

Regular Meeting of the Board of Trustees
July 8th, 2014

1. **Opening of Meeting**
2. **Executive Session 5:00 PM**
3. **Pledge of Allegiance 6:00 PM**
4. **Approval of Minutes**
5. **Presentations**
 - Clippard YMCA Proclamation
 - Energy Alliance Gas Aggregation savings Report Winter 2013-14
6. **Public Safety Reports**
7. **Trustees' Report**
8. **Citizen Address**
9. **New Business**

Public Services

Public Safety

Police

- Donation Acceptance.....Action
- Appointment of Full-Time Police OfficerAction
- Appointment of Reserve OfficersAction

Fire

- Part-time pay rate changes.....Action
- Part-time Paramedic and Firefighter/EMT's.....Action
- Recommendation to hire four full time Firefighters/ParamedicsAction
- Recommendation to promote five career Firefighters/Paramedics to Shift LieutenantAction
- Recommendation to establish new part time firefighter classification (Firefighter IIB) with an authorization of forty positionsAction

Public Services

- Personnel – Park Permit Attendant.....Action

Zoning

- Authorization to create position of Part-Time PlannerAction
- Nuisance AbatementAction

Public Hearings

- Creation of New Lighting District: Stone Ridge Lighting District 3Band 4 AAction
- Creation of New Lighting District: Magnolia Woods Lighting District 1A.....Action
- Request for Public hearing on a Preliminary Development Plan for
Forevergreen Landscaping.....Action
- Initial Demolition Resolution for 3337 Poole Rd.....Action

Administration

2015 Budget HearingPresentation
Approval of 2015 Tax Budget & ForecastAction
Approval of 2014 Supplemental AppropriationsAction
Approval of Re-Enroll in 2015 Group Rating ProgramAction

- 12. Fiscal Officer's Report**
- 13. Executive Session - if needed**
- 14. Adjournment**

Resolution # 40-14



CLIPPARD YMCA RESOLUTION

Whereas the William and Harriet Clippard Branch YMCA opened its doors in the Spring of 1994 to the Colerain Township and Greater Cincinnati community and is now celebrating their 20th anniversary; and

Whereas the Clippard Branch YMCA has become an impactful and life changing agent that has been serving the Colerain Township community through the spirit, mind and body during the course of these twenty years; and

Whereas the Clippard Branch YMCA engages over 11,000 individuals annually and almost 1,900 families through youth development, healthy living and social responsibility and contributes over \$295,000 in financial assistance each year to ensure that everyone can benefit from their services; and

Whereas the Board of Trustees recognizes that strong organizations play a vital role in the life of the community, and finds it fitting that the service and contributions of the Clippard YMCA be appropriately recognized; now therefore,

Be It

Resolved that the Colerain Township Board of Trustees hereby acknowledges with sincere gratitude the Clippard YMCA for the extraordinary service they have provided to our community since their opening in 1994. We further thank them and wish them continued growth and success in the years to come.

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

Trustees: Dennis P. Deters, Melinda A. Rinehart, Jeffrey F. Ritter
Fiscal Officer: Heather E. Harlow
Administrator: James M. Rowan

COLERAIN

NEW BUSINESS

Department: Colerain Police Department

Department Head: Mark C. Denney, Chief of Police

1. Action (Include rationale)

a. Other

Action: Donation Acceptance

The Police Department received a \$5,000.00 donation from Joseph Toyota as thanks and appreciation for our efforts.

Action: Appointment of Fulltime Police Officer

1. Respectfully request the appointment of Robert Brinkman to the position of Fulltime Police Officer.

Robert is currently serving in the role of Reserve Police Officer and, In the six months Robert has worked for the Colerain Police Department, has volunteered over 500 hours to the Township.

Robert would fill the vacancy created by the recent resignation of a fulltime officer. Robert's annual salary will be \$47,520.28. Robert's appointment would effective July 6, 2014.

Action: Appointment of Reserve Officer

1. Respectfully request the appointment of Tara Duganiero to the position of Reserve Police Officer.

Ms. Duganiero is a 2011 graduate of the Hamilton County Sheriff's Office Police Academy and is currently employed as a Special Deputy. Ms. Duganiero is a 2005 graduate of Harrison High School and attended the University of Cincinnati and Cincinnati State.

Ms. Duganiero has agreed to pay \$1,000.00 for the purchase of her equipment. She also agreed to reimburse the Police Department for the hiring process in the amount of \$2,000.00, pro-rated over three years, if she separates from the Colerain Police Department. Her appointment is conditioned on the successful passage of her medical and psychological evaluation.

2. Respectfully request the appointment of Sidarth Sharma to the position of Reserve Police Officer.

NEW BUSINESS

Mr. Sharma is 31 years old and is currently a police officer with another Hamilton County police agency. Mr. Sharma is married. Mr. Sharma is a 2009 graduate of the Great Oaks Police Academy and currently resides in Fairfield.

Mr. Sharma has agreed to pay \$1,000.00 for the purchase of his equipment. He also agreed to reimburse the Police Department for the hiring process in the amount of \$2,000.00, pro-rated over three years, if he separates from the Colerain Police Department. His appointment is conditioned on the successful passage of his medical and psychological evaluation.

Agenda Packet

Department: Fire
Department Head: Chief Smith
Meeting Date: 7/8/14

1. Action (Include rationale)

a. Personnel

- i. Part time staff/pay rate changes – see attached.**
- ii. Recommendation to hire part time Paramedic and Firefighter/EMT's – attached**
- iii. Recommendation to hire four full time Firefighter/Paramedics - attached.**
- iv. Recommendation to promote five career Firefighter/Paramedics to Shift Lieutenant.**
- v. Recommendation to establish new part time firefighter classification (Firefighter IIB) with an authorization of forty positions. This pilot program would run for one year and be evaluated for continuation. The classification requires each part time IIB employee to work regular scheduled shifts as assigned by the department for a minimum of 2200 hours per year. IIB employees meeting all requirements of the program will be offered health care in accordance with the resolution establishing the program.**

COLERAIN TOWNSHIP
Department of
Fire and Emergency Medical Service

3251 Springdale Road - Cincinnati, Ohio 45251-1505

NOTIFICATION - Change of Status/Change of Pay

For Meeting of
7-8-14
Effective Date
8-1-14

Name : Roger Sauerwein

Rank : Part-time Firefighter Current Status : _____

Date : 8/1/2014

- () Change of Pay Status - Change to: \$15.28
1. () 1st year Rate for Recruit Class Graduate
 2. () Basic Firefighter/EMT
 3. () Firefighter/EMT/FAO
 4. () Paramedic (Prior to obtaining 1A firefighter)
 5. () Paramedic (With 1A certification)
 6. () Firefighter/Paramedic
 7. () Firefighter/Medic/FAO
 8. () Part-time Lieutenant
 9. () Part-time Captain
 10. () Part-time Division Chief

This change must be countersigned by either the EMS Chief or Training Director for the applicable change.

- () Change of Status
1. () Promotion to Rank/Position of: _____
 2. () Probationary (Including Training etc.)
 3. () Regular
 4. () Suspension - From : _____ To : _____
 5. () Leave of Absence, Type: Medical - Regular
Leave of Absence, From: _____ To : _____
 6. () Dismissal - Termination
 7. () Resignation () with letter () without letter

Remarks : No longer holding officer rank – going back to Firefighter.

Employee Signature : _____

Training Captain : _____

Division Chief : _____

Assistant Chief : _____

Deputy Chief: _____

Effective Date : 8/1/2014 (For Office Use Only)

Computer entry verified: _____ Date: _____

COLERAIN TOWNSHIP
Department of
Fire and Emergency Medical Service

3251 Springdale Road - Cincinnati, Ohio 45251-1505

NOTIFICATION - Change of Status/Change of Pay

For Meeting of
7-8-14
Effective Date
8-1-14

Name : Steve Lawson

Rank : Part-time Firefighter Current Status : _____

Date : 8/1/2014

- () Change of Pay Status - Change to: \$15.28
1. () 1st year Rate for Recruit Class Graduate
 2. () Basic Firefighter/EMT
 3. () Firefighter/EMT/FAO
 4. () Paramedic (Prior to obtaining 1A firefighter)
 5. () Paramedic (With 1A certification)
 6. () Firefighter/Paramedic
 7. () Firefighter/Medic/FAO
 8. () Part-time Lieutenant
 9. () Part-time Captain
 10. () Part-time Division Chief

This change must be countersigned by either the EMS Chief or Training Director for the applicable change.

- () Change of Status
1. () Promotion to Rank/Position of: _____
 2. () Probationary (Including Training etc.)
 3. () Regular
 4. () Suspension - From : _____ To : _____
 5. () Leave of Absence, Type: Medical - Regular
Leave of Absence, From: _____ To : _____
 6. () Dismissal - Termination
 7. () Resignation () with letter () without letter

Remarks : No longer holding officer rank – going back to Firefighter.

Employee Signature : _____

Training Captain : _____

Division Chief : _____

Assistant Chief : _____

Deputy Chief: _____

Effective Date : 8/1/2014 (For Office Use Only)

Computer entry verified: _____ Date: _____

COLERAIN TOWNSHIP
Department of
Fire and Emergency Medical Service

3251 Springdale Road - Cincinnati, Ohio 45251-1505

NOTIFICATION - Change of Status/Change of Pay

For Meeting of
7-8-14
Effective Date
8-1-14

Name : ~~Steve Lawson~~ Shannon Hayden
Rank : Part-time Firefighter Current Status : _____
Date : 8/1/2014

- () Change of Pay Status - Change to: \$14.40
1. () 1st year Rate for Recruit Class Graduate
 2. () Basic Firefighter/EMT
 3. () Firefighter/EMT/FAO
 4. () Paramedic (Prior to obtaining 1A firefighter)
 5. () Paramedic (With 1A certification)
 6. () Firefighter/Paramedic
 7. () Firefighter/Medic/FAO
 8. () Part-time Lieutenant
 9. () Part-time Captain
 10. () Part-time Division Chief

This change must be countersigned by either the EMS Chief or Training Director for the applicable change.

- () Change of Status
1. () Promotion to Rank/Position of: _____
 2. () Probationary (Including Training etc.)
 3. () Regular
 4. () Suspension - From : _____ To : _____
 5. () Leave of Absence, Type: Medical - Regular
Leave of Absence, From: _____ To : _____
 6. () Dismissal - Termination
 7. () Resignation () with letter () without letter

Remarks : No longer holding officer rank - going back to Firefighter.

Employee Signature : _____

Training Captain : _____

Division Chief : _____

Assistant Chief : _____

Deputy Chief: _____

Effective Date : 8/1/2014 (For Office Use Only)

Computer entry verified: _____ Date: _____

COLERAIN TOWNSHIP
Department of
Fire and Emergency Medical Service

8/1/14
effective

3251 Springdale Road - Cincinnati, Ohio 45251-1505

NOTIFICATION - Change of Status/Change of Pay

Name : Michael Reenan

Rank : Division Chief Current Status : _____

Date : 7/1/14

() Change of Pay Status - Change to: \$ 20.70/16.61

1. () 1st year Rate for Recruit Class Graduate
2. () Basic Firefighter/EMT
3. () Firefighter/EMT/FAO
4. () Paramedic (Prior to obtaining 1A firefighter)
5. () Paramedic (With 1A certification)
6. () Firefighter/Paramedic
7. () Firefighter/Medic/FAO
8. () Part-time Lieutenant
9. () Part-time Captain
10. (X) Part-time Division Chief

This change must be countersigned by either the EMS Chief or Training Director for the applicable change.

() Change of Status

1. () Promotion to Rank/Position of: _____
2. () Probationary (Including Training etc.)
3. () Regular
4. () Suspension - From : _____ To : _____
5. () Leave of Absence, Type: Medical - Regular
Leave of Absence, From: _____ To : _____
6. () Dismissal - Termination
7. () Resignation () with letter () without letter

Remarks : \$ 20.70 for All Command related function
\$ 16.61 for administrative & non-command activities

Employee Signature : _____

Training Captain : _____

Division Chief : _____

Assistant Chief : _____

Deputy Chief: _____

Effective Date : Aug 1, 2014 (For Office Use Only)

Computer entry verified: _____ Date: _____



COLERAIN
EST. 1794

TO: Chief Bruce Smith
FROM: Deputy Chief Silvati
REF: Part-time Recommend for Hire
DATE: June 26, 2014

The Division of Training recommends for hire the following candidates as part-time firefighter/EMT's:

Anthony John Molfetta
7834 Hunter's Ridge Drive
West Chester, Ohio 45069

Kirsten Nicole Worth
3507 Cardiff Avenue
Cincinnati, Ohio 45209

Both firefighters have two to three years' experience working at other fire and EMS departments in the area. Also, both are scheduled to complete paramedic training in August of this year.

They have successfully fulfilled the preemployment requirements, including submitting a recent physical examination.

The rate of pay for both candidates is \$13.91 per hour and the effective date is July 9, 2014.

COLERAIN



COLERAIN
EST. 1794

TO: Chief Bruce Smith
FROM: Deputy Chief Joe Silvati
REF: Part-time Recommend for Hire
DATE: June 24, 2014

I recommend for hire Vanessa Cure-Washington as a part-time paramedic. Vanessa expressed interest recently in rejoining our department. She was employed with us in a similar part-time capacity, in good standing, from 2007 until 2011. She has completed the necessary preemployment process including a physical examination.

The established rate of pay is \$14.87 per hour and the effective date is July 9, 2014.

COLERAIN



TO: Chief Bruce Smith

FROM: Deputy Chief Silvati

REF: Full-time Recommend for Hire

DATE: June 26, 2014

Following a competitive selection process, with 27 candidates participating to fill four full-time firefighter/paramedic positions, I recommend for **conditional** hire the following part-time members of our department:

Andrew T. Mott:

- Employed part-time with CTFD as a firefighter/paramedic since 2013
- Also works part-time as a firefighter/paramedic with three other fire and EMS departments, with one since 2008
- Earned a AAS Degree, cum laude, in Paramedic Science
- Earned an Associates in Technical Studies from the University of Cincinnati, Raymond Walters College
- Currently working towards a BS Degree in Allied Health at Youngstown State University
- Certified Fire Safety Inspector

Eric Reifenberger:

- Employed part-time with CTFD as a firefighter/paramedic since 2005
- Employed full-time since 2011 as a firefighter/paramedic with a fire and EMS department in Northern Kentucky
- Earned a BA Degree in Education from The College of Mount Saint Joseph
- Adjunct instructor in Paramedic Medicine at Gateway Community College

Kirsten P. Gabbard:

- Employed part-time with CTFD as a firefighter/paramedic since June 2013
- Also works part-time as a firefighter/paramedic at two other fire and EMS departments
- Attended Miami University, Oxford
- Certified Fire Safety Inspector

Jacob J. Merkel:

- Employed part-time with CTFD as a firefighter/paramedic since March 2011
- Also works part-time as a firefighter/paramedic at two other fire and EMS departments
- Earned a BA Degree in Graphic Design from The College of Mount Saint Joseph
- Certified Fire Safety Inspector

All four candidates finished in the top third of the selection process. In addition, I have received highly favorable comments and recommendations from the captain's interview panel and from their supervisors and co-workers as well.

They have successfully completely, or fulfilled, all of the necessary preemployment requirements, other than the psychological evaluation, due to scheduling conflicts. The evaluations are scheduled for the middle and end of July.

The starting salary for all four candidates is \$43,907.76. The effective date is August 3, 2014. All four will serve a one year probationary period.



