



COLERAIN
EST. 1794

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

**Regular Meeting of the Board of Trustees
October 7th, 2014**

1. **Opening of Meeting**
2. **Executive Session 4:30 PM**
3. **Pledge of Allegiance 6:00 PM**
4. **Approval of Minutes**
5. **Presentations** - Update on Colerain Chamber of Commerce - Marie Sprenger
6. **Public Safety Reports**
7. **Public Services Reports**
8. **Trustees' Report**
9. **Citizen Address**
10. **Public Hearing**
 - Demolition of 3777 Poole Road.....Action
 - Community Development Block Grant.....Input
11. **New Business**
 - Public Safety**
 - Police**
 - Contract with Northwest Schools.....Action
 - Fire**
 - Recommending Part-Time Pay Rate Change.....Action
 - Recommending the Rehab/Remount of Life Squad.....Action
 - Donations Acceptance.....Action
 - Public Services**
 - Public Works**
 - Resolution directing the Public Services Director to apply for Financial Assistance in 2015 from the Ohio Public Works Commission.....Action
 - Resolution to allow a fee to be charged for Snow Removal on accepted but non-dedicated StreetsAction
 - Community Center**
 - Contract BartenderAction
 - Zoning**
 - Resolution in Support of Taking Root CampaignAction
 - Nuisance Abatement.....Action
 - Administration**
 - Approval of Contract with Integrys for Gas Aggregation Winter 2014-15.....Action
 - Resolution Authorizing Administrator to Investigate the Creation of a Waste Disposal District.....Action
 - Issue 30 – Proposed JEDZInformation

12. **Fiscal Officer's Report**
 13. **Executive Session** - if needed
 14. **Adjournment**
- Resolution # 55-14

COLERAIN

Administration

Department: Administration

Department Head: Frank Birkenhauer

Agenda Item: Community Development Public Hearing

On the evening of October 7 we will have a public hearing at such time Kevin or I will present the following items for consideration to utilize Community Development block Grant Funds in the upcoming 2015-17 funding cycle:

Various Road projects within low / mod area	\$175,000
Community Center Rehabilitation of Accessible restrooms	\$45,000.00
Community Center new LED message Board	\$25,000.00
Community center Rehabilitation / replacement of kitchen	\$55,000.00

We may then open up to the public for comments on the current items or other proposed ideas from the residents for use of the CDBG Funds.

Hamilton County Community Development Program

PROJECT REQUEST 2015-2017 PROGRAM

THE PRIORITY OF THIS PROJECT FOR FUNDING IS NUMBER _____ OF _____.

1. **COMMUNITY:** Colerain Township Official Phone: 513-385-7502

Contact Person: Kevin Schwartzhoff Phone: 513-385-7502

DUNS #: 095209193

2. PROJECT IDENTIFICATION:

a. Project Name: Colerain Community/Senior Center

b. Project Location: 4300 Springdale Road

c. Project Description: Reconstruction and rehabilitation of accessible restroom, kitchen and signage.

d. Define the specific service area boundaries of the proposed project:

The service area meets the qualifications of
Community Development Funding.

e. Attach the following information to this application form:

(1) If acquisition, construction, or demolition is involved, identify the address of the project; and the owners of the property.

(2) If the project involves construction of physical improvements, enclose a preliminary site plan identifying the approximate location and extent of proposed improvements.

f. Anticipated accomplishments: BE SPECIFIC AND USE MEASURABLE QUANTITIES!
Improvements to the heavily used community/senior center in accessibility and function.

3. PROJECT BUDGET AND ACTIVITIES:

a. Refer to the attachment, 24 CFR Part 570.201, Basic Eligible Activities and 570.207, Ineligible activities. For each type of activity to be undertaken, identify in the chart below its corresponding paragraph designation under Part 570.201, a brief description and funding amounts and sources. A single project may involve several types of activities.

PROJECT ACTIVITIES

Part 570

Sec-Paragraph	Brief Description	CD Funds	Other Funds	Total
	Colerain Community/Senior Center Renovations	\$125,000.00	Local	

- b. Attach a more detailed cost statement if necessary for project evaluation.
- c. Are State Capital Improvement Program Funds being Sought for the Project? Yes _____ No X
If yes, Status of Application _____
- d. Does project require Engineering or Architectural Services? Yes _____ No X
IF YES, THE LOCAL COMMUNITY WILL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR THE SERVICES.
- e. Is project a continuation of a previously funded CD project? Yes _____ No X
- f. Can this project be funded in the 2nd or 3rd year of the 3-Year Plan? Yes X No _____
If yes, which year is best for the project to be funded? (Can get underway approximately May of the program year): OPEN

4. PROJECT QUALIFICATION:

- a. Does the proposed project qualify in meeting the primary national objective of the CD Act of Benefiting Low or Moderate Income Persons? To qualify, at least 49.1% of the benefiting persons must have incomes of 80% of median income, or less. This qualifying lower-income level is currently \$56,300/yr for a family-of-four. Senior citizens, disabled persons, and some persons with special needs automatically qualify under this section.
Does Project Meet this Primary Objective? Yes X No _____
Data Source for low to moderate determination:
Census X Local income survey _____ Other _____
(if you checked "Other" identify source) _____
- b. Project does not meet primary objective. Qualification is based on (√ One):
____ Eliminating/Preventing Slums & Blight (includes Historic Preservation)
____ Addressing a Local Urgent Need (rarely used – please call the Community Development Office for technical assistance)

Briefly Explain: _____

5. COMMUNITY NEED AND PRIORITY:

Briefly explain why this project is a priority need for your community:

The Community/Senior Center is the foacal point for Senior Citizens in Colerain Township. The building houses Nutrition Program, transportation, leisure programs and socialization. The center is also used by Colerain residents for public meetings, social events and many other
actvites. _____

Hamilton County Community Development Program

PROJECT REQUEST 2015-2017 PROGRAM

THE PRIORITY OF THIS PROJECT FOR FUNDING IS NUMBER _____ OF _____.

1. **COMMUNITY:** Colerain Township Official Phone: 513-385-7502

Contact Person: Kevin Schwartzhoff Phone: 513-385-7502

DUNS #: 095209193

2. PROJECT IDENTIFICATION:

a. Project Name: Colerain Township various street repair

b. Project Location: Various locations within Colerain Township

c. Project Description: Reconstruction and rehabilitation of various streets in Colerain Township
(see attachment "A") _____

d. Define the specific service area boundaries of the proposed project:

The service area is the streets in the right-of-way of Colerain Township that meet the qualifications of
Community Development Funding.

See attachment "A" for the list of streets with limits.

e. Attach the following information to this application form:

(1) If acquisition, construction, or demolition is involved, identify the address of the project; and the owners of the property.

(2) If the project involves construction of physical improvements, enclose a preliminary site plan identifying the approximate location and extent of proposed improvements.

f. Anticipated accomplishments: BE SPECIFIC AND USE MEASURABLE QUANTITIES!

Improve streets in Colerain Township by bringing them to Hamilton county standards. Upgrading the
level of serviceability and safety, while providing wheel chair ramps and smother pavements with
improved drainage.

3. PROJECT BUDGET AND ACTIVITIES:

a. Refer to the attachment, 24 CFR Part 570.201, Basic Eligible Activities and 570.207, Ineligible activities. For each type of activity to be undertaken, identify in the chart below its corresponding paragraph designation under Part 570.201, a brief description and funding amounts and sources. A single project may involve several types of activities.

