associate of any change(s) in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such change(s) may affect Business Associate's use or disclosure of such PHI.

IX. DISCLOSURE OF PHI TO THE PLAN, EMPLOYER AND OTHER BUSINESS ASSOCIATES

A. The following provisions apply to disclosures of PHI to the Plan, Employer and other business associates of the Plan.

1. **Disclosure to Plan.** Unless otherwise provided by this Section IX, all communications of PHI by Business Associate shall be directed to the Plan.

2. **Disclosure to Employer.** Business Associate may provide Summary Health Information regarding the Individuals in the Plan to Employer upon Employer's written request for the purpose either: (a) to obtain premium bids for providing health insurance coverage for the Plan, or (b) to modify, amend or terminate the Plan. Business Associate may provide information to Employer on whether an Individual is participating in the Plan or is enrolled in or has disenrolled from any insurance coverage offered by the Plan.

3. **Disclosure to Other Business Associates and Subcontractors.** Business Associate may disclose PHI to other entities or business associates of the Plan if the Plan authorizes Business Associate in writing to disclose PHI to such entity or business associate. The Plan shall be solely

responsible for ensuring that any contractual relationships with these entities or business associates and subcontractors comply with the requirements of the HIPAA Regulations.

X. SUBSTANCE USE DISORDER INFORMATION

The parties acknowledge that information subject to 42 C.F.R. Part 2 ("Part 2") may be used and disclosed for Plan's payment and health care operations under the terms of this Agreement and the ASO Agreement to the extent that Business Associate is a Contractor and Plan is a Third Party Payer as defined under Part 2.

A. Business Associate Obligations. Business Associate shall: (i) comply with Part 2, (ii) implement appropriate safeguards to protect such information, (iii) report non-permitted uses or disclosures of such information in a manner consistent with this BAA, and (iv) refrain from re-disclosing such information unless permitted by law.

B. Plan Obligations. Plan agrees to make commercially reasonable efforts to disclose only the minimum amount of PHI necessary, including such PHI that may be regulated under Part 2. Plan, to the extent that it operates as a Third Party Payer under Part 2, shall notify Business Associate of any information it transmits directly or indirectly to Business Associate that is subject to Part 2.

XI. MISCELLANEOUS

A. Agreement Term. This Agreement will continue in full force and effect for as long as the ASO Agreement remains in full force and effect. This Agreement will terminate upon the cancellation, termination, expiration or other conclusion of the ASO Agreement.

B. Automatic Amendment to Conform to Applicable Law. Upon the effective date of any final regulation or amendment to final regulations with respect to PHI, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Agreement or to the ASO Agreement, this Agreement will automatically amend such that the obligations imposed on the Plan, Employer, and Business Associate remain in compliance with such regulations, unless Business Associate elects to terminate the ASO Agreement by providing Employer notice of termination in accordance with the ASO Agreement at least thirty (30) days before the effective date of such final regulation or amendment to final regulations.

C. Conflicts. The provisions of this Agreement will override and control any conflicting provision of the ASO Agreement. All other provisions of the ASO Agreement remain unchanged by this Agreement and in full force and effect. This Agreement shall replace and supersede any prior business associate agreements executed between the parties relating to the ASO Agreement.

D. No Third Party Beneficiaries. The parties agree that there are no intended third party beneficiaries under this Agreement. This provision shall survive cancellation, termination, expiration, or other conclusion of this Agreement and the ASO Agreement.

E. Interpretation. Any ambiguity in this Agreement or the ASO Agreement or in operation of the Plan shall be resolved to maintain compliance with the HIPAA Regulations.

F. References. References herein to statutes and regulations shall be deemed to be references to those statutes and regulations as amended or recodified.

On Behalf of the Group Health Plan and Employer:	**Anthem, Inc. on behalf of itself and its affiliates:**
Name of the Group Health Plan/Employer	
Signature	***Signature***
Printed Name	***Printed Name***
Title	***Title***
Date	***Date***

Anthem

ANTHEM BLUE CROSS & BLUE SHIELD
SINGLE CASE AGREEMENT
ADDENDUM TO BROKER AGREEMENT

This Addendum ("Addendum") dated _____, is agreed to by and between Anthem Blue Cross and Blue Shield ("Anthem") and McGohan Brabender ("Broker"). This Addendum shall be effective as of August, 1st and supercedes and replaces any prior Addendum, Single Case Agreement, or other agreements regarding the compensation between the parties with respect to the Group provided in Section 3 below.

Section 1: Effect of Addendum

1.1 This Addendum constitutes an amendment and supplement to the Broker Agreement between Anthem and Broker in effect as of the date hereof (the "Broker Agreement") in accordance the terms thereof, and supercedes and replaces the Commission portion of the Compensation Schedules attached to the Broker Agreement.

1.2 Except as expressly set forth herein, the Broker Agreement shall continue in full force and effect in accordance with its original terms, which terms shall also apply herein.

Section 2: Term and Termination

2.1 This Addendum shall automatically renew annually, unless earlier terminated as provided herein.

2.2 Either party may terminate this Addendum with at least thirty- (30) days advance written notice to the other party without cause ("Termination without Cause").

2.3 Anthem may terminate this Addendum effective upon mailing of written notice to Broker in the event of any breach of the terms hereof by Broker, or for any of the reasons set forth in the Broker Agreement, or any other provision thereof providing for termination for cause.

2.4 This Addendum shall terminate automatically and without notice in the event that the Broker Agreement is terminated pursuant to its terms.

Section 3: Group Information

3.1 Group Name: Colerain Township Group ID: W40580

3.2 Group: New ☐ Renewal ☐ Renewal Date: 8/1/2021 Association Name: _____

3.3 Group Location (IN, KY, OH): OH Current Health Contracts: _____

3.4 Broker to be Paid: Tony Lombardo Commission Split: 50%

Broker Tax ID: 31-1191330 Broker Code: _____

3.5 Broker to be Paid: Brett Chmiel Commission Split: 50%

Broker Tax ID: 31-1191330 Broker Code: _____

A-8133 (7/05)

Section 4: Commission

Please complete option 1, 2, or 3 below.