TO: Chief Bruce Smith
FROM: Deputy Chief Joe Silvati
REF: Shift Lieutenant Promotions
DATE: June 24, 2014

According to the department transition and restructuring plan presented by Director Meloy earlier this year, a competitive selection process was conducted to promote five career firefighter/paramedics to the rank of Shift Lieutenant. The following candidates received the five highest scores and therefore are recommended for promotion to Shift Lieutenant:

Steve Hammons
Shane Packer
Dave Simonson
Matthew Vangen
Craig Wullenweber

The effective date is July 9 and the contractual annual salary is \$73,515.95

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 8th day of July, 2014, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dennis P. Deters, Jeffrey F. Ritter, Melinda Rinehart

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

RESOLUTION NO. _____-14

RESOLUTION APPROVING CREATION OF PART-TIME FIREFIGHTER POSITIONS

WHEREAS, the Board of Trustees of Colerain Township desire to create additional part-time firefighting positions within the township; and

WHEREAS, Ohio Revised Code 505.38 vests in the Board of Trustees of Colerain Township the power and responsibility to set and meet the staffing requirements of the township fire department; and

WHEREAS, Chief Bruce Smith of the Colerain Township Department of Fire and Emergency Medical Services has requested the addition of up to forty (40) part-time firefighting positions; and

WHEREAS, the purpose of the positions will be to maintain available personnel who will be responsible for responding to a wide variety of emergency calls and requests for service from the community; completing all station assigned duties, and attending on shift training. This person would also be available to complete any other tasks assigned by his/her supervisor; and

WHEREAS, the firefighters in the part-time positions shall be specifically trained to respond to emergency situations involving fire, medical emergencies, hazardous materials, disasters, or special rescues, and provide support for fire prevention efforts; and

WHEREAS, the part-time firefighting positions shall report to their assigned lieutenant or captain and any superior officer for duties, assignments and direction; and

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

1. The Board specifically finds and hereby determines that it is necessary to create additional part-time firefighting positions, and hereby authorizes Chief Bruce Smith to hire up to and including forty (40) new part-time firefighters in consultation with the Board; and
2. That such positions shall include health care coverage for the employee and any dependent child, but not spouse or significant other, with an employee contribution rate of 40% of the township's Gold Plan. No other benefits, including, but not limited to: sick leave, dental, vision, or life, shall be provided.
3. That Chief Bruce Smith, in consultation with the Board, shall create and enforce standards, rules, requirements and other employment qualifications for the application and hiring of part-time firefighters.

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

5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

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

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

Vote Record: Mr. Deters_____, Mr. Ritter_____, Ms. Rinehart_____

ADOPTED this 8th day of July, 2014.

BOARD OF TRUSTEES:

Dennis P. Deters, Trustee

Jeffrey F. Ritter, Trustee

Melinda Rinehart, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (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 ____ day of July, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer

NEW BUSINESS

Department: Public Services 07/08/2014

Department Head: Kevin Schwartzhoff

1. Action (Include rationale)

a. Personnel - Hires

I. Parks and Services

a. Personnel – Park Permit Attendant

i. Sharon Crabtree	Effective June 16, 2015	\$11/hour
ii. Emily Bast	Effective June 27, 2014	\$11/hour
iii. Bruce Carter	Effective June 27, 2014	\$11/hour
iv. Lisa White	Effective June 27, 2014	\$11/hour

b. Policy

c. Other

2. Information

a. Other

NEW BUSINESS

Department: Building, Planning & Zoning

Department Head: Geoffrey G. Milz, AICP

1. Public Hearings

2. Action (Include rationale)

a. Personnel

i. Authorization to create position of Part-time Planner:

Recommend approval to create position of part-time planner and proceed with posting to identify qualified candidates. (See attached memorandum)

b. Policy

c. Other

i. Nuisance Abatement Resolution:

Nuisance properties, having been properly noticed, require abatement.

ii. Creation of New Lighting District: Stone Ridge Lighting District 3B and 4A

Recommend approval of resolution creating a new lighting district in the Stone Ridge subdivision.

iii. Creation of New Lighting District : Magnolia Woods Lighting District 1A

Recommend approval of a resolution creating a new lighting district in the Magnolia Woods subdivision.

iv. Request for Public Hearing on a Preliminary Development Plan for Forevergreen Landscaping located at 7582 Harrison Avenue on Tuesday, August 12, 2014 at 6pm.

v. Initial Demolition Resolution for 3337 Poole Rd.

The property located at 3337 Poole Rd. was condemned on June 5, 2014 and found unfit for human habitation. Following a site visit and review of interior pictures, I believe that remediation of the environmental hazards present in the building is not possible. I recommend approval of the resolution allowing for the demolition of this structure.

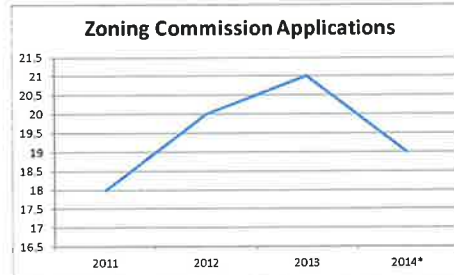
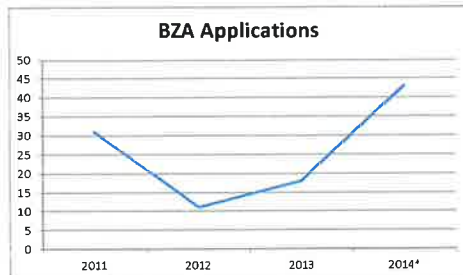
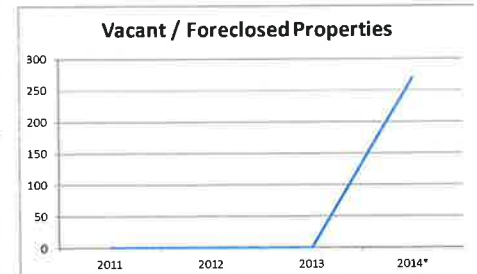
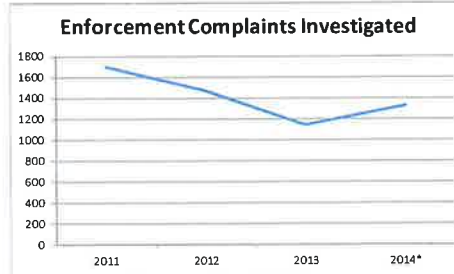
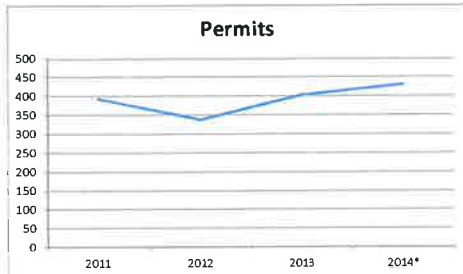
MEMORANDUM

DATE: JUNE 19, 2014
TO: JIM ROWAN
FROM: GEOFFREY MILZ | DIRECTOR, BUILDING, PLANNING & ZONING
SUBJECT: WORKLOAD AND STAFFING TRENDS

As the local economy continues to recover from the Great Recession and as we become more proactive in our efforts to better the community, our office is seeing an increase in activity. Over the period beginning in 2011 and continuing through 2014, our total activity is trending upward while our staffing has trended downward. In 2011, the department had 5.5 FTEs to handle the workload. In mid-2012 the staffing was reduced to its current level of 4.0 FTEs. To give a sense of the increase in workload two sets of tables and charts are included in this memorandum. The first shows the raw numbers for 5 departmental metrics and the second shows the effective increase in workload by dividing the raw numbers by the number of FTEs. It should be noted that the 2014 numbers are projected based on the first five months of data that we have collected in 2014 and they assume the same rate for the remaining 7 months. It is also important to keep in mind that these metrics are not a comprehensive look at the functions of our department. Qualitative indicators such as the changes we are seeing in the Groesbeck neighborhood with the Jonrose project, the higher quality development we are demanding in the Northgate area, and our constant commitment to superior customer service are difficult to quantify but important nonetheless.

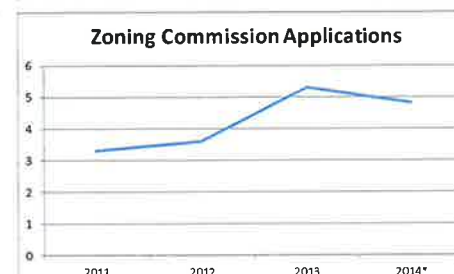
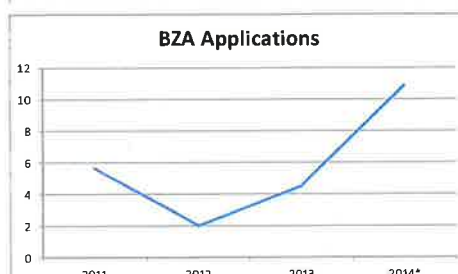
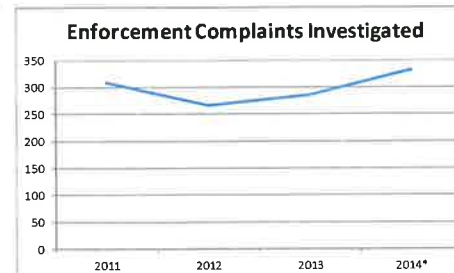
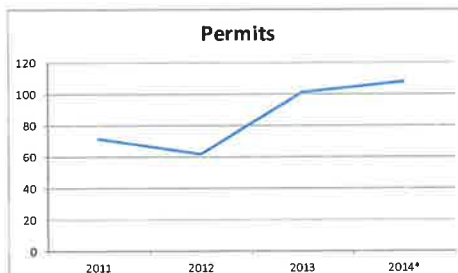
METRICS

	Enforcement Complaints Investigated	BZA Applications	Zoning Commission Applications	Permits	Vacant / Foreclosed Properties	VBML / VFPR
2011	1698	31	18	394	0	0
2012	1470	11	20	339	0	0
2013	1141	18	21	404	0	0
2014*	1325	43	19	430	269	24/48 - \$45,600



METRICS PER FTE

	Enforcement Complaints Investigated	BZA Applications	Zoning Commission Applications	Permits	Vacant / Foreclosed Properties	VBML / VFPR
2011	308.7	5.6	3.3	71.6	0	0
2012	267.3	2	3.6	61.6	0	0
2013	285.3	4.5	5.3	101	0	0
2014*	331.2	10.8	4.8	107.4	67.2	24/48 - \$45,600



COLERAIN TOWNSHIP
PLANNING & ZONING DEPARTMENT
JOB CLASSIFICATION DESCRIPTION

CLASS TITLE:	LAND USE PLANNER (PT)
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Job Functions:	Under general supervision, assists the Planning & Zoning Administrator in the review of zoning certificate applications and performs planning duties and other related processing of zoning matters related to amendments, enforcement and other activities incumbent upon the planning & zoning department.
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Minimum Qualifications for this position are:	Bachelors or Master's degree in urban planning or related field and a minimum of two years relevant experience which evidences an advanced knowledge of zoning review and processing, planning administration, land development, city planning and zoning enforcement. Candidate must have G.I.S. skills.
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ILLUSTRATIVE DUTIES: (The duties listed below are intended to depict typical tasks performed by this classification and are listed for example purposes only and are not to be considered all inclusive).

1. Assists in matters dealing with zoning, including advising the public concerning the rules and regulations, reviews plans submitted for issuance of zoning certificates, and other matters affecting and relating to zoning; collects data required for special projects; reviews zoning maps and prepares studies and reports for projects to which assigned; meets with developers for preliminary assessment of proposed zone amendment requests and recommends improved planning features, if advisable; assists zoning inspector in enforcement procedures and actions;

2. Assists the Planning & Zoning Administrator in the following: Reviews applications and plans submitted for zoning amendments and determines compliance with application procedures and all applicable rules and regulations for private developments; processes amendment applications and distributes to, and assembles from, requests for review by various County, State and Township agencies having jurisdiction over such proposed development; prepares staff reports for zone amendment cases (i.e., previous case history, makes field inspections and photographs pertinent features of the area and prepares description of specific site proposal along with the existing surrounding conditions, determines consistency of any land use plans and policies, prepares written analysis of the case along with findings, conclusions and covenants); preparation of presentations including site plans and any additional information that may be required for Zoning Commission and Trustee meetings; attend meetings of the Hamilton County Regional Planning when such meetings are for review of zone amendment or land use proposals in the Township; presents cases and analyses to the Zoning Commission and Trustees at public hearings, and answer questions of concern expressed by said bodies; compiles cumulative information as zone cases progress through the process of hearings; maintains a record of all actions on each zone case.

3. Assists the Planning & Zoning Administrator in the tasks associated with providing staff and technical assistance to the Zoning Commission, Board of Zoning Appeals and the Board of Trustees. Serves as administrator and staff liaison to the Land Use Advisory Board, providing long range planning strategies for the Township. (May require attendance at meetings of these bodies). Acts as liaison with the Township Development Director.
 4. Maintains department electronic files, zoning database and GIS systems and related applications.
 5. Administers the Vacant Building Maintenance License and Vacant Foreclosed Property Registry Programs
 5. Coordinate work efforts and promotes career advancement for the intern-planner.
-

The following are knowledge, skills and abilities necessary to perform duties. (* indicates *it may be developed after employment*).

KNOWLEDGE OF:

Township and department policies and procedures*; government planning principles and practices; zoning and/or subdivision control and regulations; local, state and federal regulations related to planning and zoning; computer programming and use - including database management, word processing, CAD* and GIS (programming and script writing a plus)*; general office practices and procedures; supervisory and management techniques. Must be proficient in Adobe Creative Suite including Photoshop, Illustrator and InDesign; ArcMap; ArcCatalog.

ABILITY TO:

Interpret a variety of instructions in oral, written or other forms; collect data, establish facts and draw valid conclusions; prepare and maintain concise and accurate records and reports; maintain good rapport with Township departments, board members and other agencies relative to issues of zoning; cooperate with others on projects of mutual concern; plan project implementation; operate a computer terminal; communicate effectively in oral and written form; develop and maintain effective working relationships with coworkers and the general public. Read, inspect, and understand construction plans, site plans and drawings.

TOOLS AND EQUIPMENT USED:

Motor vehicle, personal computers with related software, oversize plotter, copiers, calculators, two way radios, telephones, fax machine, audio/visual and video recording equipment, high intensity computer projections, foot-candle light meter, and other equipment germane to this position.

PHYSICAL DEMANDS:

The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be

made to enable individuals with disabilities to perform essential functions.

Requires the ability to perform office related duties and access a wide variety of residential and commercial/industrial construction sites, buildings, and properties. Majority of these sites and buildings are uncompleted and the site does contain a finished grade material.

While performing the duties of this position, the employee is frequently required to talk, hear, and/or use hands to handle or feel objects, tools or controls and reach with arms and hands.

The employee must occasionally lift and/or move objects up to 50 pounds. Specific vision abilities required by this position are equivalent to those to obtain an Ohio Drivers license.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work environment involves duties to be performed in an inside office setting and occasional duties to be performed in the field at a wide variety of residential and commercial/industrial construction sites, buildings and properties. Majority of these sites and buildings are uncompleted and the site does contain a finished grade material.

DISCLAIMER:

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Salary Range - Commensurate with work experience.



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

Trustees: Dennis P. Deters, Melinda A. Rinehart, Jeffrey F. Ritter
Fiscal Officer: Heather E. Harlow • **Administrator:** James M. Rowan

Date: June 12, 2014

To the Board of Trustees of Colerain Township, Hamilton County, Ohio:

You are hereby notified that on June 10, 2014, a petition for lighting in the unincorporated districts of Colerain Township, Stone Ridge Estates 3B & 4A, was filed in this office, a copy of which is attached.

A public hearing has been scheduled for July 8, 2014.

Heather E. Harlow
Fiscal Officer, Colerain Township

COLERAIN

RECEIVED

JUN 10 2014

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT **COLERAIN ZONING**
(Ohio Revised Code 515.02, 515.03)

Subdivision/Location: **STONE RIDGE ESTATES 3B & 4A**
(Lots 77-96 and 119-131, Total # Lots-33)

The undersigned represent to the Board of Colerain Township Trustees, Hamilton County, Ohio, as follows:

We own in the aggregate more than one-half of the feet front of the lots and lands abutting on the streets and public ways in an unincorporated district in this Township, hereinafter described.

Such unincorporated district is bounded and described as follows:

Section 3B (Lots 77-96):
Book 510, Page 344
SW PT Sec 26, T2, ER1
Colerain Township

Section 4A (Lots 119-131):
Book 510, Page 370
Sec 32, T2, ER1
Colerain Township

No lands are included which are more than 660 feet from, nor any lands not abutting on, the streets and public ways in such district.

The undersigned waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights.


Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows: Approximately **\$19.43** per month per property owner.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Stone Ridge Property Development LLC 510 344 1

 **Thompson Road** 6/4/14
Date

Stone Ridge Property Development LLC 510 370 31

 **Forfeit Run Road** 6/4/14
Date

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 July, 2014, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dennis P. Deters, Jeffrey F. Ritter, Melinda Rinehart

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

RESOLUTION NO. _____

RESOLUTION FOR STREETLIGHTING
STONE RIDGE ESTATES 3B & 4A DISTRICT

WHEREAS, A hearing having been had upon a petition praying that the Colerain Township Board of Trustees take all lawful and proper proceedings to light artificially the streets and public ways in an unincorporated district in this Township, following notice and actual view taken, and the Township Trustees findings for Stone Ridge Estates 3B & 4A:

1. That the petition was filed with the Township Fiscal Officer on June 10, 2014, and the Board of Trustees was duly notified by her of such filing and a copy of the petition was sent to it on June 12, 2014; and
2. That the petition was signed by owners of more than one half of the feet front of the lots and lands abutting on the streets and public ways of the aforesaid district, and that the petition complied with law in specifying the metes and bounds of the district but included no lands more than 660 feet from, nor any lands not abutting on, the streets and public ways in such district; and
3. That notice of a hearing before said Board of Trustees on said petition for July 8, 2014, was duly and timely served on all lot owners and corporations affected by said proposed improvement and was duly and timely published according to law.

THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES:

1. That the proposed improvement to light artificially the streets and public ways in the district is necessary, and accordingly grants the petition; that the number of lights necessary to light properly the said streets and public ways is four (4) and that the lights shall be of the nature and configuration as described within the attached contract and map.
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Deters _____, Mr. Ritter _____, Ms. Rinehart _____

ADOPTED this ____ day of July, 2014.

BOARD OF TRUSTEES:

Dennis P. Deters, Trustee

Jeffrey F. Ritter, Trustee

Melinda Rinehart, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (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 ____ day of _____, 2014.

Heather E. Harlow
Colerain Township Fiscal Officer

RECEIVED

JUN 10 2014

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT **COLERAIN ZONING**
(Ohio Revised Code 515.02, 515.03)

Subdivision/Location: **STONE RIDGE ESTATES 3B & 4A**
(Lots 77-96 and 119-131, Total # Lots-33)

The undersigned represent to the Board of Colerain Township Trustees, Hamilton County, Ohio, as follows:

We own in the aggregate more than one-half of the feet front of the lots and lands abutting on the streets and public ways in an unincorporated district in this Township, hereinafter described.

Such unincorporated district is bounded and described as follows:

Section 3B (Lots 77-96):
Book 510, Page 344
SW PT Sec 26, T2, ER1
Colerain Township

Section 4A (Lots 119-131):
Book 510, Page 370
Sec 32, T2, ER1
Colerain Township

No lands are included which are more than 660 feet from, nor any lands not abutting on, the streets and public ways in such district.

The undersigned waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows: Approximately **\$19.43** per month per property owner.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:


Stone Ridge Property Development LLC 510 344 1



Thompson Road

6/4/14
Date

Stone Ridge Property Development LLC 510 370 31



Forfeit Run Road

6/4/14
Date

Agreement Information	Energy and Maintenance			10-5445577	05/15/2014
	Agreement Coverage			Agreement Number	Current Date
70103802	129773	75023	S464	V40C	OLE14OH
Customer Account Number	Request Number	Corp	CP Center	LOC	Work Code
					UOLP
					Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



**DUKE
ENERGY**

DE Ohio

139 East Fourth Street, Cincinnati, OH 45202

Business Name	Stone Ridge Estates ST LTs			The Agreement begins when Service is in operation and continues, with annual extensions, until either party terminates with written notice to the other party.
Customer Name	Colerain Township			
Service Location or Subdivision	Stone Ridge Estates 3b & 4a			
Service Address	Forest Valley Dr &			
Service Address	Valley Crossing Dr			
Service City, State, Zipcode	Harrison	OH	45030	
Mailing Name	Colerain Township			Third Party Participant - One Time Payment
Mailing Business Name	Stone Ridge Estates ST LTs			
Mailing Address	4200 Springdale Rd			
Mailing Address				
Mailing City, State, Zipcode	Cincinnati	OH	45251	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:

WHEREAS, Customer desires to have a Company-owned outdoor lighting system ("System") on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Below is the estimated monthly amounts for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE/DESCRIPTION	LAMP WATTS	LAMP SOURCE	IMPACT WATTS	EST ANNUAL KWH	**EST ENERGY CHG EACH	MAINT-OPER CHG EACH	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Traditionaire, 175W MH PS (50132180)	175	MH	0 2070	861	\$0.50	\$7.63	4	\$32.50
Lamp Source - MH = Metal Halide, HPS = High Pressure								MONTHLY TOTALS	4 \$32.50

*Tariff riders and sales tax are not included and may cause the monthly amounts to fluctuate.

**The Energy may also be METERED. If Energy usage is metered, the information above is superceded by the METERED usage and charges.

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Lighting Service Agreement ("Agreement") to be executed by duly authorized representatives, effective the Current Date first written above. This Agreement is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company") and the Customer. Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature		Signature	
Printed Name	Kathleen Owen	Printed Name	
Date	05/15/2014	Date	

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION I. EQUIPMENT AND INSTALLATION

- 1¹ In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1² A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1³ In addition to the Luminaires set forth on page 1, the System consists of the following poles:

A. Pole Information (monthly charges included with luminaires on page 1)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	12 FT Rnd.FBG, Blk DI(807274)	4
TOTAL NUMBER OF POLES		4

B. Energy Usage – Based on the appropriate State Utility Regulatory Commission approved rates.

Current Rate per kWh 0.005905 Rate Effective Date 06/05/2013 Estimated Annual Burn Hours 4160

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE			
Impact Watts = The energy used by the lamp watts plus ballast watts			
a	Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c	Annual kWh divided by twelve (12) months equals monthly kWh
b	Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh)	d	Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____

Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM

OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet

SECTION III. - ENERGY USAGE COST

CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

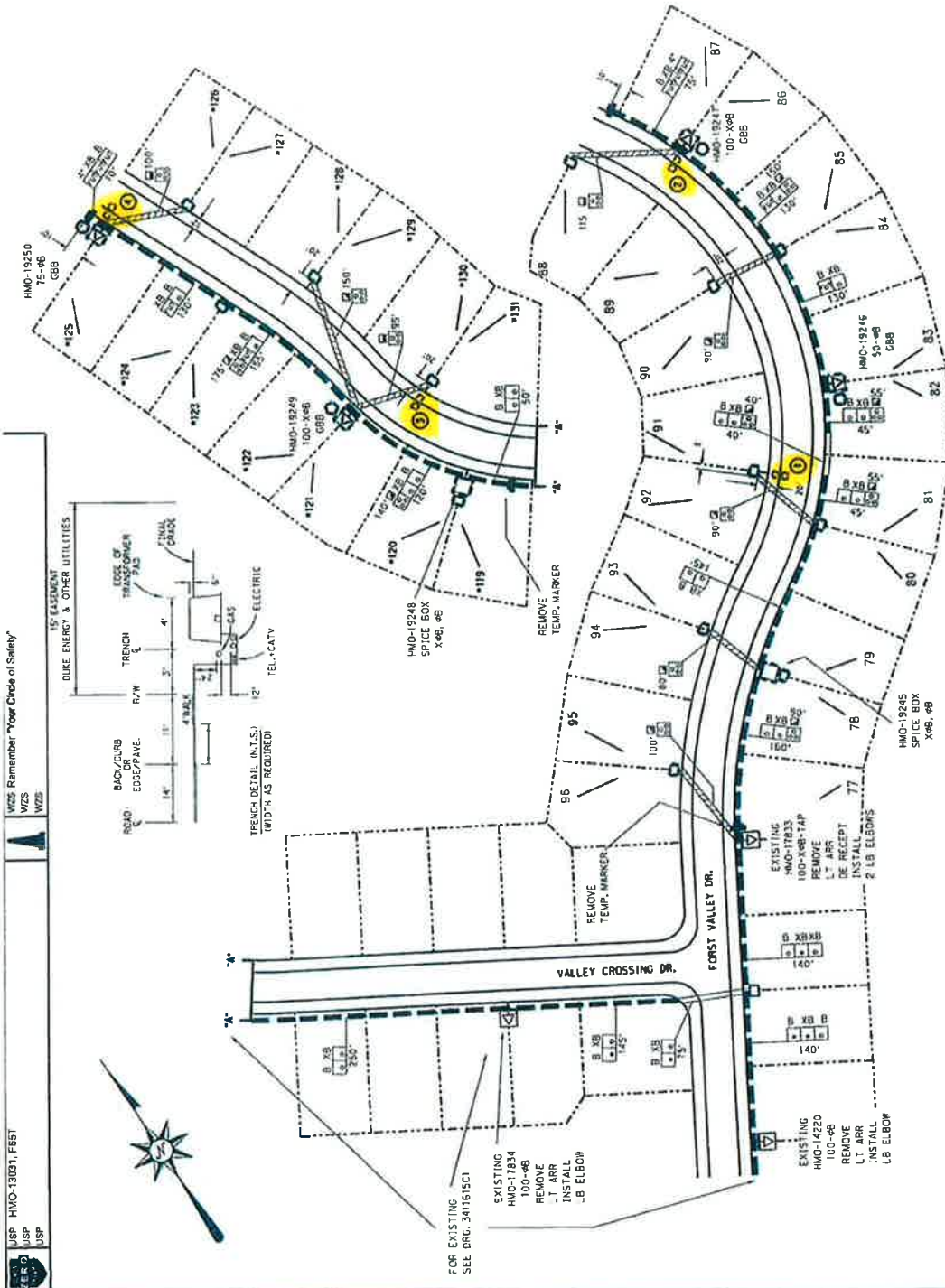
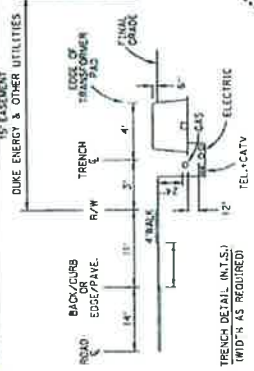
OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities) This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate

LEGEND - 7.5KV

- [illegible]



NOTES

- USE PROJECT "NBOH."
NUMBER OF LOTS-33.
JOINT TRENCH DISTANCE-7
GAS EMAX "4973486.
MAP: 135H
FEEDER: RYBOLT "41" SH 2
TAX DIST: 31-0080

PERMITS NEGOTIATION

- R/W
 CITY
 TOWNSHIP
 COUNTY
 STATE
 RAILROAD

REQD. FOR CONSTRUCTION PACKAGE!

- WORK ORDER AUTHORIZATION
 ● VICINITY: 976946V (URD 2588) (REV. 3)
 ● WIRING DIAGRAM: 976946W1 (URD 2588A) (REV. 3)
 ● COMMENTS: 4973424C1
 CONSTR. DIST: GTU, WUJA

STREET LIGHT INFORMATION

①	INSTALL	ST. L.T. [®]	HMO-19280	35' ②
②	INSTALL	ST. L.T. [®]	HMO-15261	35' ②
③	INSTALL	ST. L.T. [®]	HMO-19282	35' ②
④	INSTALL	ST. L.T. [®]	HMO-19283	35' ②

- CONSTRUCTION 4973

TRAUS REQD:
☐ SWITCH
☐ DANGER LOOP

STARTING REQD:
☐ STAKING

CONSTR. DIST: 0

JOINT UTILITY CONTACTS

COMPANY	CONTACT	PHONE
ELEC./GAS	KATHLEEN OWEN	(513) 287-1413
TEL.	DOV CLARK	(513) 566-8502
CAV	MIKE BOONE	(513) 615-7627
DEVELOPER	MEGAN ADAMS	(513) 353-5380

SCALE

PACKING NUMBERS:

BT 3K

L

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ORG. 497

73424-C1

10201
10201



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

Trustees: Dennis P. Deters, Melinda A. Rinehart, Jeffrey F. Ritter
Fiscal Officer: Heather E. Harlow • **Administrator:** James M. Rowan

Date: June 12, 2014

To the Board of Trustees of Colerain Township, Hamilton County, Ohio:

You are hereby notified that on June 11, 2014, a petition for lighting in the unincorporated districts of Colerain Township, Magnolia Woods 1A, was filed in this office, a copy of which is attached.

A public hearing has been scheduled for July 8, 2014.

Heather E. Harlow
Fiscal Officer, Colerain Township

COLERAIN

JUN 11 2014

6/5/14

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 July, 2014, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dennis P. Deters, Jeffrey F. Ritter, Melinda Rinehart

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

RESOLUTION NO. _____

RESOLUTION FOR STREETLIGHTING
MAGNOLIA WOODS 1A DISTRICT

WHEREAS, A hearing having been had upon a petition praying that the Colerain Township Board of Trustees take all lawful and proper proceedings to light artificially the streets and public ways in an unincorporated district in this Township, following notice and actual view taken, and the Township Trustees findings for Magnolia Woods 1A:

1. That the petition was filed with the Township Fiscal Officer on June 11, 2014, and the Board of Trustees was duly notified by her of such filing and a copy of the petition was sent to it on June 12, 2014; and
2. That the petition was signed by owners of more than one half of the feet front of the lots and lands abutting on the streets and public ways of the aforesaid district, and that the petition complied with law in specifying the metes and bounds of the district but included no lands more than 660 feet from, nor any lands not abutting on, the streets and public ways in such district; and
3. That notice of a hearing before said Board of Trustees on said petition for July 8, 2014, was duly and timely served on all lot owners and corporations affected by said proposed improvement and was duly and timely published according to law.

THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES:

1. That the proposed improvement to light artificially the streets and public ways in the district is necessary, and accordingly grants the petition; that the number of lights necessary to light properly the said streets and public ways is three (3) and that the lights shall be of the nature and configuration as described within the attached contract and map.
2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Deters_____, Mr. Ritter_____, Ms. Rinehart_____

ADOPTED this ____ day of July, 2014.

BOARD OF TRUSTEES:

Dennis P. Deters, Trustee

Jeffrey F. Ritter, Trustee

Melinda Rinehart, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (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 ____ day of ____, 2014.

Heather E. Harlow
Colerain Township Fiscal Officer

JUN 11 2014

Subdivision/Location: **MAGNOLIA WOODS 1A**
(Lots 1-12 and 126-133, Total # Lots-20)

6/5/14

Agreement Information	Energy and Maintenance			10-4884271	05/09/2014
	Agreement Coverage			Agreement Number	Current Date
92003801	129594	75023	S464	V40C	OLE14OH
Customer Account Number	Request Number	Corp	CP Center	LOC	Work Code
					Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



DUKE DE Ohio
ENERGY

139 East Fourth Street, Cincinnati, OH 45202

Business Name				The Agreement begins when Service is in operation and continues, with annual extensions, until either party terminates with written notice to the other party.
Customer Name	Colerain Township			
Service Location or Subdivision	Magnolia Woods			
Service Address	Magnolia Woods Way			
Service Address				
Service City, State, Zipcode	Taylors Creek	OH	45247	
Mailing Name				Third Party Participant - One Time Payment
Mailing Business Name				
Mailing Address	4200 Springdale Rd			
Mailing Address				
Mailing City, State, Zipcode	Cincinnati	OH	45251	

This Company-owned lighting system or light(s) involves three billable components. These components are: (1) initial Equipment and installation costs; (2) Energy usage; and (3) Maintenance/operating costs. A third party has satisfied Equipment component. This Agreement will cover the Energy usage and Maintenance, and will continue for the service life of the lighting system or light(s). Please see attached drawing or Exhibit "A" for the proposed placement of lighting equipment.

WITNESSETH:

WHEREAS, Customer desires to have a Company-owned outdoor lighting system ("System") on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Below is the estimated monthly amounts for the lights and poles covered by this Agreement.

ITEM #	LUMINAIRE STYLE/DESCRIPTION	LAMP WATTS	LAMP SOURCE	IMPACT WATTS	EST ANNUAL KWH	**EST ENERGY CHG EACH	MAINT-OPER CHG EACH	NUMBER OF LIGHTS	*ESTIMATE O LINE TOTAL
1	Traditionaire, 175W MH PS, (50132180)	175	MH	0 2070	861	\$0.50	\$7.83	3	\$24.99
Lamp Source - MH = Metal Halide, HPS = High Pressure								MONTHLY TOTALS	3 \$24.99

*Tariff riders and sales tax are not included and may cause the monthly amounts to fluctuate.