PROJECT ACTIVITIES

Part 570

Sec-Paragraph	Brief Description	CD Funds	Other Funds	Total
	Colerain Township Various Street Repairs	\$175,000.00	Local	

- b. Attach a more detailed cost statement if necessary for project evaluation.
- c. Are State Capital Improvement Program Funds being Sought for the Project? Yes _____ No X
If yes, Status of Application _____.
- d. Does project require Engineering or Architectural Services? Yes _____ No X
IF YES, THE LOCAL COMMUNITY WILL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR THE SERVICES.
- e. Is project a continuation of a previously funded CD project? Yes _____ No X
- f. Can this project be funded in the 2nd or 3rd year of the 3-Year Plan? Yes X No _____
If yes, which year is best for the project to be funded? (Can get underway approximately May of the program year): OPEN

4. PROJECT QUALIFICATION:

- a. Does the proposed project qualify in meeting the primary national objective of the CD Act of Benefiting Low or Moderate Income Persons? To qualify, at least 49.1% of the benefiting persons must have incomes of 80% of median income, or less. This qualifying lower-income level is currently \$56,300/yr for a family-of-four. Senior citizens, disabled persons, and some persons with special needs automatically qualify under this section.
Does Project Meet this Primary Objective? Yes X No _____
Data Source for low to moderate determination:
Census X Local income survey _____ Other _____
(if you checked "Other" identify source) _____
- b. Project does not meet primary objective. Qualification is based on (√ One):
____ Eliminating/Preventing Slums & Blight (includes Historic Preservation)
____ Addressing a Local Urgent Need (rarely used – please call the Community Development Office for technical assistance)

Briefly Explain: _____

5. COMMUNITY NEED AND PRIORITY:

Briefly explain why this project is a priority need for your community:

The streets listed on attachment "A" are all priority needs for our community. The reconstruction and rehabilitation of these streets will enhance the quality, structure and soundness of the roadway making for safer travel, increasing emergency vehicle response time and provide curb ramps for the physically challenged. Road improvements give the residents a sense of pride in their neighborhood and as a result, improve the value of their properties. These improvements will make an impact on surrounding neighborhoods encouraging economic growth and development in the area.

COLERAIN TOWNSHIP PUBLIC WORKS DEPARTMENT

COMMUNITY DEVELOPMENT LIST

2015

ATTACHMENT A

STREET	FROM	TO	LENGTH
REDWING CT	LAPLAND DR	CULDESAC	162
CELLA DR	DOLOMAR DR	ROCKER DR	365
HOLLYBROOK CT	W. GALBRAITH	T-TURNAROUND	734
Blueacres Dr	Blue Rock	End	1,999

NEW BUSINESS

Department: Colerain Police Department

Department Head: Mark C. Denney, Chief of Police

1. Action (Include rationale)

a. Contract Approval

Action: Approval of Contract for Services

Requesting approval of (2) two-year contracts for service between the Colerain Police Department and the Northwest Local School District (see memorandum).

COLERAIN TOWNSHIP MEMORANDUM

DATE: September 30, 2014
TO: Ms. Melinda Rinehart, Mr. Jeff Ritter and Mr. Dennis Deters
FROM: Mark C. Denney, Chief of Police
SUBJECT: Northwest Local School District Contracts

In mid-August, the Northwest Local School District approached the Police Department requesting additional contracted service at Colerain High School. The request was to fill the position formally held by a Sheriff's Office Deputy, who was tasked with traffic control and school security at Colerain High School.

I proposed a renewal of our existing contracts (School Resource Officer and School Investigator) set to expire in 2015, through the 2016 school year. In addition, I proposed the following terms:

- Renewal of the existing School Investigator contract through the 2016 school year. The terms of this contract call for \$100,790.84 in compensation for the 2014-2015 school year and \$105,308.33 in compensation for the 2015-2016 school year.
- Renewal and an addition to the current School Resource Officer contract. This contract covers both the 2014-2015 and 2015-2016 school year. The terms of this contract call for \$79,682.23 in compensation for the 2014-2015 school year. In addition, the District will pay a one-time payment of \$32,172.80 upon approval of the contract. The contract further calls for \$114,196.80 in compensation for the 2015-2016 school year.

The approval of these contracts does not require the appointment of any additional staff. The additional responsibilities at Colerain High School would be covered by a Reserve Police Officer who will be compensated at a rate of \$15.00 per hour. This officer would not be eligible for any fringe benefits.

Respectfully submitted,

Mark C. Denney
Chief of Police

cc: Mr. Daniel P. Meloy, Public Safety Director

Agenda Packet

Department: Fire
Department Head: Chief Smith
Meeting Date: 8/12/14

1. Action (Include rationale)

A. Personnel

- i. I am recommending the part time pay rate changes on the attachment (Joel Baumer and Tyler Larsh). The individuals have recently received their certification as paramedics. In addition, Anthony Egner is recommended for change to Firefighter IIB.**

B. Other

- i. We will be recommending the rehab/remount of our oldest life squad. The unit was originally scheduled for rehab/remount in January, however it recently experienced a major engine failure that has taken it out of service. The cost to repair is prohibitive considering the entire chassis is scheduled for replacement in a few months. We are recommending this project take top priority. The approximate chassis cost from Ford is \$26,000.00 and the remount @\$48,000.00 from Penn/Braun. An attachment will be provided with the specifics and justification. We will ask for approval to order the chassis and contract with Penn/Braun for the rehab/remount.**

C. Donation Acceptance

- i. Premier Fitness donated a "used" Life Fitness 9500HR Recumbent Bicycle to the Colerain Township Department of Fire and EMS. The bicycle is valued at \$1,200 and has been installed at Station 103. A letter of thanks has been prepared and sent to the owners of Premier Fitness, Paul and Danita Janszen.**

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
10-14-14
Effective
9-15-14

Name : JOEL BAUMER
Rank : FIREFIGHTER/EMT Current Status : PT/FF/EMT-B
Date : 9-15-14

- (X) 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. (X) 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 : CLERICAL THROUGH THE ORIENTATION PROGRAM AS
A DEPARTMENT PARAMEDIC.

Employee Signature : _____
Training Captain : _____
Division Chief : Wm. Masella EMS CAPTAIN
Assistant Chief : _____
Deputy Chief : _____

Effective Date : _____ (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
10-14-14
Effective
8-28-14

Name : TYLER LAOSH
Rank : FIREFIGHTER/EMT-B Current Status : PT/FF/EMT-B
Date : 8-28-14

- (☒) 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 : TYLER LAOSH HAS COMPLETED HIS ORIENTATION
PROGRAM & HAS BEEN CLEARED AS A DEPARTMENT
PARAMEDIC

Employee Signature : _____

Training Captain : _____

Division Chief : WILL MURPHY EMS CAPTAIN

Assistant Chief : _____

Deputy Chief : _____

Effective Date : _____ (For Office Use Only)

Computer entry verified: _____ Date: _____

COLERAIN TOWNSHIP
Department of
Fire and Emergency Medical Service

4160 Springdale Road - Cincinnati, Ohio 45251-1505

NOTIFICATION - Change of Status/Change of Pay

Name : Anthony Egner

Rank : Part-time Firefighter/EMT Current Status : FF-II B

Date : 9/28/2014

- (X) 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. () IIB Classification

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 : Firefighter II-B Program

Employee Signature : _____

Training Captain : _____

Division Chief : _____

Assistant Chief : _____

Deputy Chief: _____

Effective Date : 9/28/2014 (For Office Use Only)

Computer entry verified: _____ Date: _____

Memorandum

To: Chief Bruce Smith

From: Mike Adler

CC: Deputy Chief Silvati
Assistant Chief Cook

Date: September 25, 2014

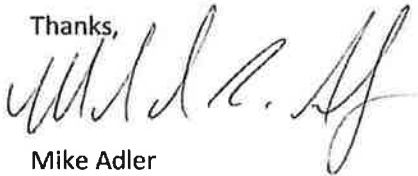
Chief Smith,

On September 17, 2014 we had Unit 404 in for routine maintenance and found diesel fuel in the anti-freeze. After further inspection by myself and Fuller Ford it has been determined that the unit has cracked cylinder heads. The cost of this repair is quoted between \$8,000 - \$10,000. This would be to only repair the cracked cylinder heads. Cost to replace the engine is estimated at \$16,000. Unit 404 is a 2006 E-450 Ford Braun Ambulance with 140,570 miles/9005 hours (actual engine hours 405,225).