(Complete Option 1 if Per Capita Rate varies by Lines of Business. Please complete all Line of Business fields and use N/A if Line of Business does not apply)

1). Per Capita Commission Rate per Subscriber Per Month (PSPM): Health; Dental; Vision _____; or

2.) Per Capita Commission Rate PSPM of $__20.00_____; or

3). Flat Commission Rate of $_____ Per Month (ASO Only).

Note: If a Commission split is indicated in Section 3 of this Addendum, then the rate(s) indicated in Section 4 will be split accordingly.

5: Acceptance of Addendum

Anthem Section may modify or amend this Addendum upon thirty (30) days' written notice to Broker.

By executing this Addendum below, the Broker attests that all compensation requested by this Addendum has been fully disclosed by the Broker to the Group. Further, by executing this Addendum, the parties agree to the terms hereof.

Anthem Blue Cross and Blue Shield

BY: _____
(Regional Vice President or Regional Sales Director)

Printed Name _____

Date: _____

BY: _____
(Sales Representative)

Printed Name: _____

Date: _____

BY: _____
(Underwriting Approval)

Printed Name: _____

Date: _____

BY: _____
(BROKER 1)

Printed Name: _____

Date: _____

BY: _____
(BROKER 2)

Printed Name: _____

Date: _____

BY: _____
(GROUP)

Printed Name: Jeff Weckbach_____

Date: _____

A-8133 (7/05)

Anthem Blue Cross and Blue Shield

Stop Loss Policy Application

PART A – COMPANY INFORMATION

Legal Company Name: Colerain Township

Address: 4200 Springdale Road Phone: (513) 741-7551

City: Colerain Township State: OH Zip Code: 45251

Policy Effective Date: 8/1/2021

Type of Coverage for which stop loss is sought:

- ☑ Medical
- ☐ Prescription Drug Card
- ☐ Dental
- ☐ Vision

Stop Loss policies provide insurance coverage only for the purchaser of the policy for the purchaser's liability under a group health plan it sponsors. Anthem has no liability to group participants or beneficiaries under the health care plan by virtue of any stop loss policy.

PART B – PARTICIPATION

TOTAL NUMBER OF ELIGIBLE EMPLOYEES 173

Eligible employee is defined as a person who is determined to be eligible to elect coverage under the group health plan by the Applicant under applicable provisions of its group health plan. Plan eligibility provisions, including changes thereto, must be approved in advance by Anthem. For the purposes of this application, the term group health plan means that portion of the employee welfare benefits plan of the Applicant under which Anthem or an affiliate of Anthem administers health plan benefits.

PART C – BROKER/AGENT (if any)

Name: Tony Lombardo Agency: McGohan Brabender

Address: 3931 S. Dixie Drive Phone: (937) 293-1600

City: Moraine State: OH Zip Code: 45439

Broker/Agent Statement

I hereby certify that all the information in the Application is correct to the best of my knowledge, and I know nothing unfavorable about this group. I have complied with the underwriting rules and regulations and have explained in detail the coverage to the group.

Agent Signature / Insurance Agent License ID #

PART D - CERTIFICATION

By signing below, the Applicant certifies that the information on this form is correct to the best of its knowledge and agrees to:

1. Promptly remit the appropriate premium by the payment date in accordance with the policy issued and the administrative service agreement through which the premium may be collected;
2. Provide every eligible employee an opportunity to enroll in the group health plan when he or she becomes eligible (only eligible employees, as defined above, may be enrolled);
3. Maintain enrollment in the group health plan at or above the minimum requirement of 75% of eligible employees;
4. Maintain the minimum employer contribution requirement of 50% of the employee only rate established by the group health plan;
5. Fully abide by the terms of the policy issued by Anthem pursuant hereto [as though the Applicant's authorized representatives had duly executed said documents on its behalf.]

Further, the Applicant understands that failure to comply with the agreed-upon responsibilities, as listed above, will give Anthem the right to terminate the policy in accordance with its terms.

INSURANCE FRAUD STATEMENT

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

SIGNATURE BOX

Signature of Authorized Company Official	Title	Date
Group Administrator/Future Correspondence Contact (please print)		Title
( ) Phone Number	( ) Fax Number	Email Address

Your summary of benefits

Anthem

Colerain Township, Effective 8/1/2021

Your Plan: Anthem Blue Access PPO for Health Savings Account with Essential Formulary on the National w/R90 Network with Optional Home Delivery

Your Network: Blue Access

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	$2,800 person / $5,400 family	$7,500 person / $15,000 family
Out-of-Pocket Limit	$5,000 person / $10,000 family	$10,000 person / $20,000 family
The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.		
Preventive Care / Screening / Immunization	No charge	50% coinsurance after deductible is met
Doctor Home and Office Services		
Primary Care Visit	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Specialist Care Visit	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Prenatal and Post-natal Care	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Other Practitioner Visits:		
Medical Chats - *within our mobile app*	0% coinsurance after deductible is met	Not Applicable
Retail Health Clinic	20% coinsurance after deductible is met	50% coinsurance after deductible is met
On-line Visit *Includes Mental/Behavioral Health and Substance Abuse*	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Manipulation Therapy *Coverage is limited to 12 visits per benefit period.*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Other Services in an Office:		
Allergy Testing	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Chemo/Radiation Therapy	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Dialysis/Hemodialysis	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Prescription Drugs - *Dispensed in the office*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Diagnostic Services **Lab:**		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
X-Ray:		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Advanced Diagnostic Imaging:		
Office	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Emergency and Urgent Care		
Urgent Care	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency Room Facility Services	20% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	20% coinsurance after deductible is met	Covered as In-Network
Ambulance	20% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse		
Doctor Office Visit	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Facility Visit:		
Facility Fees	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor Services	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor and Other Services:		
Hospital	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility Fees	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Human Organ and Tissue Transplants *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Doctor and other services	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Recovery & Rehabilitation **Home Health Care** *Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Rehabilitation services: Office *Coverage for Occupational Therapy is limited to 20 visits per benefit period, Physical Therapy is limited to 20 visits per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital *Coverage for Occupational Therapy is limited to 20 visits per benefit period, Physical Therapy is limited to 20 visits per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Cardiac rehabilitation Office *Coverage is limited to 36 visits per benefit period.*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Outpatient Hospital *Coverage is limited to 36 visits per benefit period.*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Skilled Nursing Care (facility) *Coverage for Skilled Nursing and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 150 days combined per benefit period.*	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Hospice	20% coinsurance after deductible is met	50% coinsurance after deductible is met
Durable Medical Equipment	50% coinsurance after deductible is met	50% coinsurance after deductible is met
Prosthetic Devices	20% coinsurance after deductible is met	50% coinsurance after deductible is met