**The Energy may also be METERED. If Energy usage is metered, the information above is superceded by the METERED usage and charges.

In addition to the luminaire information with estimated monthly amounts shown above, please refer to Pole Information in Section 1 - A hereof, Energy Usage in Section 1 - B and System Maintenance Information in Section IV for further details.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Lighting Service Agreement ("Agreement") to be executed by duly authorized representatives, effective the Current Date first written above. This Agreement is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company") and the Customer. Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u>Patrick Malloy</u>	Signature	_____
Printed Name	Patrick Malloy	Printed Name	_____
Date	05/09/2014	Date	_____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement.

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION I. EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 In addition to the Luminaires set forth on page 1, the System consists of the following poles:

A. Pole Information (monthly charges included with luminaires on page 1)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	12 FT Rnd.FBG, Blk DI(807274)	3
TOTAL NUMBER OF POLES		3

B. Energy Usage – Based on the appropriate State Utility Regulatory Commission approved rates.

Current Rate per kWh 0.005905 Rate Effective Date 06/05/2013 Estimated Annual Burn Hours 4160

*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = The energy used by the lamp watts plus ballast watts.

- | | |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh. |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh). | d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item. |

*Tariff riders and sales tax are not included, which may cause the amounts to fluctuate.

LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death), and reasonable attorneys' fees.

Customer's Signature _____

Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM

OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE.

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
- 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
- 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III. - ENERGY USAGE COST

CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer-caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in an Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amounts due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

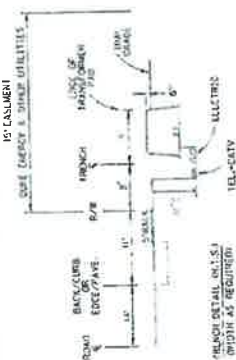
- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company. deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

JOHN TRENCI DETAILS MAGNOLIA WOODS WAY
ELECTRIC. TELEPHONE & CABLE TV

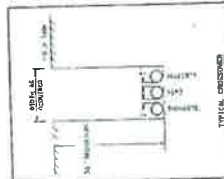
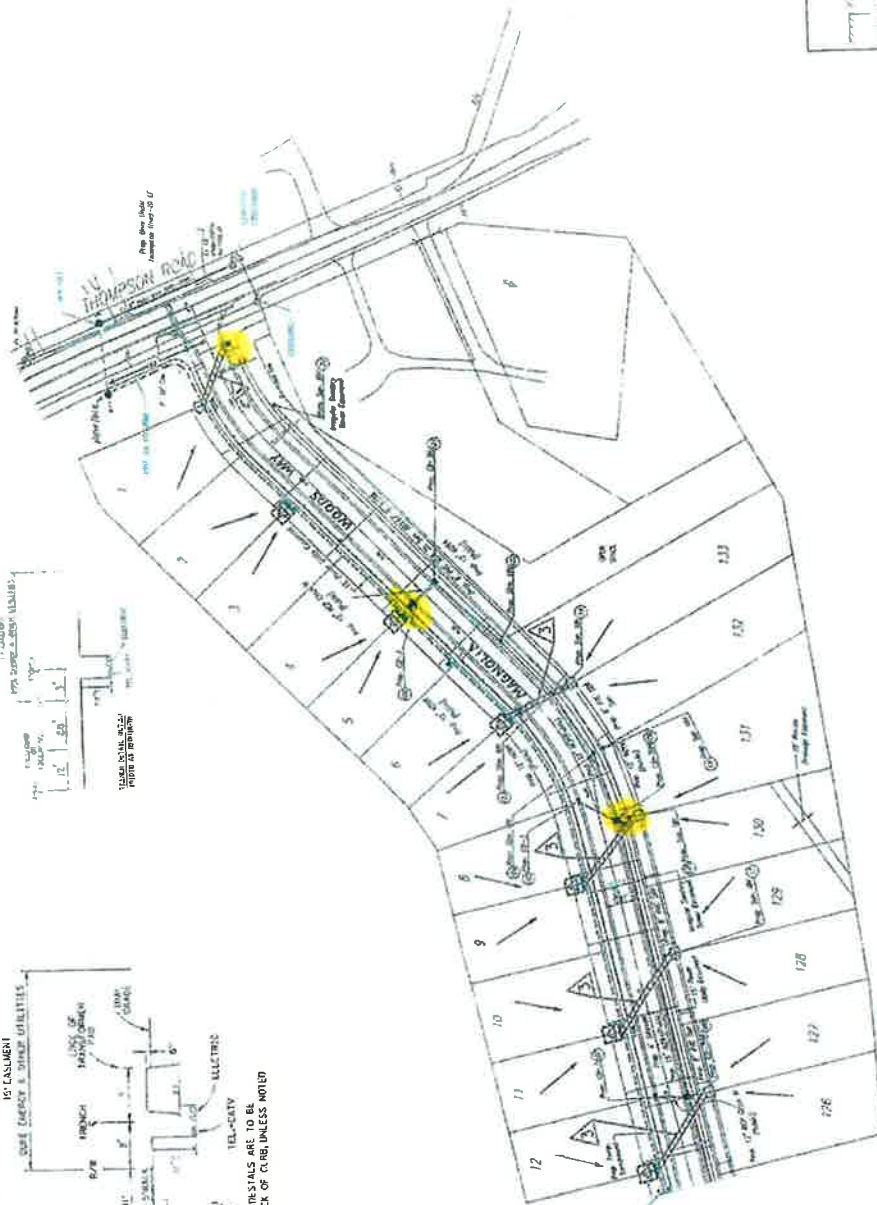


PHILIP DETAIL ON 15.1
CHILDRN AS NEGOTIATION

SECONDARY PETALS ARE TO BE
20 117: BACK OF CLRB, UNLESS NOTED



11/11/2011 11:11 AM



ENGINEER'S PROJECT INFORMATION
MAGNOLIA WOODS
SECTION 1, BLK. A
COLERAIR TOWNSHIP
HAMILTON COUNTY, OHIO
HAMILTON ASSOCIATES, INC.

337 COMPTON ROAD, SUITE 120
CINCINNATI, OHIO 45251
PROJ# 00-00534
515-365-5751
RECEIVED DATE 11/25/84

DATE ISSUED: 03-18-2014	DRAWING: 1 OF 1
BY: S. FISSEL	

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at 6:00 p.m., on the 8th day of July, 2014, at the Colerain Township
Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following
members present:

Dennis P. Deters, Jeffrey F. Ritter, Melinda Rinehart

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

RESOLUTION NO. _____-14

RESOLUTION FOR DEMOLITION OF THE PROPERTY AT 3777 POOLE RD

WHEREAS, the property at 3777 Poole Rd., in Colerain Township, (parcel no.: 510-0092-0029-00) was condemned and found to be unfit for human habitation by Hamilton County Public Health, in a memorandum dated June 5, 2014; a copy of which is attached as Exhibit A; and

WHEREAS, the Colerain Township Fire Department found the property to be structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum dated June 9, 2014, a copy of which is attached as Exhibit B; and

WHEREAS, the conditions on this property are an attractive nuisance and are negatively impacting adjacent properties; and

WHEREAS, Ohio Revised Code §505.86 provides that, at least thirty days prior to the providing for the removal, repair, or securance of any building or structure which has been declared insecure, unsafe, or structurally defective by the Colerain Township Fire Department, or by the Hamilton County Building Department, or has been declared unfit for human habitation by the Hamilton County General Health District, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

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

1. The Board specifically finds and hereby determines that the conditions found at 3777 Poole Rd. constitute an unsafe and insecure environment within the meaning of Ohio Revised Code §505.86, rendering the structure uninhabitable and negatively impacting adjacent properties, and the Board directs that notice of this action be given to the owners of the said property and lienholders in the manner required by Ohio Revised Code §505.86; and
2. That the Colerain Township Board of Trustees hereby orders the owners of said property to demolish the house thereon within 30 days after notice of this order is given to the owners and lienholders of record. If said building is not demolished by the said owners, or if no agreement for removal, repair or abatement of conditions on the property is reached between the Township and the owners and lienholders of record within thirty days after notice is given, the Zoning Inspector shall cause the building to be demolished, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code §505.86.

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

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and

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

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

Vote Record: Mr. Deters_____, Mr. Ritter_____, Ms. Rinehart_____

ADOPTED this 8th day of July, 2014.

BOARD OF TRUSTEES:

Dennis P. Deters, Trustee

Jeffrey F. Ritter, Trustee

Melinda Rinehart, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (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 ____ day of July, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer

Certified Mail # 7007 0220 0000 7437 7453
Receipt Requested



PREVENT. PROMOTE. PROTECT.

Timothy I. Ingram
Health Commissioner

250 William Howard Taft Road, 2nd Floor
Cincinnati, OH 45219

Phone 513.946.7800
Fax 513.946.7890

hamiltoncountyhealth.org

Notice of Violation Notice of Condemnation

6/5/2014

JOANNE CLINE & ROBERT NIPPER
3777 POOLE RD
CINCINNATI, OH 45251

Re: 3777 Poole Rd Colerain Township Nuisance Report #40036

Dear Mr Nipper and Ms Cline:

A site investigation was conducted on June 4, 2014 at the above referenced property in response to a complaint received by Hamilton County General Health District. This letter details the observations made during the investigation, existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

Observations

On June 4, 2014, the home was entered on authority granted through a search warrant, which was obtained earlier in the day. The home was observed in poor repair and very unsanitary. The home had a strong odor of cat urine and cat feces. Cat waste was observed in almost every room on the floor, cabinetry, furniture, and bathroom fixtures. Many cats were observed throughout the home (estimates put the count above 20), some with poor health. Used adult diapers were observed accumulated in the bathroom. The basement was observed flooded with about 3 feet of sewage water. All exposed porous surfaces in the basement (drywall, wood) were observed with heavy possible mold growth. The sewage water was observed extending outside the home into a back stairwell that was heading to the basement. Extension cords and a garden hose were observed in the home; the purposes of these were unknown, but it is assumed they were delivering water and electricity to areas of the home due to these facilities not being in good repair. A heavy fly infestation was observed throughout the home. Water damage was observed on the ceiling of the sunroom. The bedrooms and bathroom were observed cluttered with poor ability to exit in the event of an emergency. A copy of the search warrant was left inside the home. In addition, the following photographs were taken during the inspection(s):



Animal and solid waste accumulation, unsanitary conditions in living room (TS, 06/04/14)



Animal and solid waste accumulation, unsanitary conditions in dining room (TS, 06/04/14)



Animal and solid waste accumulation, unsanitary conditions in kitchen (TS, 06/04/14)



Sewage water accumulation and possible mold accumulation in basement (TS, 06/04/14)

Violations

ORC 3707.01 states: "The board of health of a city or general health district shall abate and remove all nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons for neglect or refusal to obey such orders."

You are currently in violation of **Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67:**

- 4.1 - Every dwelling unit shall contain a kitchen sink which is properly connected to a

water and sewer system approved by the Health Commissioner.

- 4.2 - Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet, a lavatory and a bathtub or shower, connected to a water and sewer system approved by the Health Commissioner.
- 4.6 - All plumbing shall be properly installed and maintained in good working condition, free from defects, leaks, and obstructions.
- 4.7 - Every dwelling unit shall be supplied with adequate rubbish storage facilities, type and location of which are acceptable to the Health Commissioner and shall be disposed of in a manner acceptable to the Health Commissioner.
- 4.8 - Every dwelling unit shall have adequate garbage disposal facilities, type and location of which are acceptable to the health commissioner and shall be disposed of in a manner acceptable to the health commissioner.
- 4.9 - Every dwelling shall have a safe unobstructed means of egress leading to a safe and open outdoor space at ground level.
- 4.15 - Exterior property areas and accessory structures shall be free from health, fire, and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance.
- 4.16 - The interior of every structure used for human habitation shall be free from insect, rodent, and vermin infestation.
- 4.17 - Every foundation floor, ceiling, wall and roof shall be reasonably weathertight and rodent proof. Where excessive dampness exists, corrective measures shall be required to relieve this dampness.
- 4.20 - Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor or wall-type electric convenience outlets or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room, and public hall shall contain at least one supplied ceiling-or-wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.
- 4.29 - No owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary, and fit for human occupancy.
- 4.31 - Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and controls.

Furthermore, you are currently in violation of ORC Section 3701.01 – Public Health Nuisance.

Pursuant to ORC 3707.99 this/these violation(s) constitute a minor misdemeanor on the first offense and a misdemeanor of the fourth degree on each subsequent offense, if you are found guilty of the original misdemeanor.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. Environmental Sanitation Regulation No. 1-67 states:

- 6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.
- (a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
 - (b) One that lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
 - (c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

As the owner of the property, you are responsible for maintaining the property in a clean and sanitary condition. You must take the following actions:

1. *Remove all garbage and animal waste from the home. All garbage and waste shall be disposed of in an approved manner. Rooms shall be uncluttered and sanitary.*
2. *All flooring in the home (such as carpet, wood, or tile) shall be removed. The subfloor shall be treated and sealed to abate animal waste odors. There shall be no animal waste odors present in the home.*
3. *All drywall and/or plaster throughout the home shall be removed. If the framing of the home cannot be adequately sealed to abate animal waste odors, it shall be removed. There shall be no animal waste odors present in the home.*
4. *All waste and debris removed from home shall not cause a nuisance to the neighboring properties. Waste stored outdoors shall be stored to minimize odors.*
5. *Ensure any water leaks from the roof (such as in the sunroom) are fixed.*
6. *Ensure electrical system is in good repair and all outlets and switches are working properly. Ensure any permits are obtained and inspections are passed to complete this work.*
7. *All plumbing (water supply and waste lines) shall be fixed and in good working order. If permits are required to fix the issues, ensure those permits are obtained and inspections are passed.*
8. *All sewage shall be conveyed and treated in an approved manner. The septic system shall be functioning in good repaired and approved by Hamilton County Public Health's Water Quality Division.*
9. *Remove all standing water from the basement in an approved manner. Ensure basement water is sent to be treated by an approved sewage treatment system (i.e. water shall be hauled from the site and treated).*
10. *Remove all drywall and framing in the basement. Ensure any support beams/structures in the basement are in good repair and still capable of adequately supporting the structure.*
11. *Clean and sanitize all fixtures, cabinetry, and equipment in the home. If the listed items cannot be cleaned to sight and touch, the items shall be removed from the home and disposed of in an approved manner.*
12. *While cats and dogs are not permitted in the home while it is condemned, any future pets shall have adequate pet waste accumulation areas. Litter boxes shall be cleaned regularly*

and animal waste shall be removed from the home and disposed of in an approved manner (such as through weekly garbage service). There shall be at least 1 litter box per cat in the home.

- 13. If home is to be demolished, it shall be done with all appropriate permits and as to not create a nuisance. If home is demolished, the septic system shall be properly abandoned with all permits obtained from Hamilton County Public Health.*

The above actions must be completed before the home is occupied. Failure to do so may result in referral of this case to the Environmental Division at the Office of the Hamilton County Prosecuting Attorney.

A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted at the request of the property owners to ensure corrective actions have been made to remedy the situation. In addition, continued surveillance of the property will be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7839.

Sincerely,



Scott Puthoff, RS
Supervisor
Environmental Health Division

CC: Tim Ingram, Health Commissioner
Nee Fong Chin, Chief Assistant Prosecuting Attorney, Hamilton County
Greg Kesterman, Assistant Health Commissioner
Jeremy Hessel, Environmental Health Director
Greg Cassiere, Water Quality Supervisor
Geoff Milz, Director of Building, Planning, & Zoning, Colerain Township
Mark Denney, Chief of Police, Colerain Township
G. Bruce Smith, Fire Chief, Colerain Township
Mike Retzlaff, Director of Operations, SPCA Cincinnati



To: Chief Bruce Smith
From: Fire Inspector James Bowman
Re: 3777 Poole Rd.
510-0092-0029-00
Date: June 9, 2014

On June 9, 2014 I visited the property located at 3777 Poole Rd in Colerain Township to evaluate this structure for unsafe conditions. 3777 Poole Rd is vacant and unsafe. The property and uninhabitable in its current condition and poses a fire risk. This structure has been damaged by water in the basement and suffers from neglect.