This unit was scheduled for re-mount in January, 2015. It is my recommendation that we do not repair this unit and move up the re-mount date as soon as possible.

If you should have any questions, please let me know.

Thanks,



Mike Adler
Chief Mechanic/Fleet Manager

Ambulance Re-Mount Proposal

To: Chief Bruce Smith
From: Mike Adler
CC: Deputy Chief Silvati
Assistant Chief Cook
Date: September 25, 2014

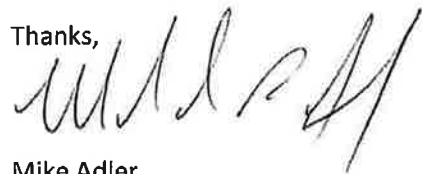
Chief Smith,

As you may recall in the November 13, 2012 trustee meeting, our proposal to purchase two new 2013 Braun ambulances was accepted and approved. As a part of that proposal a comprehensive re-mount program and schedule was outlined to keep up the remaining fleet of 2006 Braun ambulances while saving a substantial amount of money for the township versus purchasing new vehicles. At this time we need to begin the implementation of the third re-mount that was previously outlined.

Please find the attached, the requested proposal with executive summary, for the third re-mount of a 2006 Braun ambulance for 2015.

If you should have any questions after review, please let me know.

Thanks,

A handwritten signature in black ink, appearing to read 'Mike Adler', is written over the printed name.

Mike Adler
Chief Mechanic/Fleet Manager

Executive Summary

- The department currently has eight ambulances in its fleet of EMS units. Three ambulances are 2006 Braun manufactured units on Ford chassis purchased in October 2005. Two new Braun manufactured units were delivered in July, 2013, 2 re-mount units (one in 2013, one in 2014) and one 1997 Horton ambulance.
- Current usage analysis shows we are putting 25,000 emergency call road miles per year on each of the five 2006 Braun ambulances. On March 1, 2013 operations were allocated for a fifth unit to go into service.
- As time has progressed through the last eight years, we have seen a substantial increase in monthly mileage, engine hour mileage and wear and tear, to the point; we are experiencing frequent breakdowns and critical failures with the ambulances. Thankfully, to this point we have not had a unit breakdown while transporting a critical patient to the hospital, but with the current fleet status it remains only a matter of time.
- In the November 13, 2012 trustee meeting, a comprehensive re-mount program and schedule was outlined to keep up the remaining fleet of 2006 Braun ambulances. In October, 2013 the first re-mount was started. The process was completed in 3 months (December, 2013). The second re-mount was started in January, 2013. The process was completed in 3 ½ months (March, 2013). We need to begin the process for the third re-mount a few months earlier than expected due to an expensive engine repair that is needed on the unit which is scheduled for the January, 2015 re-mount.

Current Fleet Maintenance Condition

- We are experiencing frequent breakdowns and an increase in out of service time for repairs. The listing below represents the total number of days we have had units unavailable due to maintenance repairs. As we continue the re-mount process and have new units in place the out of service days will continue to decline.

2010 – 150 days

2011 – 128 days

2012 – 101 days

2013 – 98 days

- Engine hour mileage – When responding to emergencies and arriving on scene our vehicles are not shut down while they are on scene. They run to keep the vehicle ready to go, warning lights activated and batteries charged. The speed at which they idle to accomplish this is the same rpm on the engine as if it were being driven at 45 miles per hour. The wear and tear on the

engine is the same as if it were being driven the entire time. The standard formula takes the total engine hours multiplied by the average speed of 45 mph to give the actual realized engine mileage.

Navistar International who manufactures the engines for our Braun ambulances, states in their vehicle specifications literature, we should expect to experience critical failure past 300,000 miles. In October 2012 we experienced the first complete engine failure on unit 411. The engine was replaced and currently has 34,500 miles/2290 hours on the new engine.

- Current odometer mileage and engine hours for the 2006 Braun ambulances

Unit number	Odometer Mileage	Engine Hours	Actual Engine Mileage
401	139,600	9000	405,000
404	140,570	9005	405,225
406	(First re-mount)	(First re-mount)	(First re-mount)
411	142,000	9190	
413	(Second re-mount)	(Second re-mount)	(Second re-mount)

Re-Mount Proposal

- We are proposing to re-mount one of the 2006 Braun manufactured ambulances onto a new 2015 Ford E-450 V-10 gasoline chassis.
- The chassis used for ambulances today are basically considered throw away chassis with reusable patient care boxes. The re-mounting of an ambulance takes the rear patient care box off the chassis and completely strips it down to the aluminum structure. Re-mounting does not change the compartmentation or structure of the unit but replaces all of the seats, flooring, heating and AC units, and repairs all body work then places a new chassis under the box. Everything is re-painted and re-lettered so you get a complete new unit for well under half the cost of a new unit from the assembly line. A new warranty is issued for the body which covers paint defects and corrosion. The current 2014 cost to re-mount one of our Braun units is \$73,900 (compared to \$194,778 for a new purchase). The following chart represents the cost savings realized from re-mounting of units versus buying new over the next 7 years.

Re-Mount vs. Purchasing New

	Re-Mount		New Unit		Savings per Unit	Percentage of Savings
2013	\$72,500		\$169,033		\$96,533	57%
2014	\$74,675		\$189,104		\$114,429	60%
2015	\$76,915		\$194,778		\$117,863	62%
2016	\$79,222		\$200,622		\$121,400	63%
2017	\$81,599		\$206,640		\$125,041	63%
2018	\$84,047		\$212,839		\$128,792	63%
2019	\$86,586		\$219,224		\$132,656	63%
Total Savings:					\$836,714	

Increase between 2013 and 2014 is due to NFPA safety regulations that are effective January 1, 2014. All other years are an increase of 3% per year.

As noted from the chart above, with every seven year rotation of re-mounts, we could realize a potential savings to the taxpayers of \$836,714. This would represent a potential, through the series of three re-mounts for each unit over a 21 year period, saving a total of \$2,510,142.

As long as we are able to re-mount the units in the schedule of one per year (expect three re-mounts per unit), we would not have to pay the increased regulations cost for the units. Regulations costs reflects the new NFPA Safety Regulations that started on January 1, 2013 on new units. This raised the price over \$10,000 in 2013 and is expected to increase an additional \$15,000 in 2014. With rotating these units through the re-mount schedule of one per year, we could stave off this additional cost for the next 21 years barring any changes to the current regulations. Additionally, by getting the available 7 year extended warranties on each unit and sticking to the rotation schedule for the re-mounts, we should not incur any additional major expenses in the vehicle fleet repair costs, due to the coverage under the vehicle warranties.