Covered Prescription Drug Benefits	Cost if you use a In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out of Pocket	Combined with In-Network medical	Combined with Non-Network medical
Prescription Drug Coverage *Rx National Network w/R90* *Essential Drug List* *This product has a 90-day Retail Pharmacy Network available. No coverage for non-formulary drugs.*		
Tier 1 - Typically Generic *30 day supply (retail pharmacy). 90 day supply (home delivery).*	$10 copay per prescription after deductible is met (retail) and $25 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand *30 day supply (retail pharmacy). 90 day supply (home delivery).*	$35 copay per prescription after deductible is met (retail) $90 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand *30 day supply (retail pharmacy). 90 day supply (home delivery).*	$60 copay per prescription after deductible is met (retail) $150 copay per prescription after deductible is met (home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic) *30 day supply (retail pharmacy). 30 day supply (home delivery).*	25% coinsurance up to $250 per prescription after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- Benefit Period – Plan year

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO HSA

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:
If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 639-1634

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على 639-1634 (833) .

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 639-1634:

Chinese(中文)：如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 639-1634。

Farsi (فارسي): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره 639-1634 (833) تماس بگیرید.

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 639-1634.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 639-1634.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 639-1634.

Japanese (日本語):この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。 通訳と話すには、(833) 639-1634 にお電話ください。

Language Access Services:

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 639-1634로 문의하십시오.

Navajo (Diné): Díí naaltsoos biká'ígíí łahgo bina'ídiłkidgo ná bohónéedzą dóó bee ahóót'i' t'áá ni nizaad k'ehjí bee nił hodoonih t'áadoo bą́ąh ílínígóó. Ata' halne'ígíí ła' bich'į' hadeesdzih ninízingo kojį' hodíílnih (833) 639-1634.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 639-1634.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫ਼ਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 639-1634 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 639-1634.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 639-1634.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 639-1634.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 639-1634.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

Your summary of benefits

Anthem

Colerain Township, Effective 8/1/2021

Your Plan: Anthem Blue Access PPO for Health Savings Account with Essential Formulary on the National w/R90 Network with Optional Home Delivery

Your Network: Blue Access

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible	$2,000 person / $4,000 family	$4,000 person / $8,000 family
Out-of-Pocket Limit	$2,000 person / $4,000 family	$8,000 person / $16,000 family
The family deductible and out-of-pocket maximum are non-embedded meaning the cost shares of all family members apply to one shared family deductible and one shared family out-of-pocket maximum. The individual deductible and individual out-of-pocket maximum only apply to individuals enrolled under single coverage.		
Preventive Care / Screening / Immunization	No charge	20% coinsurance after deductible is met
Doctor Home and Office Services		
Primary Care Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Specialist Care Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prenatal and Post-natal Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Other Practitioner Visits:		
Medical Chats - *within our mobile app*	0% coinsurance after deductible is met	Not Applicable
Retail Health Clinic	0% coinsurance after deductible is met	20% coinsurance after deductible is met
On-line Visit *Includes Mental/Behavioral Health and Substance Abuse*	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Manipulation Therapy *Coverage is limited to 12 visits per benefit period.*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Other Services in an Office:		
Allergy Testing	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Chemo/Radiation Therapy	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Dialysis/Hemodialysis	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Prescription Drugs - *Dispensed in the office*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Diagnostic Services **Lab:**		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
X-Ray:		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Advanced Diagnostic Imaging:		
Office	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Emergency and Urgent Care		
Urgent Care	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency Room Facility Services	0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services	0% coinsurance after deductible is met	Covered as In-Network
Ambulance	0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse		
Doctor Office Visit	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Facility Visit:		
Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor Services	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Surgery		
Facility Fees:		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor and Other Services:		
Hospital	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospital (Including Maternity, Mental / Behavioral Health, Substance Abuse):		
Facility Fees	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Human Organ and Tissue Transplants *Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Doctor and other services	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Recovery & Rehabilitation **Home Health Care** *Coverage is limited to 100 visits per benefit period. Limits are combined for all home health services.*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Rehabilitation services: Office *Coverage for Occupational Therapy is limited to 20 visits per benefit period, Physical Therapy is limited to 20 visits per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital *Coverage for Occupational Therapy is limited to 20 visits per benefit period, Physical Therapy is limited to 20 visits per benefit period and Speech Therapy is limited to 20 visits per benefit period. Limit is combined for rehabilitative and habilitative services.*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Cardiac rehabilitation Office *Coverage is limited to 36 visits per benefit period.*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Outpatient Hospital *Coverage is limited to 36 visits per benefit period.*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Skilled Nursing Care (facility) *Coverage for Skilled Nursing and Inpatient Rehabilitation facility (includes services in an outpatient day rehabilitation program) is limited to 150 days combined per benefit period.*	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	20% coinsurance after deductible is met
Durable Medical Equipment	50% coinsurance after deductible is met	50% coinsurance after deductible is met
Prosthetic Devices	0% coinsurance after deductible is met	20% coinsurance after deductible is met