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

Trustees: Dennis P. Deters, Melinda A. Rinehart, Jeffrey F. Ritter
Fiscal Officer: Heather E. Harlow
Administrator: James M. Rowan

COLERAIN



COLERAIN

EST. 1794

Date: June 9, 2014

Location: 3777 Poole Rd

Structure: ☐ Accessory
☐ Garage
☐ Mobile Home
☒ Residence

☒ Insecure ☐ Neglected ☐ Open to Elements ☐ Squatters
☐ Structurally Deficient ☒ Vacant ☐ Water Damage

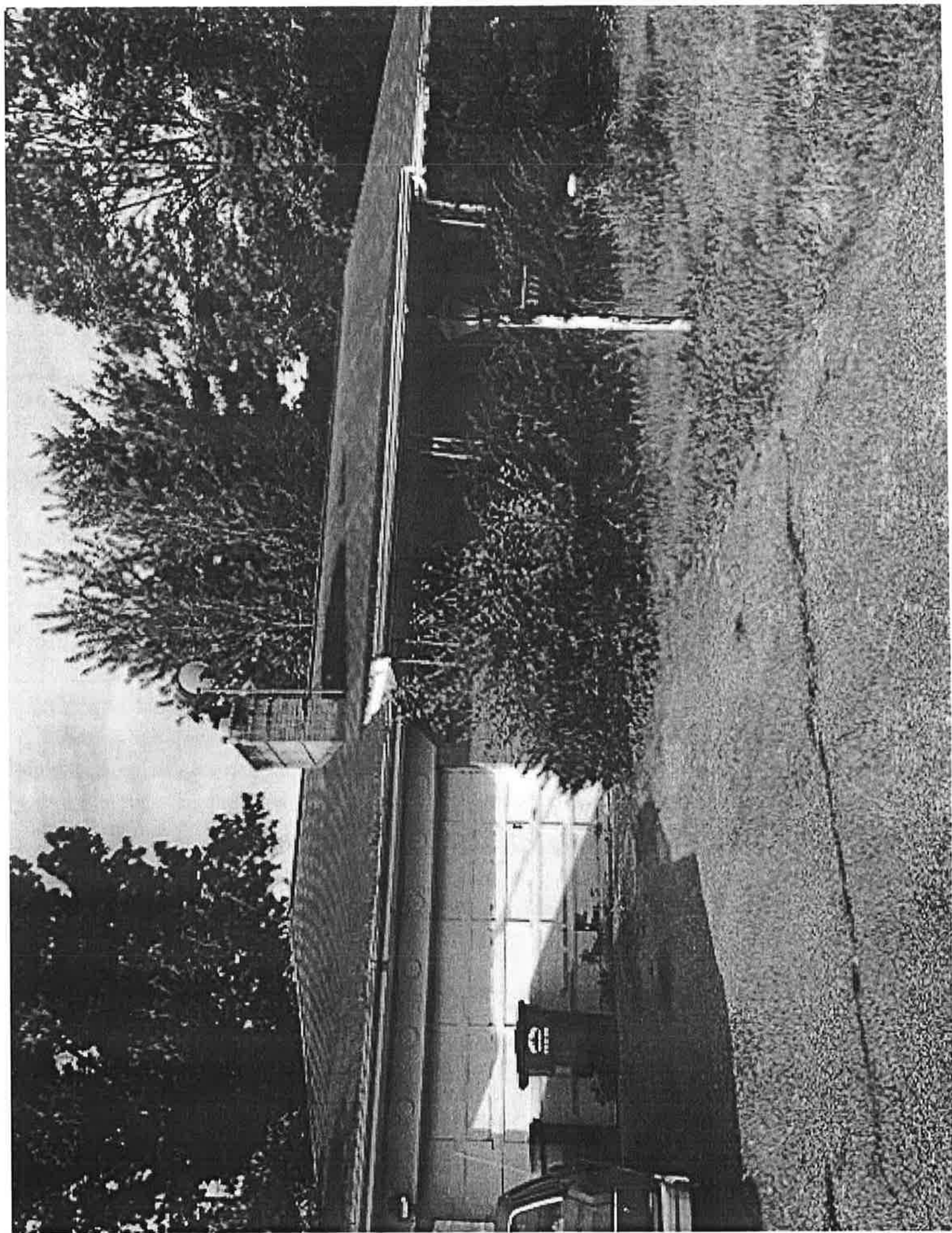
Notes: _____

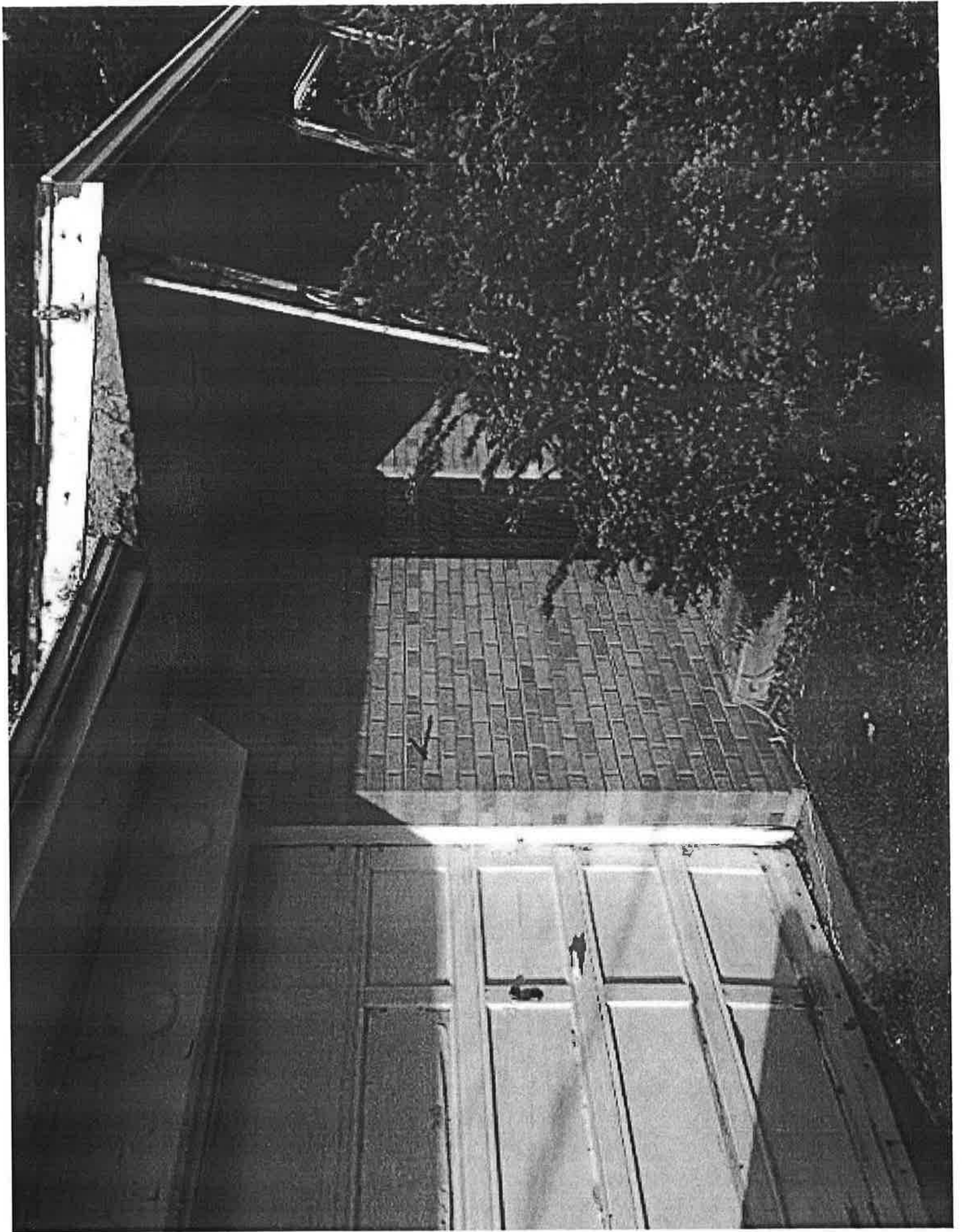
Health Department Recommendation:
condemn yes ☒ no ☐ comment: _____
other yes ☐ no ☐ comment: _____

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

Trustees: Dennis P. Deters, Melinda A. Rinehart, Jeffrey F. Ritter
Fiscal Officer: Heather E. Harlow
Administrator: James M. Rowan

COLERAIN





NEW BUSINESS

Department: Administration

Department Head: James Rowan & Frank Birkenhauer

Action:

I. Approval of 2015 Tax Budget & Forecast

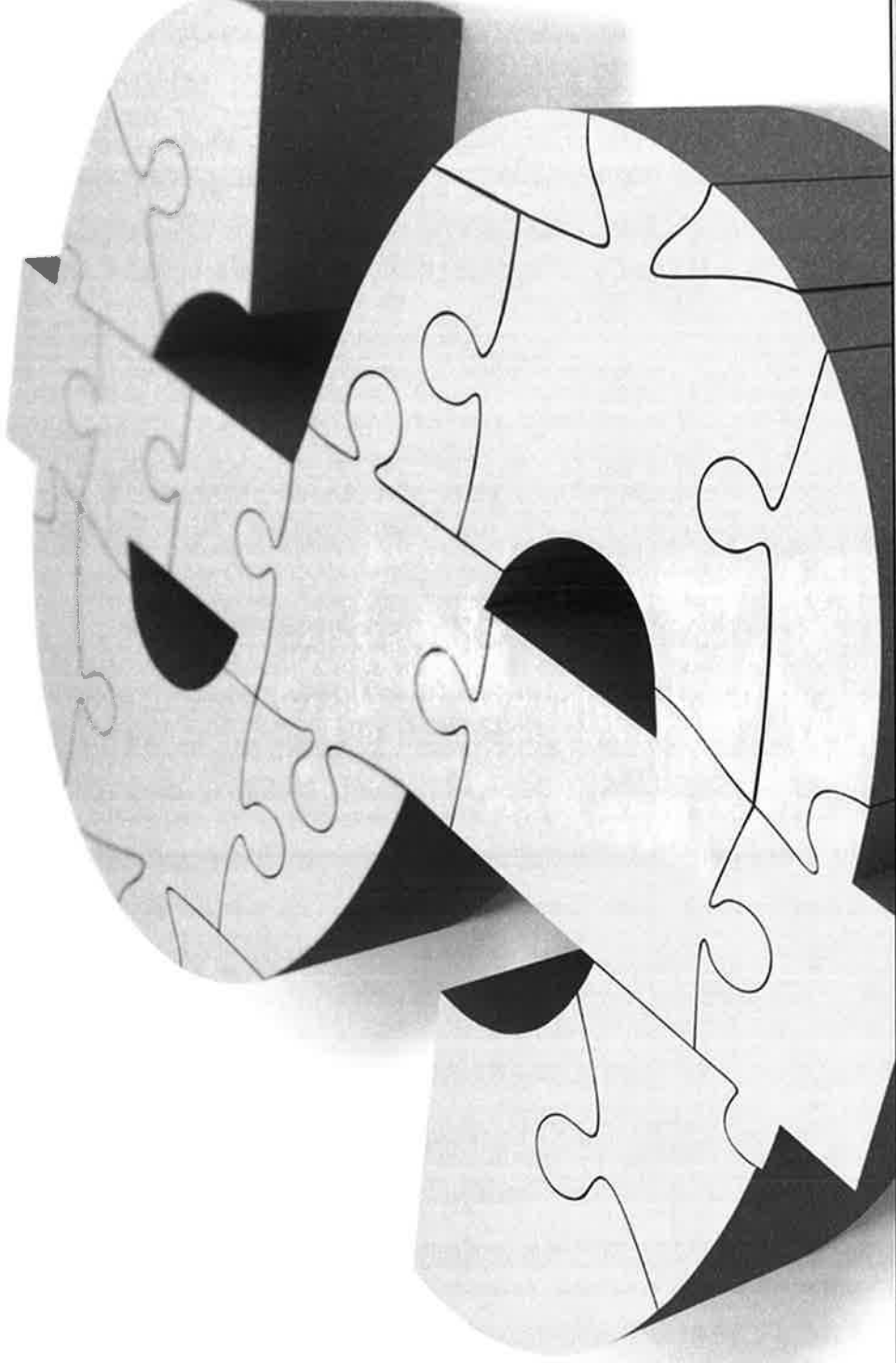
Recommend approval of the 2015 tax budget and forecast as presented.

II. Approval of 2014 Supplemental Appropriations

Recommend approval of the 2014 supplemental appropriations as presented.

III. Approval to Re-Enroll in 2015 Group Rating Program

Recommend approval to re-enroll in the 2015 workers' compensation group rating program through Frank Gates. Estimated group savings for the 2015 program is \$90,047 as compared to an individual premium.



2015 Tax Budget & Forecast

Colerain Township – June 10, 2014

By: James M. Rowan, Administrator



Budget Process



Capital Requests received by Department Heads



Financial Advisory Committee (FAC) reflects on budget & capital plan and provides recommendations



Public hearing on proposed budget. Budget approval required by July 15th and filed by July 20th.



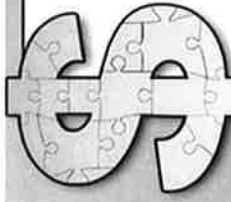
Filing Deadline for any JEDZ/Tax issues for the November 2014 election



Deadline for adopting Temporary Appropriations.



Deadline for adopting Permanent Appropriations.

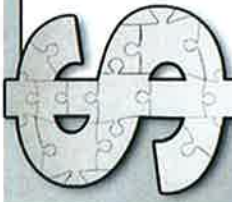


Budget Development

The Tax Budget is the initial step in the budgeting process and represents the latest information included in the five-year forecast.

Temporary appropriations are developed in December and provides spending authority for the ensuing calendar year. Appropriations are developed at the department head level and require detailed rationale and justification.

Permanent Appropriations are finalized in March and reflect any changes from the Temporary Appropriations approved in December.



Five-Year Forecasting

The Township Administrator manages the five-year forecast for all operational functions.

Five-Year capital plans have been obtained by each department and are integrated as part of the budget process where possible.





Benchmarking & Shared Services



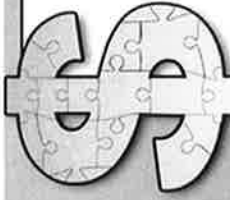
Benchmarking:

- Benchmarking will continue as we seek ways to streamline costs and operate in a more efficient manner.



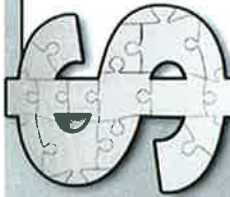
Shared Services:

- Shared service opportunities have allowed us to reduce costs and gain greater efficiency. Shared service/Mutual Aid agreements are in place with Northwest School District, Department, Springfield Township, and multiple public safety organizations



2015 Major Assumptions

- Strategic Utilization of Reserves through 2022
 - Continues General Fund Support for Community Center
 - Continues General Fund Support for Parks & Services
- No funding for Public Infrastructure
 - Road Levy expired in 2001
 - Loss of Estate Tax and Local Government Fund Revenue
- Potential JEDZ Revenue for Public Infrastructure
 - \$1.2 - \$2 million needed annually
- Public Safety
 - Seeking Sustainability through 2022
 - Potential growth in revenue due to Economic Recovery
 - Evaluation of Processes to reduce costs
 - Potential regionalization of services



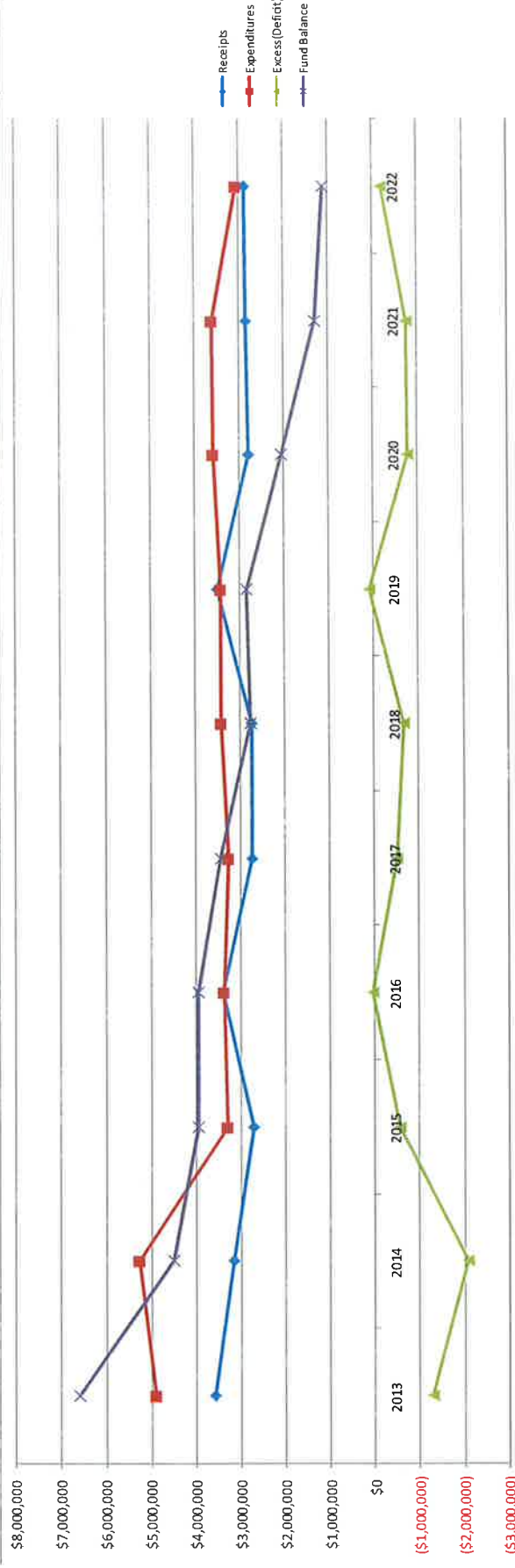
2015 Proposed Budget

2015 PROPOSED BUDGET						
FUND	NAME	2014 APPROPRIATIONS	2015 PROPOSED BUDGET	\$ CHANGE FROM 2014	% CHANGE FROM 2013	NOTES
1000	GENERAL	\$5,258,443.00	\$3,274,114.00	\$ (1,984,329.00)	-37.74%	Gateway Transfers (\$1 million), CIC Loan (\$360k), Debt Service (\$200k), Safe Route to Schools (\$135k), Moving Ohio Forward (\$200k)
2011	MVLT	\$35,000.00	\$36,050.00	\$ 1,050.00	3.00%	
2021	GASOLINE	\$300,000.00	\$340,000.00	\$ 40,000.00	13.33%	Shifting of Supply Cost
2031	ROAD & BRIDGE	\$957,580.00	\$963,442.00	\$ 5,862.00	0.61%	
2081	POLICE DISTRICT	\$6,425,553.00	\$7,357,954.00	\$ 932,401.00	14.51%	Repay Loan (\$730k); Hiring of 3 FT Officers; New Cruisers/Equipment (\$154k)
2111	FIRE DISTRICT	\$11,696,355.82	\$11,246,200.00	\$ (450,155.82)	-3.85%	Fire Truck 2014/Salary Allocation
2181	ZONING	\$380,156.00	\$366,323.00	\$ (13,833.00)	-3.64%	2014 Comp Plan Update/Part-time Planner
2231	PMVLT	\$739,498.00	\$442,623.00	\$ (296,875.00)	-40.15%	Equipment Purchases in 2014
2261	PD DRUG ENFORCEMENT	\$107,596.05	\$67,596.00	\$ (40,000.05)	-37.18%	Vehicle/Equipment Purchases in 2014
2271	PD DUI	\$1,896.00	\$2,000.00	\$ 104.00	5.49%	
2281	EMSS	\$1,596,264.00	\$1,729,800.00	\$ 133,536.00	8.37%	Reallocation of Salaries
2401	LIGHTING ASSESMENTS	\$141,569.00	\$145,816.00	\$ 4,247.00	3.00%	
2902	RECYCLING INCENTIVE	\$21,053.00	\$21,627.00	\$ 574.00	2.73%	
2907	TIF (STONE CREEK)	\$1,820,652.00	\$1,088,785.00	\$ (731,867.00)	-40.20%	Loan to Police in 2014
2908	CDBG (PASS THROUGH)	\$122,500.00	\$0.00	\$ (122,500.00)	-100.00%	Grant for Road Resurfacing
2910	TIF (BEST BUY)	\$490,673.53	\$90,392.00	\$ (400,281.53)	-81.58%	Streetscape 275/Colerain
2911	PARKS & SERVICES	\$1,850,995.00	\$854,652.00	\$ (996,343.00)	0.00%	Gateway Memorial Underground Utilities
2912	COMMUNITY CENTER	\$262,765.00	\$164,260.00	\$ (98,505.00)	-37.49%	Eliminate Director's Position
3101	BOND RETIREMENT(GOV BLDG)	\$107,387.50	\$107,888.00	\$ 500.50	0.47%	
3102	BOND RETIREMENT(PARKS)	\$305,761.26	\$304,006.00	\$ (1,755.26)	-0.57%	
3103	BOND RETIREMENT(PW BLDG)	\$213,442.50	\$215,296.00	\$ 1,853.50	0.87%	
3104	BOND RETIREMENT (CLIPPARD)	\$218,400.00	\$0.00	\$ (218,400.00)	-100.00%	Debt Retired
3104	BONDS - STREET SCAPE	\$178,100.00	\$180,300.00	\$ 2,200.00	1.24%	
3301	BOND RETIREMENT(FIRE DIST)	\$241,691.26	\$242,434.00	\$ 742.74	0.31%	
4406	COMMUNITY DEVELOPMENT	\$0.00	\$0.00	\$ -	0.00%	
4409	PWC (BREEZY)	\$0.00	\$0.00	\$ -	0.00%	
	TOTAL	\$33,473,331.92	\$29,241,558.00	\$ (4,231,773.92)	-12.64%	

Five-Year Forecast (General Fund)

1000-General

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Receipts	\$3,562,778	\$3,167,849	\$2,706,048	\$3,387,412	\$2,734,385	\$2,737,826	\$3,501,937	\$2,797,149	\$2,828,085	\$2,859,907
Expenditures	\$4,875,408	\$5,262,674	\$3,274,114	\$3,362,948	\$3,257,958	\$3,406,750	\$3,421,206	\$3,578,910	\$3,588,943	\$3,049,809
Excess(Deficit)	(\$1,312,630)	(\$2,094,824)	(\$568,065)	\$24,464	(\$523,572)	(\$668,924)	\$80,731	(\$781,761)	(\$760,857)	(\$189,902)
Fund Balance	\$6,594,066	\$4,499,242	\$3,931,177	\$3,955,641	\$3,432,068	\$2,763,144	\$2,843,875	\$2,062,114	\$1,301,257	\$1,111,355



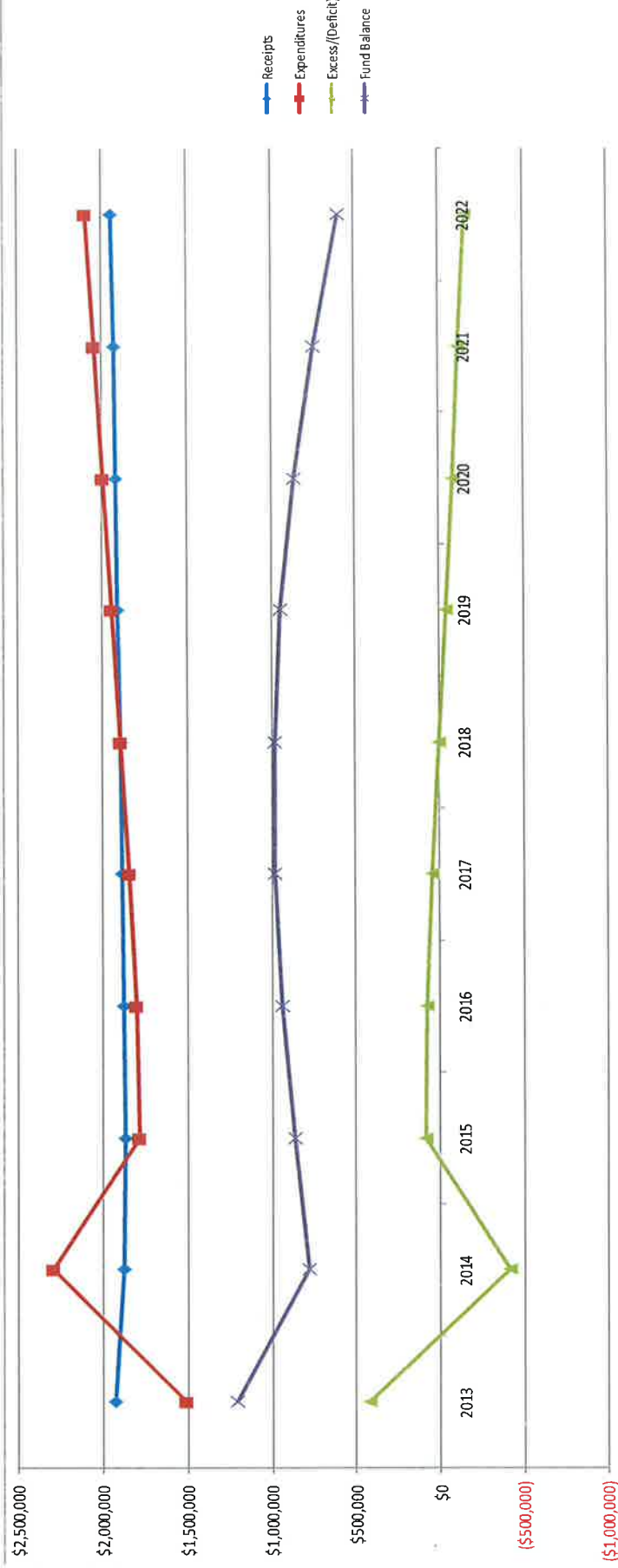
Executive Summary:

- Assumes no financial support to Public Works after 2013.
- Assumes strategic utilization of Reserves to sustain current operations through 2022.
- Potential JEDZ income not forecasted at this time.
- Assumes continued support for Parks, Senior Center and Zoning.
- Debt retired in 2021.
- Includes 2015 Capital Request to upgrade Chambers Technology

Five-Year Forecast (Consolidated Road Funds)

Consolidated Roads

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Receipts	\$1,923,166	\$1,871,298	\$1,864,085	\$1,874,342	\$1,884,723	\$1,895,267	\$1,905,979	\$1,916,863	\$1,927,925	\$1,939,169
Expenditures	\$1,503,086	\$2,292,175	\$1,782,115	\$1,797,606	\$1,844,441	\$1,893,647	\$1,944,001	\$1,996,088	\$2,045,004	\$2,094,989
Excess/(Deficit)	\$420,080	(\$420,877)	\$81,969	\$76,736	\$40,282	\$1,620	(\$38,022)	(\$79,225)	(\$117,079)	(\$155,820)
Fund Balance	\$1,203,421	\$782,543	\$864,513	\$941,249	\$981,531	\$983,151	\$945,129	\$865,904	\$748,825	\$593,005



Executive Summary:

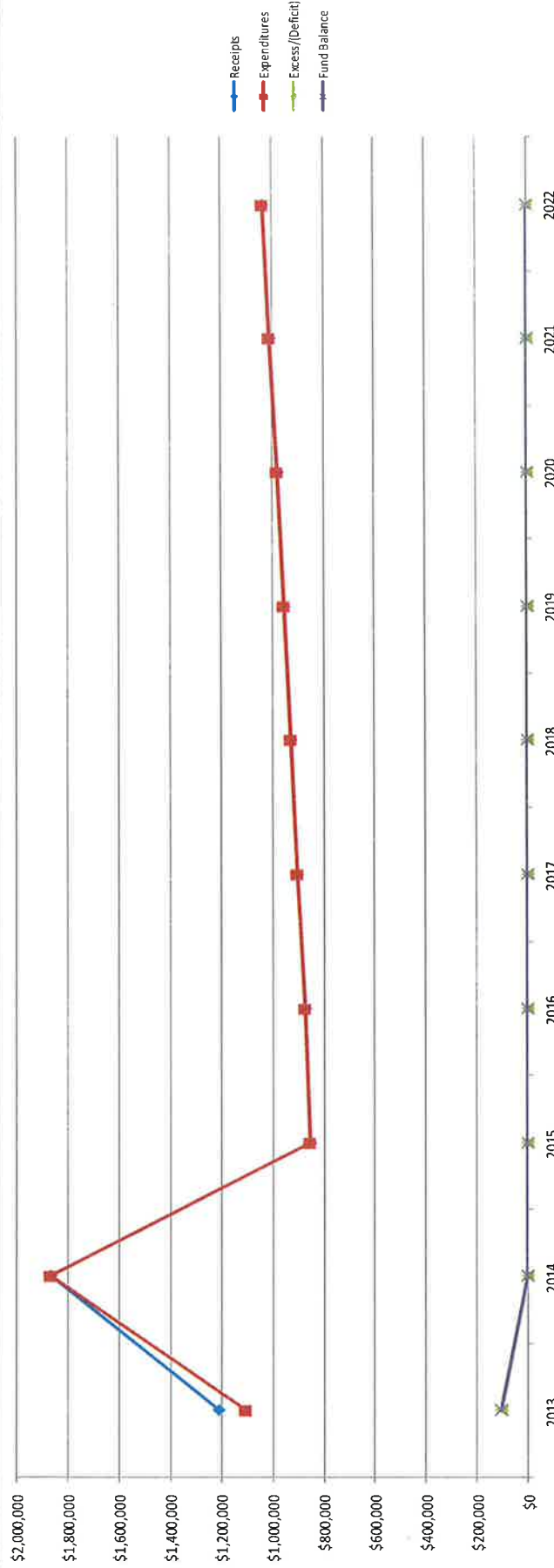
-No Funding for Road Resurfacing

-No Funding for Capital

Five-Year Forecast (Parks & Services Fund)

2911 - Parks & Services

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Receipts	\$1,211,233	\$1,866,618	\$854,652	\$872,392	\$900,853	\$926,090	\$952,019	\$978,672	\$1,006,078	\$1,033,673
Expenditures	\$1,106,192	\$1,866,618	\$854,652	\$872,392	\$900,853	\$926,090	\$952,019	\$978,672	\$1,006,078	\$1,033,673
Excess/(Deficit)	\$105,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$105,041	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



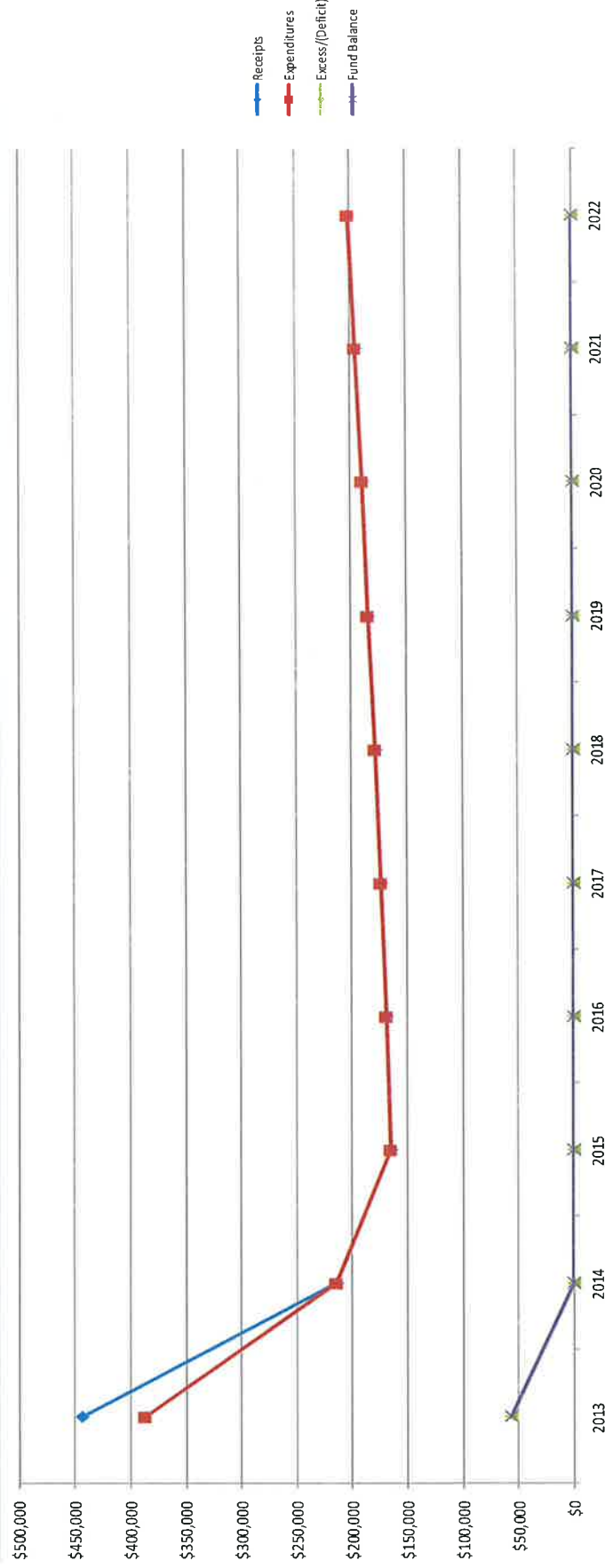
Executive Summary:

- Assumes continued support from General Fund in addition to program and rental income
- No Funding for Capital

Five-Year Forecast (Community Center Fund)

2012-Community Center

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Receipts	\$443,438	\$213,570	\$164,260	\$168,106	\$173,198	\$178,507	\$184,042	\$189,813	\$195,832	\$202,109
Expenditures	\$387,064	\$213,570	\$164,260	\$168,106	\$173,198	\$178,507	\$184,042	\$189,813	\$195,832	\$202,109
Excess/(Deficit)	\$56,374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$56,374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



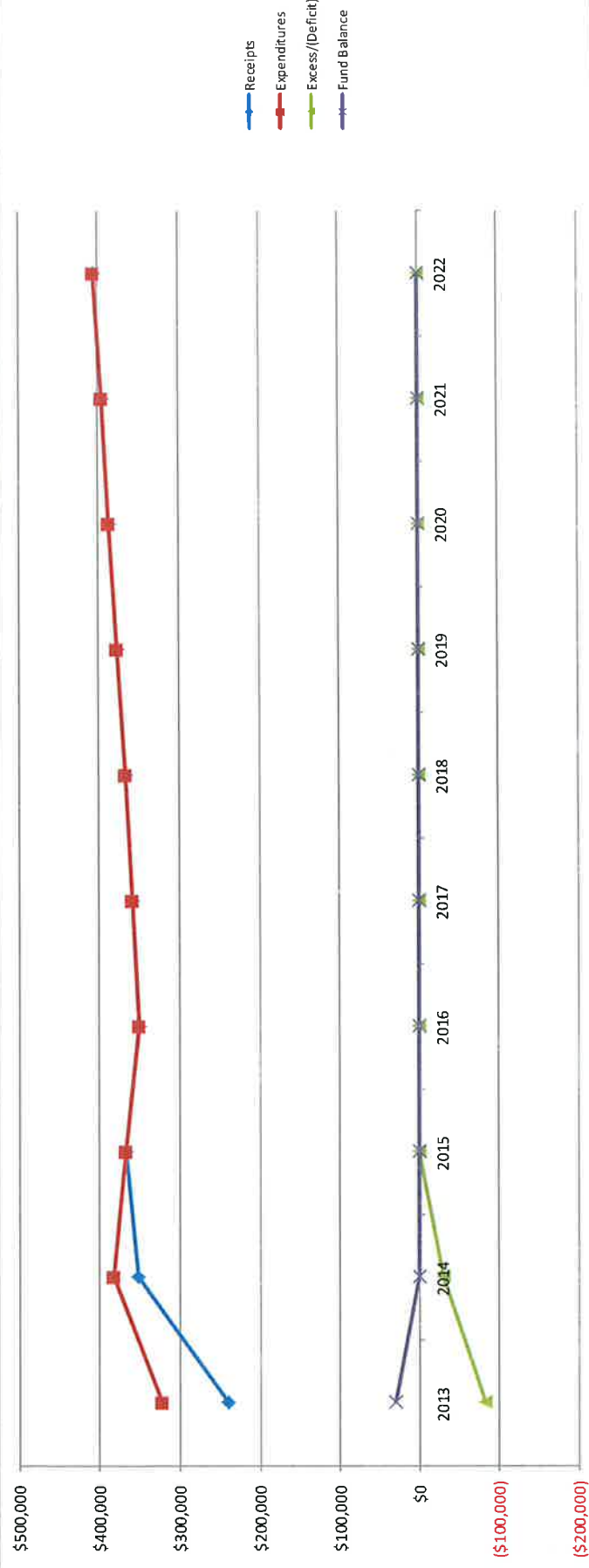
Executive Summary:

- Assumes continued support from General Fund in addition to Rental/Program revenues
- No Capital Funding
- Eliminating Director 12/31/14

Five-Year Forecast (Zoning)

2181 - Zoning

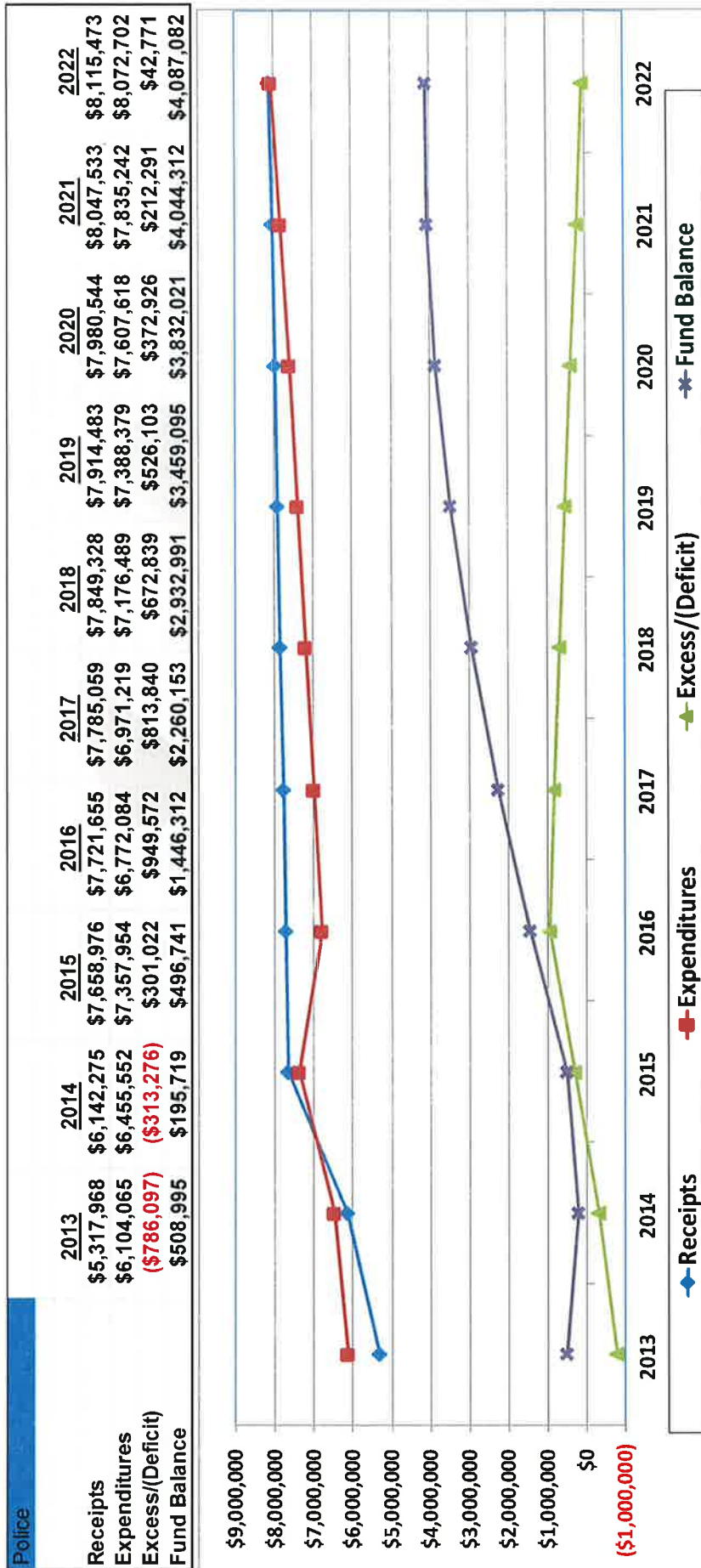
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Receipts	\$238,908	\$351,436	\$366,323	\$349,337	\$358,412	\$367,616	\$376,953	\$386,430	\$396,053	\$405,827
Expenditures	\$322,095	\$381,705	\$366,323	\$349,337	\$358,412	\$367,616	\$376,953	\$386,430	\$396,053	\$405,827
Excess/(Deficit)	(\$83,186)	(\$30,269)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Fund Balance	\$30,269	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



Executive Summary:

- Assumes continued support from General Fund in addition to fees
- No Capital Funding
- Hiring of Part-Time Planner

Five-Year Forecast (Police Fund)



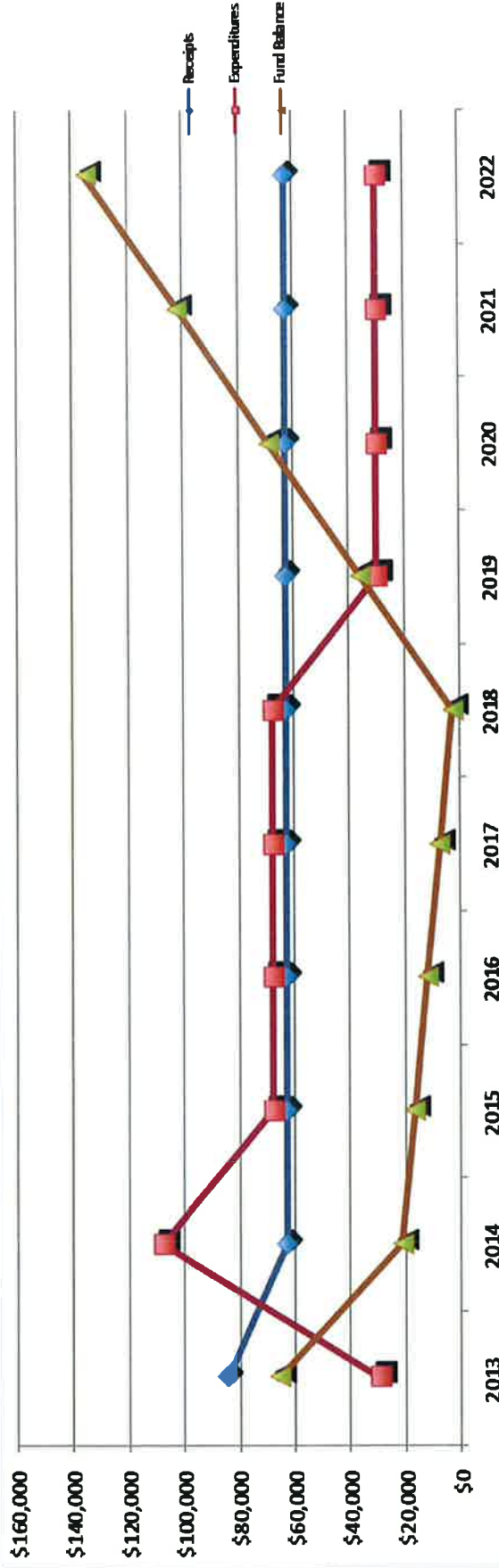
Executive Summary:

- 1) New 1.95 Police Levy passed in 2014 to be collected in 2015. Last Police Levy was 2007 (Projected to last through 2012)
- 2) Key Assumptions for next 5 years:
 - a) Hiring of 3 full-time officers in 2015 & 2016
 - b) Continued utilization of part-time police officers and Reserve police officers
 - c) No pay increases in 2014, 2015 and 2016. Cost of living increases projected beyond 2016
- 3) Model assumes growth in tax revenue associated with economic development
- 4) Capital to include 5 replacement police cars and 1 new police car.
- 5) Includes equipment for fingerprinting, evidence, water rescue gear, civil disturbance gear and door access pad

Five-Year Forecast (Law Enforcement Trust)

2281 - Law Enforcement Trust

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Receipts	\$84,636	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000	\$63,000
Expenditures	\$29,209	\$107,596	\$67,596	\$67,596	\$67,596	\$67,596	\$30,000	\$30,000	\$30,000	\$30,000
Fund Balance	\$65,740	\$21,144	\$16,548	\$11,952	\$7,356	\$2,760	\$35,760	\$68,760	\$101,760	\$134,760



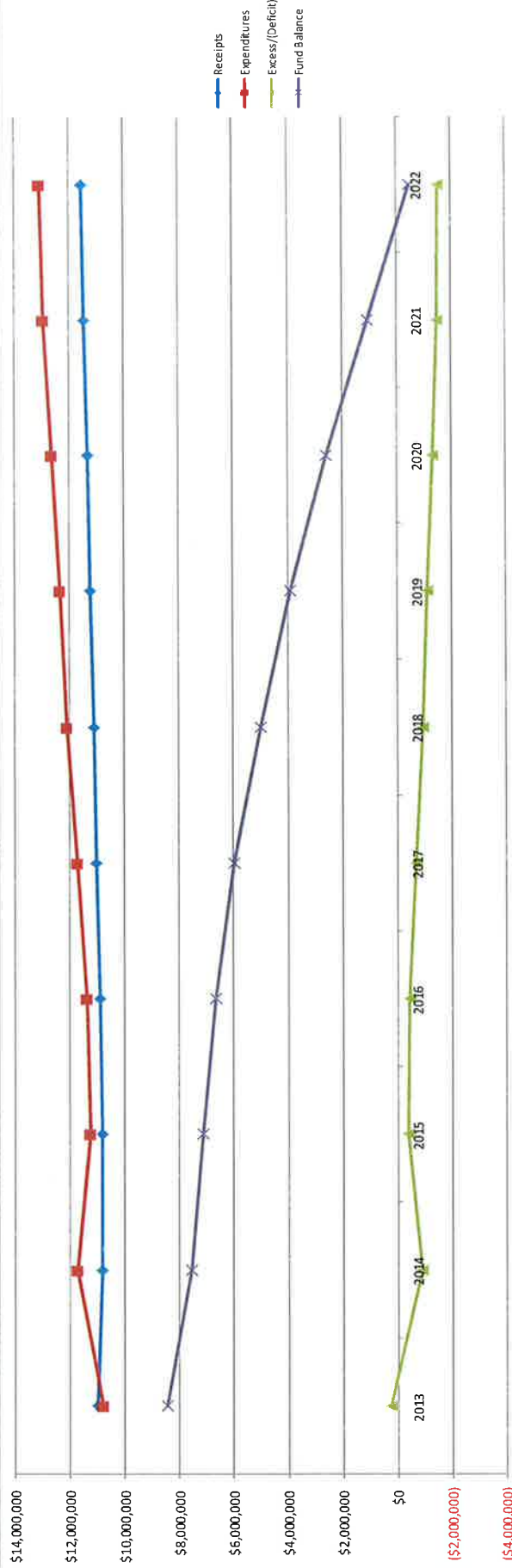
Executive Summary:

Dare Grant - \$9,869
 DEA Task Force started in 2012 - Expected to yield \$120,000 a year.
 Expenses: \$12,000 Coroner Lab/\$12,000 Misc Equipment
 Includes 5 Year Lease for Communication Equipment

Five-Year Forecast (Fire Fund)

2111 - Fire

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Receipts	\$10,997,454	\$10,833,628	\$10,826,336	\$10,923,136	\$11,024,099	\$11,126,307	\$11,229,848	\$11,334,752	\$11,441,048	\$11,548,766
Expenditures	\$10,770,577	\$11,727,276	\$11,246,220	\$11,381,287	\$11,702,976	\$12,092,838	\$12,334,007	\$12,661,127	\$12,963,779	\$13,093,292
Excess/(Deficit)	\$226,878	(\$893,648)	(\$419,884)	(\$458,151)	(\$678,877)	(\$966,530)	(\$1,104,159)	(\$1,326,375)	(\$1,522,731)	(\$1,544,525)
Fund Balance	\$8,423,726	\$7,530,078	\$7,110,194	\$6,652,043	\$5,973,166	\$5,006,636	\$3,902,477	\$2,576,103	\$1,053,371	(\$491,154)



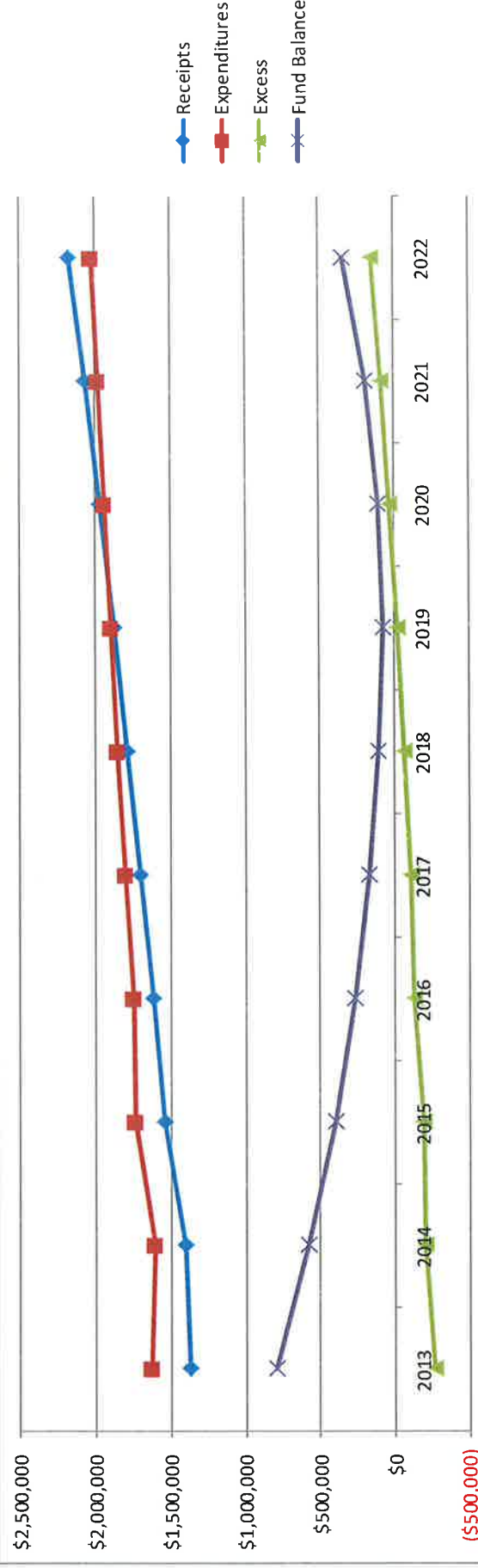
Executive Summary:

- Implementation of Memorandum of Understanding to manage future personnel cost
- No pay raises for 2014 and 2016. Cost of living raises forecasted in future
- Levy passed in 2010. Steps being taken to stretch fire funding through 2022
- Future reductions to include part-time officers except for Part-time Chief to assist in overseeing operation of part-time personnel
- Assumes growth in tax revenue associated with economic development
- Other cost reductions/savings being evaluated to include overtime, staffing models, sharing of resources, training, etc.
- Includes 2015 Capital Request for FireHouse Cloud and PC Refresh. Phone/Technology Upgrades can be done within current budget.
- Includes 5 Year Lease for Communication Equipment Upgrades

Five-Year Forecast (EMS Fund)

2281 - Ambulance and Emergency Med...

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Receipts	\$1,364,584	\$1,400,000	\$1,540,000	\$1,617,000	\$1,697,850	\$1,782,743	\$1,871,880	\$1,965,474	\$2,063,747	\$2,166,935
Expenditures	\$1,630,833	\$1,604,933	\$1,729,800	\$1,741,323	\$1,800,572	\$1,847,088	\$1,894,841	\$1,936,499	\$1,977,886	\$2,018,899
Excess	(\$266,249)	(\$204,933)	(\$189,800)	(\$124,323)	(\$102,722)	(\$64,345)	(\$22,961)	\$28,975	\$85,861	\$148,036
Fund Balance	\$787,440	\$582,507	\$392,707	\$268,384	\$165,662	\$101,317	\$78,355	\$107,330	\$193,192	\$341,227



Executive Summary:

- Includes Ambulance Remount
- Assumes growth in EMS Billing

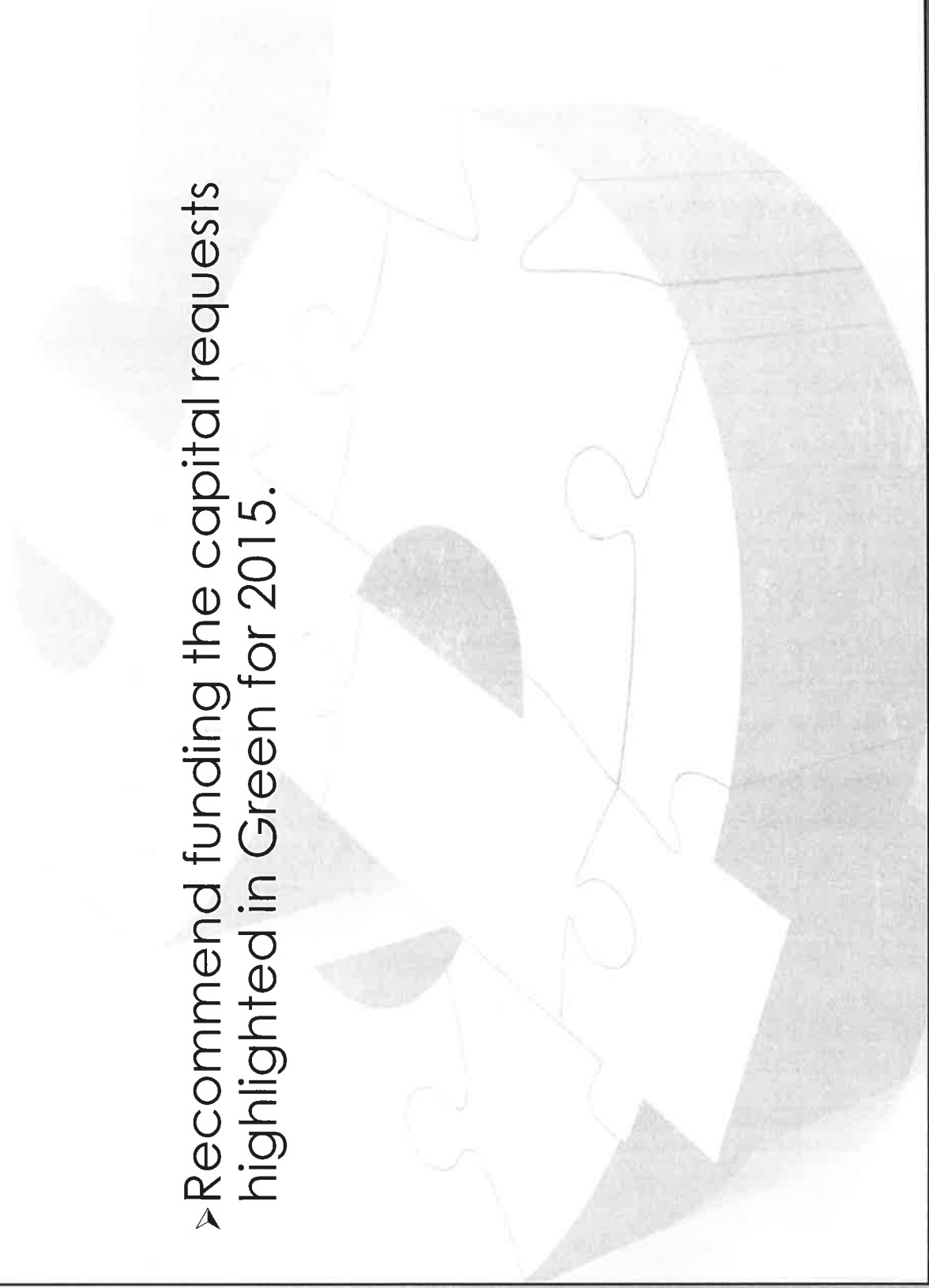
Outstanding Debt – All Funds

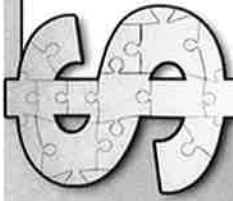
Colerain Township - Outstanding Debt											
Fund	Issue Date:	Rate:	Maturity Date:	Payments:	1/1/2015		Principal		Interest	12/31/2015	
					Balance	Issued	Retired	Balance			
Building	3103	2001	12/1/2017	June/Dec	\$490,000.00	\$0.00	\$155,000.00	\$27,195.00	\$335,000.00		
	3103	2011	12/1/2021	June/Dec	\$795,000.00	\$0.00	\$5,000.00	\$28,200.00	\$790,000.00		
Fire	3301	2001	12/1/2017	June/Dec	\$555,000.00	\$0.00	\$175,000.00	\$30,802.50	\$380,000.00		
	3301	2011	12/1/2021	June/Dec	\$895,000.00	\$0.00	\$5,000.00	\$31,631.26	\$890,000.00		
Park	3102	2001	12/1/2017	June/Dec	\$700,000.00	\$0.00	\$220,000.00	\$38,850.00	\$480,000.00		
	3102	2011	12/1/2021	June/Dec	\$1,135,000.00	\$0.00	\$5,000.00	\$40,156.26	\$1,130,000.00		
Admin	3101	2011	12/1/2016	June/Dec	\$205,000.00	\$0.00	\$100,000.00	\$5,387.50	\$105,000.00		
TIF (Stone Creek)	2907	2011	12/1/2016	June/Dec	\$1,101,590.00	\$0.00	\$542,121.00	\$33,752.44	\$559,469.00		
TIF (Best Buy)	2910	2011	12/1/2018	June/Dec	\$353,410.00	\$0.00	\$82,879.00	\$5,160.06	\$270,531.00		
Streetscape	3105	2011	12/1/2021	June/Dec	\$1,095,000.00	\$0.00	\$145,000.00	\$35,300.00	\$950,000.00		
Total					\$7,325,000.00	\$0.00	\$1,435,000.00	\$276,435.02	\$5,890,000.00		



2015 Capital Recommendation

- Recommend funding the capital requests highlighted in Green for 2015.





2015 Capital Requests

- Public Services: \$369,975
 - Roads = \$250,000 Equipment/\$2,011,147 Road Resurfacing
 - IHC Dump Truck
 - Plows and Spreaders
 - Utility/Boom 450 Truck
 - Parks = \$88,000 Equipment
 - F150 4X4
 - Bobcat and Attachments
 - Zero Turn Mower
 - Community Center = \$31,975 Furniture/Equipment
 - 30 Chivari Chairs
 - Carts for Tables
 - Renovate Bathrooms (CDBG Grant)



2015 Capital Reqs

- **Police Department: = \$191,866.05**
 - Furniture/Equipment = \$28,000
 - Fingerprint fuming chamber
 - Refrigerator (Evidence)
 - Water rescue gear
 - Civil Disturbance Gear
 - Replace rear entry door access pad
 - Motor Vehicles -= \$126,270
 - Purchase 6 new vehicles/trade-in 5
 - One additional vehicle needed for additional staff
 - Upgrade Communications Equipment= \$37,596.05
 - 5 Year Lease to upgrade communications equipment



2015 Capital Requests

- Fire Department: = \$184,275.82
 - EMS Remounts = \$80,000
 - Upgrade Communications Equipment= \$104,275.82
 - 5 Year Lease to upgrade communications equipment
- Technology Department: = \$123,606
 - Township – Update core switches, servers, phone system, telecom services and connectivity services - \$109,403
 - Admin – New Fiscal Office Printer - \$800
 - Fire – Software - \$6,403
 - Public Works – Software - \$3,000
 - Parks – Copier - \$4,000

2014 SUPPLEMENTAL APPROPRIATIONS

FUND	NAME	2014 Permanent Appropriations	Supplemental Changes 13-May-14	Supplemental Changes 16-Jun-14	Supplemental Changes 8-Jul-14	2014 Supplemental Appropriations	\$ CHANGE Appropriations	% CHANGE Appropriations	NOTES
1000	GENERAL	\$ 4,698,443.00	\$ 560,000.00			\$ 5,258,443.00	\$ 560,000.00	11.92%	Loan to CIC \$369,000/Demo Funding \$200,000
2011	MVLT	\$ 35,000.00	-			\$ 35,000.00	-	0.00%	
2021	GASOLINE	\$ 300,000.00	-			\$ 300,000.00	-	0.00%	
2031	ROAD & BRIDGE	\$ 957,580.00	-		\$ 32,050.00	\$ 957,580.00	\$ 32,050.00	10.65%	Salt Purchases
2081	POLICE DISTRICT	\$ 6,425,553.00	-			\$ 6,425,553.00	-	0.00%	
2111	FIRE DISTRICT	\$ 11,592,080.00	-			\$ 11,592,080.00	-	0.00%	
2181	ZONING	\$ 380,156.00	-	\$ 104,275.82		\$ 380,156.00	\$ 104,275.82	0.00%	Communications Equipment Upgrade
2231	PWMT	\$ 739,498.00	-			\$ 739,498.00	-	0.00%	
2261	PD DRUG ENFORCEMENT	\$ 70,000.00	-	\$ 37,596.05		\$ 70,000.00	\$ 37,596.05	0.00%	Paving Change Order
2271	PD DUI	\$ 1,896.00	-			\$ 1,896.00	-	0.00%	Communications Equipment Upgrade
2281	EMSS	\$ 1,596,264.00	-			\$ 1,596,264.00	-	0.00%	
2401	LIGHTING ASSESSMENTS	\$ 141,569.00	-			\$ 141,569.00	-	0.00%	
2902	RECYCLING INCENTIVE	\$ 21,053.00	-			\$ 21,053.00	-	0.00%	
2907	TIF (STONE CREEK)	\$ 1,820,652.00	-			\$ 1,820,652.00	-	0.00%	
2908	CDBG (PASS THROUGH)	\$ 122,500.00	-			\$ 122,500.00	-	0.00%	
2910	TIF (BEST BUY)	\$ 490,673.53	-			\$ 490,673.53	-	0.00%	
2911	PARKS & SERVICES	\$ 1,850,995.00	-			\$ 1,850,995.00	-	0.00%	
2912	COMMUNITY CENTER	\$ 262,765.00	-			\$ 262,765.00	-	0.00%	
3101	BOND RETIREMENT(GOV BLDG)	\$ 107,387.50	-			\$ 107,387.50	-	0.00%	
3102	BOND RETIREMENT(PARKS)	\$ 305,761.26	-			\$ 305,761.26	-	0.00%	
3103	BOND RETIREMENT(PW BLDG)	\$ 213,442.50	-			\$ 213,442.50	-	0.00%	
3104	BOND RETIREMENT (CLIPPARD)	\$ 218,400.00	-			\$ 218,400.00	-	0.00%	
3104	BONDS - STREET SCAPE	\$ 178,100.00	-			\$ 178,100.00	-	0.00%	
3301	BOND RETIREMENT(FIRE DIST)	\$ 241,691.26	-			\$ 241,691.26	-	0.00%	
4403	OPWC (BELHAVEN/FLAMINGO)	-	-			-	-	0.00%	
4406	COMMUNITY DEVELOPMENT	-	-			-	-	0.00%	
4408	CDBG (SKYLINE)	-	-			-	-	0.00%	
4409	PWC (BREEZY)	-	-			-	-	0.00%	
	TOTAL	\$ 32,771,480.05	\$ 560,000.00	\$ 141,871.87		\$ 33,564,797.92	\$ 793,337.87	2.42%	

June 5, 2014

JAMES ROWAN
COLERAIN TOWNSHIP / HAMILTON COUNTY
4200 SPRINGDALE ROAD
CINCINNATI OH 45251

POLICY #: **33120204**
GROUP #: **40003**



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2. \$18,360 Frank Gates Service Fee

Questions?

Contact Michael Squillace
Office: 800-777-4283, or 614-793-8000, ext. 28018

Email: msquillace@frankgates.com

*This projection is based on current BWC data and includes the 2015 credibility table and Break-Even factor in your premium and savings figures. This offer could be changed or revoked if BWC rules or 6/30/2014 experience data adversely affect your eligibility.