Quotes for Re-Mounting

- Fortunately the current price for the chassis 2015 has not increased as expected. The current chassis quote through Fuller Ford is good only through November, 2014. After that there will be a price increase.
- The re-mount pricing through Braun has slightly increased by 3%.
- All quotes provided are for re-mounting through an authorized Braun dealer which will uphold the structural warranty on the Braun ambulance box. All quotes are for a 2015 Ford E-450 V-10 gasoline chassis.
- Separately to the re-mount cost, an extended warranty through Ford Motor Company via Fuller Ford will be purchased at a cost of **\$4,450**. This warranty is a 7 year; 150,000 mile; 6,000 hour coverage on the chassis.
- **Braun Industries, Inc.**, 1170 Production Drive, Van Wert, Ohio 45891
Re-mount cost: \$48,100 (this price does not include the chassis)
Chassis purchased through Fuller Ford: \$25,800
Total price for re-mount with chassis: \$73,900

Braun Industries, Inc. is allowing us to purchase the chassis through our local Ford dealer and drop ship it to them in Van Wert, Ohio. If we do not take advantage of the option to purchase the chassis through our local Ford dealer the cost for re-mount and chassis bought as a package through Braun Industries, Inc. would be \$80,475. This is a significant cost savings to the township of \$6,575. Fuller Ford will also be providing free life-time oil changes on the chassis.

Comparable quotes:

- **First Priority Emergency Vehicles**, 2444 Ridgway Blvd, Bldg. 500, Manchester, New Jersey 08759
Total price for re-mount with chassis: \$78,865
- **North Central Emergency Vehicles**, 18448 County Road 9, Lester Prairie, Minnesota 55354
Total price for re-mount with chassis: \$95,099
- I recommend we use Braun Industries, Inc. to perform the re-mount for our unit. In addition to being the lowest quote, we already have a well-established relationship. Their close proximity to our department is imperative for any warranty work that would need to be performed.

Memorandum

To: Dan Meloy, Safety Director
From: Chief Bruce Smith
Date: September 25, 2014
Re: Recommendation to Rehab/Remount EMS unit

Dan,

We recently had a major engine failure with our oldest backup EMS unit. The repairs are estimated to be at least \$8,000-10,000 but will likely be higher. This unit is scheduled to be rehabilitated after the first of the year and as a part of that process the chassis will be replaced with a new one. As you probably recall we are scheduled to rehab/remount at least one EMS unit per year well into the future in place of buying new units. The rehab process costs approximately 40% of the purchase of new EMS units saving over one million in the next ten years.

Since it is critical that we return this unit to service as soon as possible, but also too costly to put \$8,000-10,000 in to a repaired motor in the old chassis, we are recommending that we proceed with the rehab/remount of the unit. We are recommending that we order the Ford chassis from Fuller Ford and have the unit remounted by Penn/Braun Industries. The chassis is estimated to cost \$25,800 and the rehab/remount \$48,000. The attached memo from Mike Adler provides the justification, specifics, and costs.

Please let us know if you have any questions.

Bruce

NEW BUSINESS

Department: Public Services 10/07/2014

Department Head: Kevin Schwartzhoff

1. Action

I. Parks and Services

II. Public Works

- **Resolution directing the Public Services Director to apply for Financial Assistance in 2015 From the Ohio Public Works Commission (SCIP Grant).**

The project will entail the rehabilitation of East Miami River Road from Harrison Avenue to Thompson Road. The cost of the estimated \$4,775,000.00 project would be divided equally between the Hamilton County Engineer and the Ohio Public Works Commission. Colerain Township agrees to submit the grant application but will not be providing any financial assistance.

- **Resolution to allow a fee to be charged for Snow Removal on accepted but non-dedicated streets**

III. Senior/Community Center

- **Contract Bartender**

Contract with Shawn Stein to provide bartender services at a rate of \$14.00 per hour beginning October 4, 2014.

2. Information

III. Parks and Services

IV. Public Works

V. Senior/Community Center

RESOLUTION NO. _____
DIRECTING THE PUBLIC SERVICES DIRECTOR TO APPLY FOR
FINANCIAL ASSISTANCE IN 2014 FROM THE OHIO PUBLIC WORKS COMMISSION

BY THE BOARD OF TRUSTEES:

WHEREAS, the Hamilton County Engineer has notified all of Hamilton County jurisdictions that the District 2 (Hamilton County) Integrating Committee will accepting applications for 2015 Ohio Public Works Commission financial assistance through September 19, 2014; and

WHEREAS, the Board of Trustees of Colerain Township believe the East Miami River Road Rehabilitation Project Phase I will qualify for financial assistance; and

WHEREAS, the Hamilton County Engineers office prepared the following construction cost estimate:

East Miami River Road Rehabilitation Project Phase I
Harrison Avenue to Thompson Road

<u>Estimated Total Cost</u>	<u>Estimated Grant Cost</u>	<u>Estimated Township Cost</u>	<u>Estimated County Cost</u>
\$4,775,000.00	\$2,387,500.00	\$0.00	\$2,387,500.00

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

1. Public Services Director to prepare the necessary application for the Ohio Public Works Commission for financial assistance in the amount of \$2,387,500.00 and further directs James Rowan as Administrator for Colerain Township, to execute this application and submit it to the proper authorities.
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 7th day of October, 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 7th day of October, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer

ATTACHMENT "A"
SUBDIVISIONS AND STREETS
FOR EMERGENCY SNOW REMOVAL RESOLUTION
September 25, 2014

<u>SUBDIVISION</u>	<u>STREET NAMES</u>	
1) Pebble Creek	Prechtel Road (Extension)	
2) Rolling Oaks	Rolling Oaks Court Locust View Lane (Extention)	
3) Spring Leaf Lake	Springleaf Lake Drive	
4) Blue Meadow	Blue Meadow Lane (Extension) Red Hawk Drive Schneiders Farm Court	
5) Houston Park	Dallas Boulevard	
6) Hunters Ridge	Hunters Ridge Lane Hunters Creek Lane	
7) Stone Ridge Estates Section 3	Forest Valley Drive Valley Crossing Drive	
8) Tansing Place Section 2	Tansing Drive	
TOTAL SUBDIVISIONS		8
TOTAL STREETS		13
TOTAL LENGTH		8,157'

NEW BUSINESS

Department: Building, Planning & Zoning

Department Head: Geoffrey G. Milz, AICP

1. Action (Include rationale)

- a. Personnel
- b. Policy
- c. Other

(1) Resolution in Support of Taking Root Campaign – See memo attached

(2) Public Hearing on the Demolition of 3777 Poole Rd.

(3) Resolution for Nuisance Abatement – Monthly nuisance abatement resolution

2. Information

- a. Other

MEMORANDUM

DATE: OCTOBER 2, 2014
TO: COLERAIN TOWNSHIP TRUSTEES
FROM: GEOFFREY MILZ | DIRECTOR, BUILDING, PLANNING & ZONING
SUBJECT: TAKING ROOT CAMPAIGN

SUMMARY

Taking Root is an initiative to replace, retain and expand trees in the eight-county Greater Cincinnati tri-state region. Partners include Boone County Arboretum, Cincinnati Nature Center, Davey Resource Group, Great Parks of Hamilton County, The Green Partnership for Greater Cincinnati, Hamilton County Planning and Development Department, Natorp's, The Nature Conservancy in Ohio, Northern Kentucky Urban and Community Forestry Council, Ohio DNR Division of Forestry, and Oxbow, Inc. The campaign is ramping up to educate the public on the need for trees, to value and care for them, and to plant them — by the millions. The goal of the campaign is to plant 2 million new trees by 2020.