Covered Prescription Drug Benefits	Cost if you use a In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Combined with In-Network medical deductible	Combined with Non-Network medical deductible
Pharmacy Out of Pocket	Combined with In-Network medical	Combined with Non-Network medical
Prescription Drug Coverage *Rx National Network w/R90* *Essential Drug List* *This product has a 90-day Retail Pharmacy Network available. No coverage for non-formulary drugs.*		
Tier 1 - Typically Generic *30 day supply (retail pharmacy). 90 day supply (home delivery).*	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 2 – Typically Preferred Brand *30 day supply (retail pharmacy). 90 day supply (home delivery).*	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 3 - Typically Non-Preferred Brand *30 day supply (retail pharmacy). 90 day supply (home delivery).*	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)
Tier 4 - Typically Specialty (brand and generic) *30 day supply (retail pharmacy). 30 day supply (home delivery).*	0% coinsurance after deductible is met (retail and home delivery)	50% coinsurance after deductible is met (retail) and Not covered (home delivery)

Notes:

- Dependent age: to end of the month in which the child attains age 26.
- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.
- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services).
- No charge means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- If your plan includes out-of-network benefits, In-network and out-of-network deductibles, copayments, coinsurance and out-of-pocket maximum amounts are separate and do not accumulate toward each other.
- If you have an office visit with your Primary Care Physician or Specialist at an Outpatient Facility (e.g., Hospital or Ambulatory Surgical Facility), benefits for Covered Services will be paid under "Outpatient Facility Services".
- Costs may vary by the site of service. Other cost shares may apply depending on services provided. Check your Certificate of Coverage for details.
- Benefit period – Plan year

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC), will prevail.

Your Plan: Anthem Blue Access PPO HSA

Your Network: Blue Access

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
Underwriting signature (if applicable)	Date

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:
If you have any questions about this document, you have the right to get help and information in your language at no cost. To talk to an interpreter, call (833) 639-1634

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

(TTY/TDD: 711)

Arabic (العربية): إذا كان لديك أي استفسارات بشأن هذا المستند، فيحق لك الحصول على المساعدة والمعلومات بلغتك دون مقابل. للتحدث إلى مترجم، اتصل على 639-1634 (833) .

Armenian (հայերեն). Եթե այս փաստաթղթի հետ կապված հարցեր ունեք, դուք իրավունք ունեք անվճար ստանալ օգնություն և տեղեկատվություն ձեր լեզվով: Թարգմանչի հետ խոսելու համար զանգահարեք հետևյալ հեռախոսահամարով՝ (833) 639-1634:

Chinese(中文)：如果您對本文件有任何疑問，您有權使用您的語言免費獲得協助和資訊。如需與譯員通話，請致電(833) 639-1634。

Farsi (فارسي): در صورتی که سؤالی پیرامون این سند دارید، این حق را دارید که اطلاعات و کمک را بدون هیچ هزینه ای به زبان مادری‌تان دریافت کنید. برای گفتگو با یک مترجم شفاهی، با شماره 639-1634 (833) تماس بگیرید.

French (Français) : Si vous avez des questions sur ce document, vous avez la possibilité d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour parler à un interprète, appelez le (833) 639-1634.

Haitian Creole (Kreyòl Ayisyen): Si ou gen nenpòt kesyon sou dokiman sa a, ou gen dwa pou jwenn èd ak enfòmasyon nan lang ou gratis. Pou pale ak yon entèprèt, rele (833) 639-1634.

Italian (Italiano): In caso di eventuali domande sul presente documento, ha il diritto di ricevere assistenza e informazioni nella sua lingua senza alcun costo aggiuntivo. Per parlare con un interprete, chiami il numero (833) 639-1634.

Japanese (日本語):この文書についてなにかご不明な点があれば、あなたにはあなたの言語で無料で支援を受け情報を得る権利があります。 通訳と話すには、(833) 639-1634 にお電話ください。

Language Access Services:

Korean (한국어): 본 문서에 대해 어떠한 문의사항이라도 있을 경우, 귀하에게는 귀하가 사용하는 언어로 무료 도움 및 정보를 얻을 권리가 있습니다. 통역사와 이야기하려면(833) 639-1634로 문의하십시오.

Navajo (Diné): Díí naaltsoos biká'ígíí łahgo bina'ídiłkidgo ná bohónéedzą dóó bee ahóót'i' t'áá ni nizaad k'ehjí bee nił hodoonih t'áadoo bą́ąh ílínígóó. Ata' halne'ígíí ła' bich'į' hadeesdzih nínízingo kojį' hodíílnih (833) 639-1634.

Polish (polski): W przypadku jakichkolwiek pytań związanych z niniejszym dokumentem masz prawo do bezpłatnego uzyskania pomocy oraz informacji w swoim języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer: (833) 639-1634.

Punjabi (ਪੰਜਾਬੀ): ਜੇ ਤੁਹਾਡੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਬਾਰੇ ਕੋਈ ਸਵਾਲ ਹੁੰਦੇ ਹਨ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲ ਮੁਫ਼ਤ ਵਿੱਚ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੁੰਦਾ ਹੈ। ਇੱਕ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, (833) 639-1634 ਤੇ ਕਾਲ ਕਰੋ।

Russian (Русский): если у вас есть какие-либо вопросы в отношении данного документа, вы имеете право на бесплатное получение помощи и информации на вашем языке. Чтобы связаться с устным переводчиком, позвоните по тел. (833) 639-1634.

Spanish (Español): Si tiene preguntas acerca de este documento, tiene derecho a recibir ayuda e información en su idioma, sin costos. Para hablar con un intérprete, llame al (833) 639-1634.