Colerain Township is exploring ways to improve the character of its neighborhoods. As the Township considers a JEDZ that would fund major improvements to township roads, we aim to take a holistic look at the right-of-ways and consider installing street trees to add value to neighborhoods. There is a possibility that a partnership with the Taking Root Campaign would benefit the Township's efforts.

At their September 16, 2014 meeting, the Colerain Township Zoning Commission recommended approval of the attached resolution voicing the township's support for the program and potentially putting us at an advantage if funds become available for urban forestry initiatives and street tree programs.

REQUESTED ACTION AND STAFF RECOMMENDATION

Staff recommends the adoption of the attached resolution

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 7thth day of October, 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 IN SUPPORT OF THE TAKING ROOT CAMPAIGN

WHEREAS, Colerain Township recognizes:

1. The importance of trees and forested areas for contributing to clean air and water and for their potential to reduce stormwater runoff and its impacts, conserve energy, improve public health and increase property values; and
2. The special value of native trees and large trees for regenerating local forests, and of wooded hillsides and stream corridors for sustaining other natural resources; and
3. The need for greater awareness and community involvement as major contributors to healthier forests; and
4. The benefits of participating in coordinated efforts and public-private partnerships to optimize opportunities and resources for tree protection and expansion.

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

1. The Township supports the purpose of the Taking Root Campaign in our 8-County, Greater Cincinnati tri-state region (organized by the Ohio-Kentucky-Indiana Regional Council of Governments, the Green Umbrella, the Cincinnati Zoo and Botanical Garden, and the Green Partnership for Greater Cincinnati, the City of Cincinnati, Hamilton County, Duke Energy, University of Cincinnati, Cincinnati State and Cincinnati Public Schools) and facilitated by many Partner organizations; and
2. The Township supports the mission of the Taking Root Campaign as a collaborative, broad-based campaign to address the current historic loss of our region's tree canopy by encouraging and promoting the planting of trees, better management of our local forests, the many benefits of healthy trees and fostering a sense of stewardship among individuals and communities; and
3. The Township supports the goal to plant 2 million trees by 2020 – one for everyone in our region; and
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; and
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 7th day of October, 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 7th day of October, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer

Administration

Department: Administration

Department Head: Frank Birkenhauer

Agenda Item: Integrys Contract

Action – The approval of the contract with Integrys Energy for the next Gas Aggregation Cycle in Colerain Township. The last cycle resulted in significant savings over the formal utility cost and as evidence in our previous meeting saved our residents and businesses over a quarter million dollars last winter alone. The program continues with a variable rate and lock in at the most opportune time with a flex down opportunity as well. The recommendation this evening is approval of the three year contract with Integrys as our gas aggregation provider for the next three year cycle.



Automatic Aggregation Program Agreement
Between
IntegrYS Energy Services – Natural Gas, LLC
And
The Board of Trustees of Colerain Township, Hamilton County, OH

This Automatic Aggregation Program Agreement, is entered into as of this _____ day of _____, 2014 ("Agreement"), by and between the Board of Trustees of Colerain Township, Hamilton County, OH ("Township"), a political subdivision of the State of Ohio, pursuant to the authority of Resolution No. _____, and IntegrYS Energy Services – Natural Gas, LLC ("IntegrYS" or sometimes referred to herein as "Seller"), a Delaware limited liability company with its principal place of business at 1716 Lawrence Drive, De Pere, Wisconsin 54115, hereinafter referred to individually as a ("Party") or collectively as the ("Parties").

WITNESSETH

WHEREAS, pursuant to 4929.26 of the Ohio Revised Code, the Township desires to aggregate automatically and arrange for competitive retail natural gas service for the retail natural gas loads located within its jurisdictional boundaries; and

WHEREAS, the Parties desire to establish the rights and obligations of the Parties with respect to aggregating the natural gas load located within the applicable jurisdictional boundaries and making competitive retail natural gas service available to that load (the "Program").

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

**ARTICLE 1
TERM**

1.1 **Term of Agreement.** This Agreement shall be effective upon execution by the Parties and shall continue for thirty-six (36) months, provided however, if the Township and IntegrYS agree to a Price for a Delivery Period that extends beyond thirty-six (36) months, then this Agreement shall be extended to the latest meter read date included in such Delivery Period as set forth in such Confirmation. The Township and IntegrYS will, with good faith effort, endeavor to reach a mutual agreement as to Price, which will be reflected on a Confirmation, similar to Attachment 1-A. Notwithstanding the foregoing, in the event that the Parties do not agree on a Price within two years from the date of execution of this Agreement, then this Agreement will be deemed terminated.

**ARTICLE 2
TOWNSHIP'S PERFORMANCE**

2.1 Purchasing Agent

2.1.1 The Township, as Governmental Aggregator, as defined in Ch 4929.01(K) of the Ohio Revised Code, shall:

- (a) identify Integrys as the exclusive supplier for the aggregated load (the "Aggregation");
 - (b) oversee the enrollment procedures (aka 'Opt-Out requirements') set forth in Ch 4929.26(D);
 - (c) facilitate the provision of supply to the Aggregation; and
 - (d) negotiate the Price(s) confirmed between the Parties on a Confirmation.
- 2.1.2 The Township will assist Integrys in obtaining all available customer data and historical usage information regarding the Eligible Participants, as that group and the data may change from time to time, including executing the appropriate documentation to enable Duke Energy-Ohio (the "Utility") to release such information directly to Integrys from time to time during the term of this Agreement. The "Eligible Participants" are those customers whose load is eligible for the Aggregation pursuant to 4929.26 of the Ohio Revised Code, but excluding those customers enrolled in the Percentage of Income Payment Plan Program as prescribed in 4901:1-18-02(B)-(G) and 4901:1-18-04(B) of the Ohio Administrative Code (i.e. PIPP customers).
- 2.2 **Governmental Aggregator Designation.** The Township shall maintain the requisite authority under 4929.26 of the Ohio Revised Code as an aggregator for the provision of competitive retail natural gas service for the term of this Agreement.

ARTICLE 3 INTEGRYS' PERFORMANCE

- 3.1 **Terms of Service.** The terms of service between each participant in the Aggregation and Integrys shall be set forth in the contract between them, substantially in the form attached hereto as Attachment 1. The Price for specific Delivery Periods shall be mutually agreed upon by Integrys and the Township and either set forth below or confirmed on a Confirmation, identifying both the Price and the specific Delivery Period.
- 3.1.1 The Parties agree that the initial Delivery Period is anticipated to begin with enrollments occurring in December, 2014 and continue to the December, 2015 meter read dates. For the Delivery Period, Integrys agrees to offer two pricing alternatives, unless otherwise agreed upon by the Parties in writing, the Locked-In Price with Flex Down OpportunitySM Rate and a Monthly Variable Rate as set out below. Eligible Participants will be instructed to contact Integrys Energy through its toll free number to select the Monthly Variable Rate. If they do not indicate a preference or decline participation, the Eligible Participant will receive the Locked-In Price with Flex Down OpportunitySM Rate.

The Monthly Variable Rate is based on the Market Price plus a Delivery Adder as determined by Seller for the initial Delivery Period.

The Locked-In Price with Flex Down OpportunitySM Rate establishes a price cap with the opportunity for lower prices in a falling market. The Locked-In Price with Flex Down OpportunitySM Rate is calculated based on a formula including a Delivery Adder as determined by Seller and the sum of the weighted average "Market" prices when locked. The Locked-In Price with Flex Down OpportunitySM Rate may change monthly based on current Market Prices. Each month the cap is in effect, Integrys will compare the cap to the then-current weighted average Market Price for the remainder of the Delivery Period and may adjust the monthly price to account for a downward or upward pricing trend within the Delivery Period, however the price with the Locked-In Price with Flex Down OpportunitySM Rate will never exceed the cap during the time period for which the cap has been set. The Township understands that a price cap may not be in effect for the entire Delivery Period. When no price cap is in effect the Rate will be the Monthly Variable Rate unless otherwise agreed upon.

The "Delivery Adder" is based upon several factors, including, but not limited to: the monthly market price for transportation to the point of delivery, shrinkage, Btu adjustment and pooling fees.

The "Market Price" is a price at which the relevant months' natural gas futures contract traded on the New York Mercantile Exchange.

An agreement to fix or convert the commodity component price and thereby establish a Price for the second term will follow the procedure set forth in subsection 3.1.2.

- 3.1.2 **Establishing a Price.** The Township Administrator or the Assistant Administrator for Township shall submit a written price request to Integrys, similar to the form attached hereto as Attachment 2. If Integrys agrees to the price as requested, then Integrys shall return a Confirmation indicating its agreement. The Township acknowledges that its submission of a written price request is not a commitment by Integrys to provide the requested price to the Aggregation, unless a Confirmation, similar to Attachment 1-A, is executed and delivered by Integrys to the Township indicating same. Any such Confirmation, along with the applicable written price request, shall be attached to and form a part of this Agreement.
- 3.2 **Enrollment.** Integrys, in consultation with the Township representatives, shall prepare the required enrollment notices (or "Opt-out Notices"). Integrys shall make arrangements to deliver the notices to all Eligible Participants and shall perform the activities related to implementing the enrollment process. All expenses directly incurred by Integrys with respect to the enrollment process (i.e. printing, mailing, data entry) shall be borne by Integrys.
- 3.2.1 **Initial Enrollment Period.** Integrys shall initiate the enrollment process for the initial Enrollment Period no later than December 1, 2014, unless otherwise agreed by the Parties. An "Enrollment Period" is a twenty-one day period during which Eligible Participants may affirmatively indicate their desire not to participate in the Aggregation (or "Opt-out"). All Eligible Participants who do not Opt-out will be automatically enrolled in the Aggregation.
- 3.2.2 **Beyond the Initial Enrollment Period.** After the expiration of the initial Enrollment Period Integrys may allow other eligible potential participants to join the Aggregation through various methods, including without limitation direct contact between an individual potential participant and Integrys via telephone or Integrys' website, and/or en masse through the offering of subsequent Enrollment Periods. Participants who join the Aggregation other than during an Enrollment Period, which corresponds to a specific Delivery Period and Confirmation between the Township and Integrys, may pay a different rate than those who join during an Enrollment Period.
- 3.3 **Service Inquiries.** Integrys shall establish a toll free telephone number to answer general information requests, billing questions and other customer service inquiries for the Aggregation participants. (All emergency, gas leaks or other disruption concerns should continue to be directed to the Utility.)
- 3.4 **Market Information.** When discussing pricing alternatives, Integrys may provide information and/or analyses of alternatives available to the Aggregation regarding energy commodities, related transactions for supply, and other energy market information. Integrys shall be deemed to have provided only information, and/or analyses of potential alternatives available to the Aggregation, and the Township shall make all decisions independently. Integrys has not and shall not be deemed to have made or given any representations, warranties, guarantees or assurances as to the actual or perceived outcomes and/or any other effects, adverse or beneficial, relating to this Agreement or any Confirmation. Integrys has not acted and shall not be deemed to have acted, in any capacity as an agent or fiduciary for the Township in connection with this Agreement or any Confirmation.
- 3.5 **Natural Gas Aggregation Plan of Operation and Governance.** Integrys will conduct all of its operations and activities consistent with the Township's Natural Gas Aggregation Plan of Operation and Governance, provided the Township provides Integrys with notice of any changes it makes to the Township's Natural Gas Aggregation Plan of Operation and Governance in a manner that allows Integrys to adjust the administration or operation of the Program accordingly.

ARTICLE 4 PUBLICITY AND TERMINATION

- 4.1 **Consumer Education.** Integrys will assist the Township in developing a consumer education plan concerning natural gas deregulation and the Program. The Township and Integrys will, where practicable, provide consumer education messages that are consistent with the messages from the Utility and the statewide consumer education program.
- 4.2 **Press Releases.** The Parties agree to joint review and approval prior to issuance of all media press releases regarding this Agreement. Approval of press releases will not be unreasonably withheld.
- 4.3 **Program Endorsement.** The Township and Integrys shall cooperate in disseminating information to all Eligible Participants concerning the Program and the Township's endorsement of the Program. Information related to pricing and other contractual terms related to participation in the Aggregation is subject to review and approval by Integrys. Similarly, any use of the Township's official seal for advertising or promotional purposes is subject to review and approval by the Township. Upon mutual agreement of the Parties, the Parties may utilize Township resources for advertising, promotion and consumer communications of the Township's selection of Integrys as the Township's sole preferred supplier for the Aggregation Program. The Township warrants that it will not take any action (written, verbal, or otherwise) to advise and/or encourage participants to exit the Aggregation, provided however, nothing in the preceding clause shall prohibit the Township from making factual statements in response to inquiries about the Aggregation or the Program.
- 4.4 **Termination.** This Agreement may be terminated early: (1) if either Party is in material breach of this Agreement, as provided for in Section 4.4.2, provided notice of the default is given by the non-defaulting Party to the defaulting Party and the default is not cured within thirty days as set forth in 4.4.3 or (2) upon the occurrence of a Regulatory Event, as provided for in Section 4.4.4 and 4.4.5. For the avoidance of doubt, in the event that this Agreement is terminated after enrollment begins for the Aggregation, termination of this Agreement shall not impact Integrys' obligations to serve Aggregation participants pursuant to the terms and conditions of the contract between them.
- 4.4.1 **Defaults and Remedy**
- 4.4.2 **Default.** If either Party fails to comply with any of the material terms or conditions of this Agreement and such failure is not excused as Force Majeure, such Party shall be in default.
- 4.4.3 **Remedies.** If such default continues for a period of thirty (30) days after written notice thereof is given by the non-defaulting Party, then the non-defaulting Party may, at its option, terminate this Agreement at any time after the expiration of such thirty (30) day period without prejudice to any rights and remedies of the non-defaulting Party by providing written notice of termination to the defaulting Party.
- 4.4.4 **Regulatory Event**

The following will constitute a "Regulatory Event":

- (a) **Illegality.** It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of, change in, or change in the interpretation of any applicable law by any judicial or government authority with competent jurisdiction.
- (b) **Adverse Government Action.** A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure.

- 4.4.5 **Notice, Negotiation, and Early Termination.** Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties will enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement, within the prescribed time after entering into negotiations, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate this Agreement.

ARTICLE 5 **LIMITATION OF LIABILITY**

- 5.1 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, INTEGRYS MAKES NO WARRANTIES HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 5.2 **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER THIS CONTRACT FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY DEGREE), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE.