Tagalog (Tagalog): Kung mayroon kang anumang katanungan tungkol sa dokumentong ito, may karapatan kang humingi ng tulong at impormasyon sa iyong wika nang walang bayad. Makipag-usap sa isang tagapagpaliwanag, tawagan ang (833) 639-1634.

Vietnamese (Tiếng Việt): Nếu quý vị có bất kỳ thắc mắc nào về tài liệu này, quý vị có quyền nhận sự trợ giúp và thông tin bằng ngôn ngữ của quý vị hoàn toàn miễn phí. Để trao đổi với một thông dịch viên, hãy gọi (833) 639-1634.

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.

ADMINISTRATION

Department:	Administration
Department Director:	Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute an Agreement with the Standard for EAP, Long Term Disability, and Short Term Disability for 2020-2021 Plan Year

Recommend ADOPTION of the Motion.

Rationale:

On review of various ancillary plan benefits, the Township discovered that "The Standard" could provide our EAP and offer a long term disability plan for staff at a rate that will result in a $3,000 savings to the Township. This plan change in EAP provide will result in a new and additional benefit to all staff members. The Township also desires to enter into an agreement with the Standard for an employee paid short term disability policy.

Reset

STANDARD INSURANCE COMPANY
Underwriting – Regional Accounts
900 SW Fifth Ave. Portland, OR 97204-1282

Application for Group Insurance
For Use in AR, DC, KY, LA, MD, OH, PA, RI, TN

Please type or print.

REQUESTED EFFECTIVE DATE 8/1/2021

***APPLICANT* — Full Legal Name of Group** (Exactly as it is to be shown in the policy.)
Colerain Township

Street Address 4200 Springdale Road
City Colerain Township State OH Zip Code 45251
Phone No. (513) 741-7551 Fax No. (____) _____ Email jweckbach@colerain.org
Group Contact Jeff Weckbach Contact's Title Assistant Administrator
Contact's Phone No. if different (513) 923-5016 Contact's Fax No. if different (____) _____
Nature of Business Government Entity

INSURANCE COVERAGE REQUESTED

☐ Life Only	☐ Supplemental Life	☐ Dental/Employees	☐ Eye Care	☐ Accident*	☐ _____
☐ Life and AD&D	☐ Additional/Optional Life	☐ Dental/Employees and Dep(s)	☑ LTD	☐ Critical Illness*	
☐ Dependent Life	☐ AD&D Only	☐ Dental/Orthodontia	☑ STD	☐ Hospital Indemnity*	
☐ Dependents Life and AD&D	☐ Statutory (State & Product) _____				

**I understand and agree if Applicant utilizes an enrollment platform not directly supported by The Standard, that Applicant is required to and will timely present to each enrollee appropriate disclosures and any state mandated fraud notices which are contained on the supplied enrollment form.*

OTHER INSURANCE

A. Does this insurance supplement other insurance? ☐ Yes ☑ No
If yes, specify for each line of coverage and Insurance Carrier: _____

B. Does this insurance replace existing insurance? ☐ Yes ☑ No
If yes, specify for each existing line of coverage: _____
- Please submit a copy of each in force policy, certificate or plan document.

Effective date of Prior Plan: _____ Termination date of Prior Plan: _____

ACTIVE WORK REQUIREMENT: A person must meet an Active Work requirement to become insured. Members who have not met an Active Work requirement are not insured until returning to work for one full day and meeting all other contractual requirements.

Initial: _____

Note: Some members who do not meet an Active Work requirement may be eligible for Waiver of Premium with a prior carrier.

APPLICANT AGREES THAT: I hereby apply for Group Insurance as provided in the attached proposal.

The above information is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance.

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard Insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of the Group Policy.

Applicant authorizes the producer, broker of record, or consultant to receive information regarding the applicant's claims status and experience that the applicant has a right to receive and which is reasonably necessary to assist the applicant in conducting a review of the information.

I acknowledge that I have read and understood the Fraud Notice on the back of this form.

_____ _____
Signature and Title of Applicant's Authorized Representative ***Date***
(Must be signed or submitted prior to the requested effective date.) Initial Deposit $_____

STANDARD INSURANCE COMPANY
Underwriting – Regional Accounts
900 SW Fifth Ave. Portland, OR 97204-1282

Receipt for Initial Deposit

Received from _____, an initial deposit

of $ _____* in connection with the Application for Group Insurance bearing the same date as this conditional receipt.

Date _____

This receipt is subject to the terms and conditions below.

Received By

_____ _____
Name Title

*All premium checks must be made payable to Standard Insurance Company.
Do not make check payable to the producer or leave payee blank.

Terms of Receipt (Please read carefully.)

If the requested insurance is acceptable to Standard Insurance Company under its current rules and practices and is legally permissible, a Group Policy will be issued in the language customarily used by Standard. It will be effective on the date determined by Standard. No producer has the authority to guarantee the acceptability of the requested insurance.

Standard may issue separate Group Policies if more than one coverage is requested in this Application. The insurance, if approved, will be subject to Standard Insurance Company's usual underwriting requirements, including the exclusions and limitations in the Group Policy and, if applicable, Evidence Of Insurability. The effective date of insurance for which a person is required to submit satisfactory Evidence Of Insurability will be determined in accordance with the terms of the Group Policy, subject to the Active Work requirement. No premiums will be collected or paid by the Applicant for such insurance until notification of approval.

No material describing coverage under the Group Policy will be distributed by the Applicant to any person to be insured without the prior written consent of Standard insurance Company.

Premium rate quotations were based on data submitted to Standard. Final premium rates will be determined by the actual composition of the group.

The consideration for any Group Policy which may be issued is this Application and the payment of premiums. Payment of premium after receipt of the Group Policy is acceptance of the terms of the Group Policy.

This Application is made a part of The Group Policy.

FRAUD NOTICES

For use in ARKANSAS, DISTRICT OF COLUMBIA, KENTUCKY, OHIO, TENNESSEE: Some states require us to inform you that any person who knowingly and with intent to injure, defraud or deceive an insurance company, or other person, files a statement containing false or misleading information concerning any fact material hereto commits a fraudulent insurance act which is subject to civil and/or criminal penalties, depending upon the state. Such actions may be deemed a felony and substantial fines may be imposed.

For use in LOUISIANA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For use in MARYLAND AND RHODE ISLAND: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

For use in PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

ADMINISTRATION

Department:	Administration
Department Director:	Geoff Milz, Administrator

Resolution Establishing a Self Insurance Fund

Recommend ADOPTION of the Motion.

Rationale:

At the May 25, 2021 Trustee Work Session, staff presented the Trustees with an option to move to a self-insurance medical funding model. Currently, the Township operates on a fully insured medical plan. In order to properly account for medical expenses of the Township under a self insurance model, a new fund will need to be established. After establishment of this fund, the Township will need to appropriate dollars in order to meet expenses and to transfer the employer contributions.

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 June, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Raj Rajagopal, Mr. Dan Unger, and Matthew Wahlert

Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-21

RESOLUTION REQUESTING THE AUDITOR'S APPROVAL TO CREATE SELF INSURANCE FUND

WHEREAS, the Colerain Township Board of Trustees offers medical benefits to employees; and

WHEREAS, during the review of benefit renewal quotes for the plan year 2021-2022, it was found that the Township could save more dollars by moving from a fully insured medical plan to a self insured medical plan; and

WHEREAS, the prior three years of data indicates that if the Township would have been self insured the past several years that the Township would have realized significant savings in costs; and

WHEREAS, the Colerain Township Board of Trustees finds the establishment of a separate fund would allow the Township to maintain separate accounting records in an effort to better monitor the receipt and/or distribution of employee and employer contributions for the payment of medical expenses; and

WHEREAS, the Colerain Township Board of Trustees acknowledge that the desired CDBG Sidewalk Maintenance Fund is not a fund specifically authorized by Ohio Revised Code §5543.10 or a fund that has a purpose identified in Ohio Revised Code §5705.09(A)-(H); and

WHEREAS, the Colerain Township Board of Trustees acknowledge, pursuant to Ohio Rev. Code §5705.12, the Township should submit a request for the new Self Insurance Fund to the Auditor of State, when the creation of the fund is not specifically authorized by statute, or, in situations when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity.

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

1. Colerain Township Board of Trustees hereby orders the Fiscal Officer of Colerain

Township submit the "Request for Fund Approval" to the Auditor of State.

2. Colerain Township Board of Trustees hereby orders that upon the above-referenced Request receiving approval and/or being deemed approved, that the Fiscal Officer of Colerain Township is then to create a Self Insurance Fund within Colerain Township's budget and accounting.

3. This Resolution is hereby declared to necessary for the preservation of the public peace, health, safety and welfare of the Township to prevent the unregulated donation bins throughout the township.

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

5. This resolution shall take effect at the earliest period allowed by law.

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

Vote Record: Mr. Rajagopal _____, Mr. Unger_____ and Mr. Wahlert

ADOPTED this _____day of June, 2021.

BOARD OF TRUSTEES:

_____
Dan Unger, Trustee

_____
Raj Rajagopal, Trustee

_____
Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

_____
Lawrence E. Barbiere (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
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 June, 2021.

_____
Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department:	Administration
Department Director:	Geoff Milz, Administrator

Motion to Authorize Township Administrator to Execute Personal Services Agreement with Martin Kohler for Professional Planning Services

Recommend ADOPTION of the Motion.

Rationale:

On April 1, 2021, Township Administrator Geoff Milz executed a Personal Services Agreement with Martin Kohler for Professional Planning Services in an amount not to exceed $10,000 which is the maximum dollar amount that the Township Administrator has the authority to authorize without prior approval of the Board of Trustees. After two and a half months, we are approaching the $10,000 limit on that contract and this agenda item seeks to authorize the execution of a Personal Services Agreement that removes the $10,000 limit.

PERSONAL SERVICES AGREEMENT
COLERAIN TOWNSHIP CONSULTANT

This agreement is made and entered into this 8th day of June, 2021, by and between **Colerain Township, Hamilton County, Ohio,** 4200 Springdale Road Colerain Township, OH 45251, and Martin Kohler, hereinafter referred to as ("Contractor").

TERM

1.01 This agreement shall be effective upon execution by both parties. The term of this agreement will be from June 8, 2021 until the contract is terminated pursuant to section 4.01 below.

SERVICES

2.01 The Contractor shall provide professional planning services.

COMPENSATION

3.01. The Contractor shall receive compensation of $45.00 per hour as approved by the administrator.

3.02 Contractor shall furnish the Township with a W-9, completed with relevant and correct taxpayer identification information to facilitate payment.

3.03 Contractor hereby acknowledges that she is considered to be an independent contractor and shall receive no benefits generally afforded to Colerain Township employees. In addition, Contractor is solely liable for the payment of all Federal, State and Local income taxes or other taxes arising out of this Contract.

3.04 Contractor acknowledges and agrees to abide by all Federal, State, and/or local criminal or civil laws, statutes, or requirements throughout the duration of this agreement, and failure to do so may result in immediate termination of the agreement, and the pursuit of any other remedy available, whether in law or in equity, by the Township.

3.05 Contractor agrees to indemnify and hold the Township harmless as a result of any claims arising from or related to his/her performance of any duties related to this agreement.

TERMINATION

4.01 This agreement may be terminated by either party, with or without cause, at any time, without prior notice. In the event of termination, the terminating party shall notify the other, in writing, of intent to cancel said agreement, with said cancellation effective immediately upon issuance of the same.

IN WITNESS WHEREOF, the parties agree to the terms and conditions set forth herein upon the date as indicated.

COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

By: _____ Date: _____

(Contractor)
By: _____ Date: _____

CONSENT ITEMS

Department:	Police
Department Director:	Mark Denney, Police Chief

Donation Acceptance - Police Department - $1,000

Recommend approval of all consent items.

Rationale:

Colerain Township Police Department is grateful for a $1,000 donation from residents Mr. and Mrs. Henry Stoeppel in appreciation for the work the officers do every day.

5501 Springdale Rd.
Cincinnati, Ohio
May 19, 2021

Colerain Township
ATTN: Nancy Spears

SUBJECT: Donation to the Colerain Township Police and Fire/EMS Departments

Nancy,

It was really nice talking to you yesterday. It truly is a small world. I haven't seen Joyce in more than fifty years, and it was good to know she's doing well. It was also nice to find out there are people outside my family that still talk about Dad's "retirement present" once in a while.

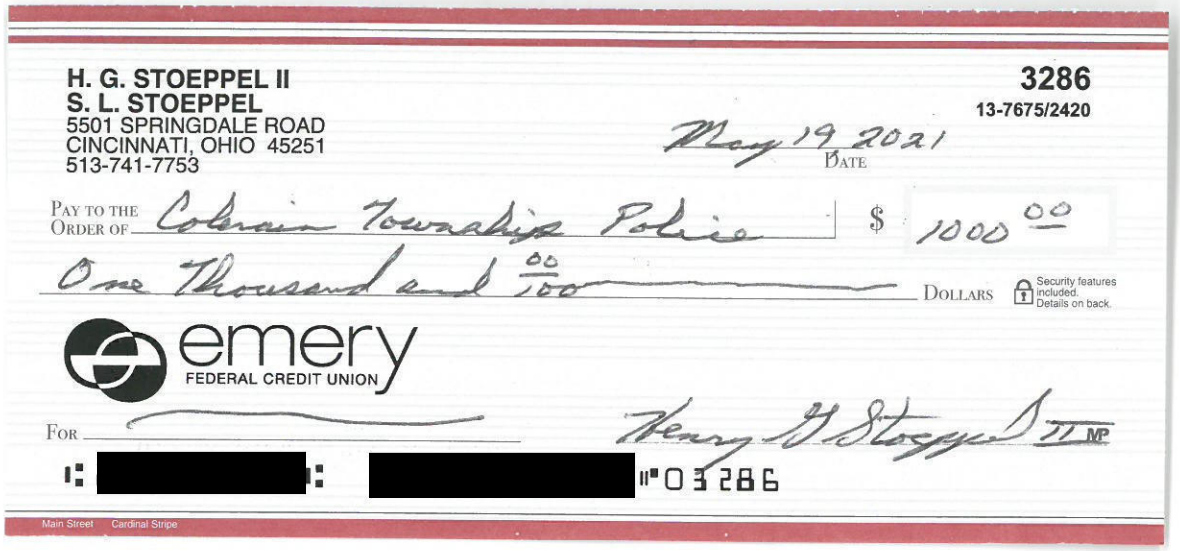
Anyway, as I said yesterday, my wife and I would like to make donations to the Police Department and the Fire & EMS Departments to thank them for all they do every day. I rarely get to interact with any of them, but when I do, I make sure to thank them. (My last interaction was a month or so ago at Home Depot when I saw a couple of what I'll call "Bicycle Officers" as I was leaving. I didn't even know Colerain had "Bicycle Officers.") We don't know how the Officers can do what they do every day, but we're very glad they're out there for us. We're also very grateful the Fire & EMS people. We've thankfully never needed any Fire equipment, but the EMS people certainly helped our parents (mostly mine) whenever they needed it. We really can't thank them enough for that.

We hope they all have a GREAT year.

Very Thankfully yours,

Mr and Mrs Henry G Stoeppel

Mr. And Mrs. Henry G. Stoeppel



H. G. STOEPPEL II
S. L. STOEPPEL
5501 SPRINGDALE ROAD
CINCINNATI, OHIO 45251
513-741-7753

3286
13-7675/2420

May 19 2021
DATE

PAY TO THE ORDER OF Colerain Township Police $ 1000 00

One Thousand and 00/100 DOLLARS

Security features included. Details on back.

emery FEDERAL CREDIT UNION

FOR

Henry G. Stoeppel II MP

[redacted] [redacted] 03286

Main Street Cardinal Stripe

H. G. STOEPPEL II
S. L. STOEPPEL
5501 SPRINGDALE ROAD
CINCINNATI, OHIO 45251
513-741-7753

3287
13-7675/2420

May 19, 2021
DATE

PAY TO THE ORDER OF Colerain Township Fire and EMS $ 1000 00

One Thousand and 00/100 DOLLARS

Security features included. Details on back.

emery FEDERAL CREDIT UNION

FOR

Henry G. Stoeppel II MP

[redacted] [redacted] 03287

Main Street Cardinal Stripe

5501 Springdale Rd.
Cincinnati, Ohio
May 19, 2021

Colerain Township
ATTN: Nancy Spears

SUBJECT: Donation to the Colerain Township Police and Fire/EMS Departments

Nancy,

It was really nice talking to you yesterday. It truly is a small world. I haven't seen Joyce in more than fifty years, and it was good to know she's doing well. It was also nice to find out there are people outside my family that still talk about Dad's "retirement present" once in a while.

Anyway, as I said yesterday, my wife and I would like to make donations to the Police Department and the Fire & EMS Departments to thank them for all they do every day. I rarely get to interact with any of them, but when I do, I make sure to thank them. (My last interaction was a month or so ago at Home Depot when I saw a couple of what I'll call "Bicycle Officers" as I was leaving. I didn't even know Colerain had "Bicycle Officers.") We don't know how the Officers can do what they do every day, but we're very glad they're out there for us. We're also very grateful the Fire & EMS people. We've thankfully never needed any Fire equipment, but the EMS people certainly helped our parents (mostly mine) whenever they needed it. We really can't thank them enough for that.

We hope they all have a GREAT year.

Very Thankfully yours,

Mr and Mrs Henry G Stoeppel

Mr. And Mrs. Henry G. Stoeppel

H. G. STOEPPEL II
S. L. STOEPPEL
5501 SPRINGDALE ROAD
CINCINNATI, OHIO 45251
513-741-7753

3286
13-7675/2420

May 19 2021
DATE

PAY TO THE ORDER OF Colerain Township Police $ 1000 00

One Thousand and 00/100 DOLLARS

Security features included. Details on back.

emery FEDERAL CREDIT UNION

FOR

Henry G. Stoeppel II MP

[redacted] [redacted] 03286

Main Street Cardinal Stripe

H. G. STOEPPEL II
S. L. STOEPPEL
5501 SPRINGDALE ROAD
CINCINNATI, OHIO 45251
513-741-7753

3287
13-7675/2420

May 19, 2021
DATE

PAY TO THE ORDER OF Colerain Township Fire and EMS $ 1000 00

One Thousand and 00/100 DOLLARS

Security features included. Details on back.

emery FEDERAL CREDIT UNION

FOR

Henry G. Stoeppel II MP

[redacted] [redacted] 03287

Main Street Cardinal Stripe

CONSENT ITEMS

Department:	Police
Department Director:	Mark Denney, Police Chief

New Hire - Part-time Records Clerk - Police Department

Recommend approval of all consent items.

Rationale:

The position of Part-Time Records Clerk was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Joe Cramer.

The wage for this job is $15.00 per hour for 20 hours per week. Contingent upon Board approval, he would be eligible to begin work on June 9, 2020.

COLERAIN
1794 225TH ANNIVERSARY 2019

NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy - Date of Trustee Approval 6/8/2021

Job Code: 4111- PT Police Clerk Position Number: 154- PT Police Clerk

Status: ☐Full Time ☒Permanent ☐FLSA Exempt ☐CBA Position
☒Part Time ☐Temporary/Seasonal ☒FLSA Non-Exempt ☒Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Joe Cramer

Hourly rate: $15.00 Employee Supervisor: Justin Hussel

Min/Max hours/week: 20

Proposed start date: 6/9/21 Eligibility Date: 6/9/21

Tentative schedule of hours: Varies

Does this position supervise staff? ☐ Yes ☒No

Comments: NA

Department Head Name: Mark Denney

Signature: Mk Denney Date: 06/02/21

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 6/9/21

Administrator Signature: _____ Date: 6.2.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒Township Website

☐Internal Bulletin Board

☐Social media

- ☐Facebook
- ☐LinkedIn
- ☐Twitter
- ☐Other

☐Newspapers

☒Other job boards

Hiring Process Timeline:

Date of initial posting: 04/20/21

Date posting closed: 05/03/21

Interview Committee: Ed Cordie, Justin Hussel, Mike Owens

Interview dates: 05/13/2021 through 05/17/2021

Number of applications: 5

Number of candidates interviewed: 5

CONSENT ITEMS

Department: Development

Department Director:

New Hire - Development Officer - Development Department

Recommend approval of all consent items.

Rationale:

The position of Development Officer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Stephen Springsteen.

The wage for this job is $21.63 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on June 14, 2021.

COLERAIN
1794 225TH ANNIVERSARY 2019

NEW HIRE AUTHORIZATION

TO BE COMPLETED BY HUMAN RESOURCES

☐ New position - Date of Trustee Approval
☐ Reconfiguration of position - Date of Trustee Approval
☒ Replacement existing vacancy

Job Code: 174-Development Officer Position Number: 1032-Development Officer

Status: ☒Full Time ☒Permanent ☐FLSA Exempt ☐CBA Position
☐Part Time ☐Temporary/Seasonal ☒FLSA Non-Exempt ☒Non-CBA Position

TO BE COMPLETED BY HIRING DEPARTMENT HEAD

Employee name: Stephen Springsteen

Hourly rate: $21.63 per hour Employee Supervisor: Director of Development

Min/Max hours/week: 40.00 hours/week

Proposed start date: 6/14/2021 Eligibility Date: 6/14/2021

Tentative schedule of hours: na

Does this position supervise staff? ☐ Yes ☒No

Comments: na

Department Head Name: Vacant

Signature: _____ Date: _____

TO BE COMPLETED BY THE TOWNSHIP ADMINISTRATOR

The Colerain Township Administrator conditionally approves this hire. This hire shall be fully effective after approval by the Board of Trustees at the next possible Trustee meeting. The employee will be required to serve a probationary period, as defined by the Township Policy Manual or Collective Bargaining Agreement.

For hiring purposes, the employees first eligible start date, pending completion of all necessary background checks, physicals, and drug tests is: 6/13/2021

Administrator Signature: _____ Date: 6.1.21

JOB POSTING INFORMATION – TO BE COMPLETED BY HUMAN RESOURCES

The Position was posted on the following locations:

☒Township Website

☐Internal Bulletin Board

☐Social media

- ☐Facebook
- ☐LinkedIn
- ☐Twitter
- ☐Other

☐Newspapers

☒Other job boards

Hiring Process Timeline:

Date of initial posting: 05/03/2021

Date posting closed: Currently Open

Interview Committee: Glenna, Geoff M, Jeff W, Jeff M

Interview dates: 5/10/2021, 5/18/2021, 5/20/2021

Number of applications: 6

Number of candidates interviewed: 3

CONSENT ITEMS

Department:	Administration
Department Director:	Geoff Milz, Administrator

Donation Acceptance - Police and Fire Departments - $300 & $300

Recommend approval of all consent items.

Rationale:

Colerain Township Police and Fire Departments are grateful for a $300 donation to each department from Trustee Wahlert in appreciation of their dedication to the community.