ARTICLE 6 **MISCELLANEOUS**

- 6.1 **Entire Agreement.** This Agreement including all Attachments, Transaction Confirmations, and fully executed amendments, constitute the entire Agreement and understanding between the Parties with respect to the services, which are included herein. All prior written and verbal agreements and representations with respect to these services are merged into and superseded by this agreement.
- 6.2 **Amendment.** All amendments or modifications to this Agreement must be made in writing and signed by both Parties before they become effective.
- 6.3 **Non-Assignability.** This Agreement shall not be transferred or assigned by either Party without the express authorization of the other Party, which shall not be unreasonably withheld, provided however, with notice to the Township, Integrys may assign this Agreement to an affiliate, Integrys Energy Services – Natural Gas, LLC remains liable for Integrys' obligations hereunder.
- 6.4 **Method of Notification.** Any notices, requests or demands regarding the services provided under this Agreement shall be properly given or made upon receipt, if delivered by overnight or next day mailing/courier service to the address shown below. If delivered by facsimile, any such document shall be considered delivered on the business day the facsimile is sent, provided the sender has evidence of a successful transmission on that day, and provided further that the successful transmission occurred prior to 5:00 pm eastern prevailing time. If the facsimile is successfully transmitted after 5:00 pm eastern prevailing time, then the notice shall be deemed received on the next business day. Each Party shall direct notices, requests or demands to the other Party using the following address:

Notices to Integrys:
Contract Administration
Integrys Energy Services – Natural Gas, LLC

Notices to Township:
Director of Law
Colerain Township, OH

1716 Lawrence Drive
De Pere, WI 54115
Telephone: (920) 617-6067
Facsimile: (920) 617-6070

4200 Springdale Road
Colerain Township, OH 45251
Telephone: (513) 923-5000
Facsimile:

With a copy to:

Jeremy Lutes
Integrus Energy Services – Natural Gas, LLC
355 E. Campus View Blvd., Suite 150
Columbus, OH 43235
Telephone: (614) 844-4310
Facsimile: (614) 844-4305

Telephone:
Facsimile:

- 6.5 **Waivers.** No failure or delay on the part of either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 6.6 **Applicable Law and Choice of Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflict of laws.
- 6.7 **Reports, Analysis, and Products.** All reports, data aggregations and analysis, pricing products, templates for communications with Eligible Participants and/or the Aggregation and ideas, and other information generated by Integrus as part of this Agreement remain the sole and exclusive property of Integrus. The Township may use all such information furnished by Integrus for its internal use, but only in furtherance of the Program.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

- 7.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
 - (b) It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
 - (c) The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
 - (d) It has reviewed and understands this agreement.

The Parties agree to comply with all federal, state, and local laws, regulations, licensing, and disclosure requirements.

- 7.2 **Additional Representations.** The Township hereby further represents to Integrus, as of the date of this Agreement, that:

- (a) The Township's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Township is organized pursuant to its authorizing statutes and regulations;
- (b) This Agreement does not constitute any kind of investment by the Township that is proscribed by any constitution, charter, law, rule, regulation, government code, constituent or governing instrument, resolution, guideline, ordinance, order, writ, judgment, decree, charge, or ruling to which the Township (or any of its officials in their respective capacities as such) or its property is subject;
- (c) The Township has all regulatory authorizations necessary for it to legally perform its obligations under the Agreement and no consents of any other party and no act of any other governmental authority is required in connection with the execution, delivery and performance of the Agreement;
- (d) With respect to the Agreement, all acts necessary to the valid execution, delivery and performance of the Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Township is obligated to comply. The Township Administrator or Assistant Administrator is duly authorized to submit written pricing requests as set forth herein;
- (e) The Township is not relying on any representations, other than those set forth in Section 7.1, in entering into this Agreement; and
- (f) The Township is capable of assessing the merits and understanding the terms, conditions and risks of each energy, energy services, and/or related contracts that it enters into or chooses not to enter into, and prior to deciding whether to enter into any such arrangement and/or agreement, and in making such decision, the Township independently assesses the merits of such decision, and understands the terms, conditions and risks of such arrangement and/or agreement.

IN WITNESS WHEREOF, the Parties have duly executed this agreement to be effective on the date first written above. The Parties agree that signatures transmitted by facsimile are acceptable and binding for execution of this Automatic Aggregation Program Agreement.

Integrus Energy Services – Natural Gas, LLC:

Board of Trustees of Colerain Township, OH:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

Date: _____

ATTACHMENT 1 – TERMS AND CONDITIONS

The Name of City/Township/Village, pursuant to the aggregation authority conferred upon it by Ballot Issue No. _____, which passed by a majority of the vote on [date] and [Resolution/Ordinance] No. _____, selected Integritys Energy Services – Natural Gas, LLC ("Seller") to supply the aggregation and to administer enrollments as described below. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE POSTCARD POSTMARKED NO LATER THAN _____ OR BY CALLING OUR TOLL FREE NUMBER (_____) BY _____. You, the account holder (also referred to as "Buyer") for the account referenced on the letter accompanying this Opt Out Notice (the "Account"), and Seller agree to the following terms and conditions (the "Agreement").**

1. Enrollment: Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT BY RETURNING THE POSTCARD POSTMARKED NO LATER THAN [date] OR BY CALLING OUR TOLL FREE NUMBER BY [date].**

Eligibility: To be eligible for automatic aggregation, Buyer and the Accounts to be served (i) must be located within the jurisdictional boundaries of _____ and the Utility, (ii) may, not be under contract with another competitive supplier, (iii) may not be a mercantile customer or a PIPP customer (Percentage of Income Payment Plan program customers), and (iv) must be in good credit standing with the Utility.

Rescission Period: Upon Buyer's successful enrollment, the Utility will send Buyer a letter confirming the transfer of service. Buyer may cancel its enrollment without penalty within seven (7) business days of the postmark date of that letter ("Rescission Period") by contacting the Utility in writing or by telephone as noted in that letter.

2. Delivery Period: Service shall begin on your first meter read occurring after the close of the 21-day Enrollment Period that runs [date] to [date]. Service shall continue at the Price noted herein until [date]. Prior to the end of the initial Delivery Period, Seller shall provide Buyer notice of any changes to the terms and conditions of this Agreement that apply to service during the next Delivery Period. If renewal is indicated in the expiration notice, service will renew at the terms stated in the renewal notice unless Buyer affirmatively terminates the Agreement upon the expiration as provided in the notice. Buyer shall have the opportunity to opt-out of the Aggregation at least every two years without penalty.

3. Supplier's and Utility's Role: Seller agrees to sell to Buyer and deliver to the Utility, and Buyer agrees to purchase from Seller and receive from the Utility, Buyer's full requirements of natural gas for the accounts listed on the Enrollment Notice ("Accounts"). The Utility will deliver the natural gas to the Accounts and shall invoice and collect Seller's charges. Seller does not impose credit or deposit requirements. The Utility's billing and payment procedures shall apply in accordance with the applicable tariff, including but not limited to, the Utility's right to assess late payment fees and to disconnect gas service for past due charges. The Utility or Seller may terminate your service under this Agreement for non-payment with at least fourteen (14) days written notice. Seller may cause the Utility to correct previous invoices in the event of invoicing errors. Buyer should contact the Utility in the event of a natural gas emergency.

4. Price: To Be Determined

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. A switching fee may apply under the terms of the Utility's tariff. **Seller shall not charge You separately for any switching fees.** The Price does not include Taxes (as defined below) or Utility distribution charges.

5. Taxes: Buyer is responsible for all state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Seller if Seller is required to remit such Taxes in connection with this Agreement. Tax exempt customers wishing to participate are requested to please send their most recent tax exempt certificate on or before [date] to: Integritys Energy Services – Natural Gas, LLC, 1716 Lawrence Drive, De Pere, WI 54115 or fax to 920-272-4244. Be sure to note the Name of City _____ Aggregation Program on the certificate. Integritys Energy Services – Natural Gas, LLC will not charge sales tax starting with the date the certificate is received.

6. Customer Information: Seller will not request a deposit or investigate your credit history to establish service. Except as is otherwise provided in the Ohio Administrative Code, Seller shall not disclose Buyer's account number(s) without (i) Buyer's affirmative written or electronic authorization, which shall comply with applicable law, or (ii) pursuant to a court order or by PUCO order or rule. Seller shall not disclose Buyer's social security number without (i) Buyer's affirmative written or electronic authorization or (ii) pursuant to a court order or by PUCO order or rule. Upon request of Buyer, Seller will provide up to 24 months of Buyer's payment history without charge.

7. Termination; Remedies: (a) This Agreement will automatically terminate or Buyer may terminate the Agreement without penalty if (i) the requested service location is not served by the Utility or (ii) Buyer, or the applicable Account being served, moves outside the Utility service area or to an area not served by Seller.

(b) This Agreement will terminate upon written notice, but without penalty to Buyer if, (i) competitive retail natural gas service is no longer available due to a change in regulation, tariff, or law, or (ii) Seller defaults, which includes, an unexcused failure to deliver natural gas

under the terms of this Agreement.

(c) An "Early Termination" shall occur if this Agreement is terminated (i) by Buyer to select a different price or rate plan after the Rescission Period but prior to the end of the Delivery Period, or for any other reason other than those listed in (a)-(b) above or (ii) by Seller due to Buyer's default, which includes a failure to pay or an unexcused failure to receive natural gas under the terms of this Agreement. In the event of an Early Termination, Seller may charge a termination fee of \$25.00. Buyer agrees to pay Seller for Early Termination within ten (10) calendar days of the invoice date to the payment address noted on the invoice, or as otherwise agreed upon by Buyer and Seller. No termination fee is due if Buyer is on the Monthly Variable Rate, remains a customer of Seller, but selects a different Rate Plan. If Buyer returns to the Utility after the Rescission Period, Buyer may not be served on the same rates, terms and conditions that apply to the Utility's Standard Service Offer.

8. **Limitations:** ALL NATURAL GAS SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN AGREEMENT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

9. **Force Majeure:** Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the reasonable control of the non-performing party, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, interruption of utility service, terrorist acts or wars, force majeure events of the Utility. Seller may return Buyer to Utility service upon notification of a Force Majeure event preventing performance.

10. **Questions, Complaints and Concerns:** Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at _____, by visiting www.integrysenergy.com/; or (ii) by writing us at 1716 Lawrence Dr., De Pere, WI 54115. Seller will attempt to resolve all customer complaints in a timely manner and will respond to all complaints within 3 business days of receipt. If Buyer's complaint is not resolved after Buyer has called Seller, or for general utility information, residential and business customers may contact the PUCO for assistance at 1-800-686-7826 (toll-free), or for TYY toll free at 1-800-686-1570, from 8am to 5pm weekdays, or visit the PUCO website at www.puco.ohio.gov or as otherwise specified by PUCO. Residential customers may also contact the Ohio Consumers' Counsel ("OCC") for assistance with complaints and utility issues at 1-877-742-5622 from 8am to 5pm weekdays, or visit www.pickocc.org.

11. **Miscellaneous:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Subject to regulatory approvals and notice from Seller, Seller may assign this Agreement without Buyer's consent. Buyer may assign this Agreement only with Seller's consent. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings.

ATTACHMENT 1-A**CONFIRMATION**

This Confirmation, together with the Township's Price Request, are made a part of, and are pursuant to the terms of the Automatic Aggregation Program Agreement entered into between Integrys Energy Services – Natural Gas, LLC and _____ (the "Township"). This Confirmation confirms the pricing noted below as requested on the Price Request submitted by the Township on _____. The Township should notify Integrys as soon as practicable (and in any case within two business days) if the terms below do not accurately reflect the Township's request.

Delivery Period:

Price:

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. The Price does not include Taxes (as defined below) or Utility distribution charges. Each Aggregation participant is responsible for state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Integrys if Integrys is required to remit such Taxes in connection with the participant's purchase of natural gas .

Definitions:

Integrys Energy Services – Natural Gas, LLC

By: _____

Name:

Title:

Date:

Attachment 2

PRICE REQUEST

Pursuant to the terms of Automatic Aggregation Program Agreement by and between _____ (the "Township") and Integrys Energy Services – Natural Gas, LLC the Township hereby requests a price for the Aggregation as described below.

DELIVERY PERIOD: the first meter read date in _____ through the _____ meter read date.

PRICE:

Definitions:

The Price includes all gas supply costs to the Utility and some pass-through charges from the Utility to the burnertip, including, but not limited to, btu factor and shrinkage. If the pass-through charges from the Utility increase, or if new charges are approved by a governmental agency with jurisdiction and passed through, or if existing tariff charges are administered differently and the pass-through charges from the Utility increase, the Price will increase accordingly. There are no recurring or nonrecurring supplier charges that are billed in addition to the Price. The Price does not include Taxes (as defined below) or Utility distribution charges. Each Aggregation participant is responsible for state and local sales, use, revenue, gross receipts, commercial activity, excise and/or ad valorem tax (collectively, "Taxes") and shall reimburse Integrys if Integrys is required to remit such Taxes in connection with the participant's purchase of natural gas.

Price Request Expiration:

This request shall expire _____, unless confirmed by Integrys or cancelled by the Township in writing prior to that date and time.

The Township of _____ acknowledges that its submission of this request is not a commitment by Integrys to provide the requested Price to the Township of _____ Government Aggregation unless a Confirmation is returned by Integrys to the Township of _____ indicating same.

<p>_____, OH</p> <p>By: _____</p> <p>Name:</p> <p>Title:</p> <p>Date:</p>

NEW BUSINESS

Department: Administration

Department Head: James Rowan

Action:

- I. Resolution Authorizing Administrator to Investigate the Creation of a Waste Disposal District

Recommend approval of Resolution authorizing Administrator to investigate the creation of a Waste Disposal District

Information:

- II. Issue 30 – Proposed JEDZ

Factual information will be presented in regards to Issue 30 – Proposed JEDZ

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the 7th day of October 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 AUTHORIZING ADMINISTRATOR TO INVESTIGATE THE
CREATION OF A WASTE DISPOSAL DISTRICT**

WHEREAS, it is the duty and responsibility of the Board of Township Trustees to act in accordance with the health, safety and welfare of the residents in Colerain Township; and

WHEREAS, Ohio Revised Code sections 505.27 to 505.33 provide for the creation of a Waste Disposal District; and

WHEREAS, this Board believes it is prudent for the Administrator to investigate the creation of a Waste Disposal District;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby authorizes the Administrator to investigate the creation of a Waste Disposal District and to issue an RFP to determine the cost and benefits to the residents of Colerain Township of the creation of a Waste Disposal District.
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 October, 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 October, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer