

**Regular Meeting of the Board of Trustees
December 13, 2016**

- 1. Opening of Meeting**
- 2. Executive Session 5:30 PM**
- 3. Pledge of Allegiance 6:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Presentations**
- 6. Citizens Address**
- 7. Administrative Reports**
- 8. Trustees' Report**
- 9. Public Hearings (Action Required)**
 - a. Public Hearing for a Zoning Map Amendment and Major Modification to a Preliminary Development Plan at 8386 Colerain Avenue

10. New Business

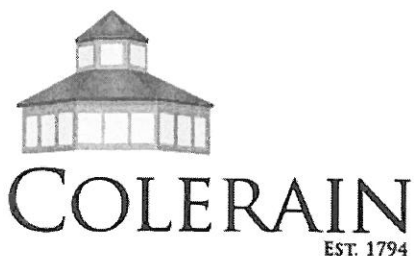
Public Safety

- a. Fire Department Services Contract Renewal Action
- b. Part-Time Employees Recommendation..... Action
- c. Approval to Purchase Replacement Ambulance..... Action
- d. Donation Acceptance Action
- e. Appointment for Two Police Officers..... Action
- f. Promotion of Sergeant Action
- g. Renewal of Personal Services Contract with James Love Action
- h. Donation Acceptance Action

Public Services

- a. Recommendation to Approve a Motion to Identify Candidates for
Employment in Public Services Department Action

COLERAIN



Zoning

- a. Approval of Resolution Approving Application for Sidewalk Wavier
for the Property Located at 11770 Pippin Road..... Action
- b. Approval of Resolution Approving Application for Sidewalk Wavier
for the Property Located at 5700 Springdale Road Action
- c. Request to Approve Appointments to the Board of Zoning Appeals..... Action
- d. Request to Approve Appointments to the Zoning Commission Action
- e. Request Approval of the 2017 Planning & Zoning Fee Schedule Action
- f. Request for Public Hearing to be set for Zoning Map Amendment at
9869 Colerain Ave Action

Economic Development

- a. Recommend Approval of a Motion to Reappoint Mr. Jeff Ritter to Serve a 4-Year
Term as Township Representative on the Colerain Township Joint Economic
Development District 1 Action
- b. Recommend Approval of a Motion to Reappoint Mr. Jeff Ritter to Serve 1-Year
Term as the Elected Official Representative from Colerain Township on The
Board of Directors for the Ohio-Kentucky- Indiana Regionals Council of
Governments Action
- c. Recommend Approval of Motion to Approve the Second Amendment to Consent
Decree and Agreed Judgement Entry Action
- d. Recommend Approval of a Resolution Ordering the final Vacation of
Jonrose Action
- e. Recommend Approval of Resolution Adopting A Modified Plan of Operation
and Governance for Natural Gas Governmental Aggregation Action
- f. Recommend Approval for Code Enforcement Officer Staffing Action

COLERAIN

Legal

- a. Board of Trustee Authority Allowing Administrator to Sign Contracts Action

Administration

- a. Approval of 2017 Meeting Dates - Colerain Township Board of Trustees
- b. Approval of Fund to Fund Transfers
- c. Approval of Policies Revision of Non- Contract Employee HSA Benefits and New Employee Deposit Amounts Action
- d. Approval of 2017 Temporary Appropriations Action
- e. Approval of Property and Casualty Insurance Provider for 2017 Action
- f. Approval of COBRA Insurance Plan Agreement Action
- g. Approval of Agreement with Super Awesome Media, LLC, dba as Cerkl... Action
- h. Approval of Resignation and General Release Agreement..... Action
- i. Approval of Lease Renewal with Rumpke – 11865 Old Colerain..... Action
- j. Approval to continue the Terms and Conditions of the Current AFSCME Contract..... Action

11. Fiscal Officer's Report

- a. PNC Depository Application and Agreement
- b. Approval of Minutes

12. Executive Session - if needed

13. Adjournment

Resolution #61 -16

PUBLIC HEARING

Department: Building, Planning & Zoning

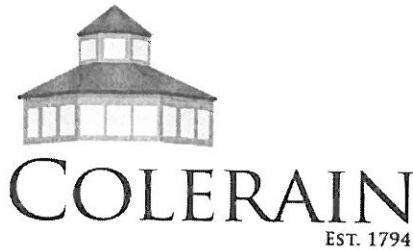
Department Head: Jenna M. LeCount, AICP

Zoning

- a. Public Hearing for a Zoning Map Amendment and Major Modification to a Preliminary Development Plan at 8386 Colerain Avenue for Case No. ZA1999-03.

Rationale:

The Colerain Township Zoning Commission recommended 5-0 to approve with five conditions and five variances the Zone Change Request and Major Modification to a Preliminary Development Plan at the Crossings of Colerain located at 8386 Colerain Avenue during the November 22, 2016 Regular Meeting. The applicant proposed to partially redevelop the Crossings of Colerain by requesting a Zone Change from B-2 to PD-B on a frontage parcel as well as a Major Modification to a Preliminary Development Plan to include this parcel in the redevelopment of an existing former Bigg's big-box store into a multi-tenant building. This redevelopment would include adding a 9,000SF restaurant/retail building and a 10,000SF medical office building within the existing parking area.



Staff Report: **Zone Map Amendment and Preliminary Development Plan**
Case #:ZA1999-03
Crossings of Colerain
8340 Colerain Avenue
December 13, 2016

Prepared By: Jenna M. LeCount, AICP
Director of Planning & Zoning

Project Summary:

The applicant proposed to partially redevelop the Crossings of Colerain by requesting a Zone Change from B-2 to PD-B on a frontage parcel as well as a Major Modification to a Preliminary Development Plan to include this parcel in the redevelopment of an existing former Bigg's big-box store into a multi-tenant building. This redevelopment would include adding a 9,000SF restaurant/retail building and a 10,000SF medical office building within the existing parking area.

Project History:

- Recommended Approval of Zone Change and Major Modification to a Preliminary Development Plan | Hamilton County Regional Planning Commission: November 3, 2016
- Recommended Approval of Zone Change and Major Modification to a Preliminary Development Plan | Colerain Township Zoning Commission: November 22, 2016

Previous History:

- Approval of Zone Change (to "EE" Planned Retail Business) | Rural Zoning Commission: February 18, 1988
- Final Development Plan | Rural Zoning Commission: Approved August 18, 1988
- Final Development Plan Minor Modification | Rural Zoning Commission: Approved December 15, 1988
- Final Development Plan Major Modification | Township Zoning Commission: Approved July 20, 1999
- Final Development Plan Minor Modification | Township Zoning Commission: Approved June 21, 2016

Conformance with Comprehensive Plan:

The site is located within the Comprehensive Plan Character Area 5: Colerain Avenue, which is described by the Colerain Avenue vision statement as an area that will continue to see signs of reinvestment and redevelopment and will be a quality commercial corridor for the region. It is the intention of the Township to take steps to work with property owners to help improve the curb appeal that will benefit both the value of property and the Township overall. The Comprehensive Plan identified that curb appeal continues to be an issue for many who would like to see new, lower signage, more greenspace and landscaping and improved appearances in older buildings. The Plan also notes that a key element in the future of Colerain Township will be encouraging the full redevelopment of underutilized sites and working with property owners to improve the appearance of their sites.

In addition, the Comprehensive Plan map identifies the site as commercial, and land use guidelines for Colerain Avenue further identify the area as appropriate for general commercial and office uses are appropriate provided they do not extend further to the east and west along the arterials feeding off Colerain Avenue. The proposed rezone and redevelopment of this shopping center is in conformance with the Comprehensive Plan.

Conformance with Land Use Plan:

The Land Use Map designates this area as General Retail which is defined as community and regional oriented business uses that tend to locate along highways with relatively high traffic volumes. Typically, this consists of commercial strips or self-contained community and regional retail centers. The proposed rezone and redevelopment of this shopping center is in conformance with the Land Use Plan.

Conformance with Zoning Resolution:

The site plan for the proposed Preliminary Development Plan appears to meet the minimum standards of the Colerain Township Zoning Resolution and the “PD-B” Planned Development Business District with the following exceptions:

Section 8.3 Site Development Standards – This section requires that the front yard setback be 50’ while the applicant is proposing 45.6 feet to match the setback of the existing building on the property. This section also requires Maximum Lot Coverage by Structures of 25% and a Maximum Impervious Surface Ratio of 75%. The applicant is proposing 28.6% lot coverage by structures and an 85.7% ISR.

Section 9.3.7 Common Open Space Requirements – This section requires 15% common open space for sites zoned “PD-B” and that this space be dedicated to a public or quasi-public entity for maintenance and responsibility. The applicant has not indicated the amount of open space on the site development plans.

Section 14.5.2 Lot Buffers – This section requires that the minimum lot buffer between this proposed development and the adjacent R-7 Zoning be a 40 feet. Immediately adjacent to the proposed 10,000 SF building is the well-established Groesbeck Park and a variance from this buffer requirement may be appropriate.

Other Agency Review:

Hamilton County Regional Planning Commission – The Regional Planning Commission voted 6-0 to recommend approval of the project for a Substantial Modification of an existing “PD-B” Planned Development Business District AND Zone Amendment from “B-2” General Business District to “PD-B” Planned Development Business, subject to the standard covenants for planned districts and the following conditions:

1. That 15% of the total lot area shall be dedicated common open space in accordance with Table 9-2 of the Zoning Resolution.
2. That a photometric plan in compliance with Section 12.9.4 of the Colerain Township Zoning Resolution shall be submitted as part of the Final Development Plan.
3. That sidewalks shall be constructed in accordance with Ohio Department of Transportation Standards along Colerain Avenue for the length of the site frontage.
4. That a wall sign plan in compliance with Section 15.8.3 of the Colerain Township Zoning Resolution shall be submitted for all three buildings as part of the Final Development Plan.

Hamilton County Stormwater & Infrastructure – No response.

Colerain Township Fire – No concerns.

Hamilton County GIS – No response.

Hamilton County Soil & Water Conservation District – Letter from Chey Alberto, PESD, attached to Staff records

ODOT – Letter from Thomas Makris, PE, MBA, attached to Staff Records

Hamilton County Engineer – Letter from Eric Beck, P.E., attached to Staff Records

Metropolitan Sewer District – Letter from Steven Parker, PE, attached to Staff Records

Discussion:

Per Section 4.5.3(A) of the Zoning Resolution, the following seven criteria should be satisfied before the approval of a PDP.

1.	The PD District and preliminary development plan are consistent with the adopted Colerain Township Land Use Plan and Colerain Township Comprehensive Plan;	The site is consistent with the Land Use Plan and the proposed development is generally consistent with the text and maps of the Comprehensive Plan.
2.	The proposed uses will have a beneficial effect on the community;	The proposed plan will provide needed improvements to the currently mostly vacant site and will provide much needed investment and redevelopment in the Groesbeck area.
3.	The internal streets and primary and secondary roads that are proposed properly interconnect with the surrounding existing road network.	The plan will provide for a lengthened entrance drive into the development and all access points with the road network are existing.
4.	The site will be accessible from public roads that are generally adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site will be adequate to serve the residents or occupants of the proposed development	The project is located on county roads and must satisfy requirements of the Hamilton County Engineer, including a traffic impact analysis report.
5.	The minimum common open space areas have been designated and shall be duly transferred to a legally established Homeowners Association, where applicable, or have been dedicated to, and accepted by, Colerain Township or another public or quasi-public agency as provided in Subsection 9.3.7 (Common Open Space).	Due to the specific characteristics of this site, staff does not recommend requiring the dedication of common open space. However, the applicant does not propose the designation of 15% of the site as common open space and approval should be conditioned on the appropriate designation.
6.	The preliminary development plan is consistent with the intent and purpose of this Resolution and, in particular, the furtherance of the purpose of the PD District as set forth in Section 9.3.1.	The implementation of the proposed Preliminary Development Plan for provide for flexibility in the zoning requirements where the result will be a higher quality development.

7.	The preliminary development plan has been transmitted to all other agencies and departments charged with responsibility of review.	The plan has been transmitted to all appropriate agencies for review.
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Recommendation:

The Final Development Plan will address landscaping, lighting, signage, parking, circulation and other design considerations. It is important to note that the Preliminary Development Plan addresses building locations, uses, density, intensity, yard requirements and area and frontage requirements.

The Colerain Township Zoning Commission recommends approval of the PDP with the following conditions and variances:

Conditions:

1. That sidewalks shall be constructed in accordance with Ohio Department of Transportation standards along Colerain Avenue for the length of the site frontage.
2. That a wall sign plan in compliance with Section 15.8.3 of the Colerain Township Zoning Resolution and the Variances granted at the June 21, 2016 Zoning Commission meeting, shall be submitted for all three buildings as part of the Final Development Plan.
3. The applicant must provide the required landscape plantings in parking areas and within the streetscape buffer yard along Colerain Avenue sufficient to meet Section 14.5.1 and 14.6 of the Colerain Township Zoning Resolution as part of the Final Development Plan.
4. The applicant must satisfy any requirements of the Hamilton County Engineer, such as right-of-way dedication and traffic impact analysis report.
5. All other Sections of the Colerain Township Zoning Resolution be met as part of the Final Development Plan.

Variances:

1. Section 8.3 – Site Development Standards – Applicant shall be permitted a variance from the Maximum Lot Coverage by Structures which is required to be 25% and the applicant is proposing 28.6%.
2. Section 8.3 – Site Development Standards – Applicant shall be permitted a variance from the Maximum Lot Coverage by Impervious Surfaces which is required to be 75% and the applicant is proposing to reduce this number from 88.98% to 85.70%.
3. Section 8.3 – Site Development Standards – Applicant shall be permitted a variance from the Minimum Yard Setbacks for the front yard which is required to be 50 feet from the right-of-way. The applicant is proposing to align a new building at the same setback as the existing building. This front setback is proposed to be 45.6 feet at its nearest to the Colerain Avenue right-of-way.
4. Section 9.3.7 – Applicant shall be permitted to forgo the 15% common open space and the requirement to dedicate common open space.
5. Section 14.5.2 – Lot Buffers – Applicant shall be permitted a variance from the 40-foot buffer yard requirement on the eastern portion of the property abutting Groesbeck Park.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of December, 2016 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Michael Inderhees, Greg Insko, Jeffrey F. Ritter

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

RESOLUTION NO. _____-16

Case No. ZA1999-03

8386 Colerain Avenue – Crossings of Colerain

Approval of a Zone Map Amendment and Major Modification to a Preliminary Development Plan
Parcel No.'s: 510-0060-0007, 510-0060-0008, 510-0060-0239, 510-0060-0249 – PD-B Planned District-Business

WHEREAS, the Applicant, Robert G. Rothert, Abercrombie & Associates, Inc., proposes a Zone Map Amendment and Major Modification to a Preliminary Development Plan; and,

WHEREAS, the Hamilton County Regional Planning Commission heard the case, and on November 3, 2016, voted unanimously to recommend approval of the requested Zone Map Amendment and Major Modification to a Preliminary Development Plan; and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the case on November 22, 2016, and after consideration of the recommendation of the Regional Planning Commission, and all public comments, exhibits, and other materials submitted, voted unanimously to recommend approval of the application for a Zone Map Amendment and Major Modification to a Preliminary Development Plan with conditions and variances; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on December 13, 2016, and after consideration of the recommendation of the Regional Planning Commission, the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted _____ to approve the application for a Zone Map Amendment and Major Modification to a Preliminary Development Plan with conditions and variances as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees accepts the recommendation of the Colerain Township Zoning Commission for a Zone Map Amendment and Major Modification to a Preliminary Development Plan, and that the Board of Trustees does hereby approve the request for parcels 510-0060-0007, 510-0060-0008, 510-0060-0239, 510-0060-0249 as PD-B Planned District Business, for the reason that the Zone Map Amendment and Major Modification to a Preliminary Development Plan would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and,

BE IT FURTHER RESOLVED that the Final Development Plan shall be subject to the conditions set forth below:

1. Final Development Plan

1.1 The Zoning Resolution, required site plans or drawings, terms, covenants and conditions of

approval which are depicted or noted on the Final Development Plan or contained in this Resolution are to be considered complimentary and what is required by one shall be as binding as if required by all.

1.2 No Final Development Plan shall be approved by the Colerain Township Zoning Commission before:

- A. detailed plans for grading, landscaping (indicating quality/quantity), exterior lighting and freestanding signs are submitted;
- B. all other “Requirements for Submission” of the Final Development Plans have been satisfactorily met;
- C. the Final Development Plan complies with the intent of this Resolution, the Zoning Resolution, the Preliminary Development Plan and all other complementary regulations and documents;
- D. the Final Development Plan complies with site plan recommendations of applicable development review agencies;
- E. the Final Development Plan complies with the following additional conditions or standards:

Conditions:

- 1. That sidewalks shall be constructed in accordance with Ohio Department of Transportation standards along Colerain Avenue for the length of the site frontage.
- 2. That a wall sign plan in compliance with Section 15.8.3 of the Colerain Township Zoning Resolution and the Variances granted at the June 21, 2016 Zoning Commission meeting, shall be submitted for all three buildings as part of the Final Development Plan.
- 3. The applicant must provide the required landscape plantings in parking areas and within the streetscape buffer yard along Colerain Avenue sufficient to meet Section 14.5.1 and 14.6 of the Colerain Township Zoning Resolution as part of the Final Development Plan.
- 4. The applicant must satisfy any requirements of the Hamilton County Engineer, such as right-of-way dedication and traffic impact analysis report.
- 5. All other Sections of the Colerain Township Zoning Resolution be met as part of the Final Development Plan.

Variances:

- 1. Section 8.3 – Site Development Standards – Applicant shall be permitted a variance from the Maximum Lot Coverage by Structures which is required to be 25% and the applicant is proposing 28.6%.
- 2. Section 8.3 – Site Development Standards – Applicant shall be permitted a variance from the Maximum Lot Coverage by Impervious Surfaces which is required to be 75% and the applicant is proposing to reduce this number from 88.98% to 85.70%.
- 3. Section 8.3 – Site Development Standards – Applicant shall be permitted a variance

from the Minimum Yard Setbacks for the front yard which is required to be 50 feet from the right-of-way. The applicant is proposing to align a new building at the same setback as the existing building. This front setback is proposed to be 45.6 feet at its nearest to the Colerain Avenue right-of-way.

4. Section 9.3.7 – Applicant shall be permitted to forgo the 15% common open space and the requirement to dedicate common open space.
5. Section 14.5.2 – Lot Buffers – Applicant shall be permitted a variance from the 40-foot buffer yard requirement on the eastern portion of the property abutting Groesbeck Park.

2. Construction Permits

2.1 No Zoning Certificate shall be issued by the Office of the Zoning Administrator before:

- A. A Final Development Plan in compliance with Section 1 above, has been received and approved by the Colerain Township Zoning Commission, and
- B. Construction documents submitted for permit are fully coordinated and consistent with the approved Final Development Plan.

2.2 No building permit for actual construction shall be issued by the Department of the Building Commissioner before a Zoning Certificate is received from the Colerain Township Zoning Administrator.

3. Maintenance of Improvements

3.1 All aspects of this development including property improvements, landscaping, ground cover, etc. as required in the specifications, covenants, conditions, requirements, and limitations of the Final Development Plan and/or contained in this Resolution shall be continually maintained by the owner of the property until the development ceases to exist. Enforcement shall be by the Office of the Colerain Township Zoning Inspector, with all discrepancies being considered Zoning Resolution violations.

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

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

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

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

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

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

Vote Record: Mr. Inderhees_____, Mr. Insko_____, Mr. Ritter_____

ADOPTED this 13th day of December, 2016.

BOARD OF TRUSTEES:

Michael Inderhees, Trustee

Greg Insko, Trustee

Jeffrey F. Ritter, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Scott A. Sollmann (0081467)
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 13th day of December, 2016.

Heather E. Harlow
Colerain Township Fiscal Officer

NEW BUSINESS

Department: Colerain Police Department

Department Head: Mark Denney, Chief of Police

Police

a. Appointment of Two Police Officers

Rationale:

Requesting the Board's approval to fill two police officer vacancies created through the resignation of Neil Millikin and the retirement of David Hubbard. These are existing positions and the starting rate of pay is \$52,000.

The Police Department is currently conducting a selection process and will have two candidates to present to the Board when they are selected. The anticipated starting date is January 1, 2017.

Backfilling these positions under the new pay scale creates a savings of approximately \$30,000.

b. Promotion of Sergeant

c. Renewal of Personal Services Contract with James Love

Rationale:

The current agreement for personal services as Police Department Public Information Officer expires on 12/31/2016. The terms of this renewal are the same as the current agreement.

d. Donation Acceptance

Rationale:

\$300.00 donation to the Police Department in memory of Julie Stockelman for the Colerain Police K9 and QRT.

PERSONAL SERVICES AGREEMENT COLERAIN TOWNSHIP CONSULTANT

This agreement is made and entered into this 1st day of December, 2016, by and between Colerain Township, Hamilton County, Ohio, 4200 Springdale Road Colerain Township, OH 45251, and James Love, hereafter referred to as "Contractor"

TERM

1.01 This agreement shall be effective upon execution by both parties. The term of this agreement will be from January 1, 2017 to December 31, 2017.

SERVICES

2.01 The Contractor shall serve as a consultant to Colerain Township with respect to serving as the Public Information Officer (PIO) for the Police Department.

COMPENSATION

3.01 The Contractor shall receive compensation of \$953.00 per month for the performance of his duties as PIO

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

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

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

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

TERMINATION

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

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

COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

By: _____
Contractor

Date: _____

By: _____
Township Administrator

Date: _____

NEW BUSINESS

Department: Colerain Township Department of Fire & Emergency Medical Services

Department Head: Frank Cook, Chief of Department

Colerain Township Department of Fire & Emergency Medical Services

a. Fire Department Services Contract Renewal

Action:

Recommendation to renew the contractual agreement to provide emergency medical first response to the Pleasant Run Farms neighborhood of Springfield Township.

Rationale:

The agreement between Springfield Township and Colerain Township is for the provision of first-responder emergency medical services into Springfield Township's Pleasant Run Farms neighborhood in the amount of \$65,000.00 annually from January 1, 2017 thru December 31, 2019.

b. Part-Time Employees Recommendation

Action:

Authorize the hiring of the following *part-time* firefighter (Ffr.) -emergency medical technician (EMT) basics and paramedics at the specified hourly rates of pay effective Sunday, December 18th, 2016:

• Steve Hendrickson, Ffr. EMT	\$14.22
• Andrew Thieken, Ffr. EMT	\$14.22
• Vincent Heilmayer, Paramedic	\$15.62
• Rebecca Minges, Paramedic	\$15.62
• Amber Francias, Paramedic	\$15.62
• Landen Klaber, Ffr. EMT	\$14.22

Rationale:

The abovementioned recommended part-time employee candidates are requested to fill vacant positions.

c. Approval to Purchase Replacement Ambulance

Action:

Request the Board's approval to purchase one 2017 Ford E450 chassis from Fuller Ford of Cincinnati, OH at a cost of \$29,816.50 for installation of a new custom manufactured ambulance body by Braun Industries, Inc. of Van Wert, OH

NEW BUSINESS

at a cost of \$155,853.00. Total cost for the project is \$185,669.50 using State of Ohio procurement pricing.

Rationale:

The proposed 2017 ambulance will replace a 20 year-old 1997 Horton Ambulance with a 139,000 miles that has been a reserve vehicle for the past several years. This vehicle was originally scheduled for trade-in during 2005, but held for use as a reserve ambulance. As with any vehicle of this age and the type of service it's provided, it has entered a period that requires increased maintenance and cost to maintain its reliability and serviceability.

This vehicle is included as part of the Fire Department's 2017 Capital Budget plan.

d. Donation Acceptance

Action:

Recommend acceptance of a \$100.00 cash donation.

Rationale:

The recommendation to accept a monetary donation from Mr. Chuck Kalous, township resident in appreciation of fire and emergency medical services.

Action:

Recommend acceptance of a \$225.00 cash donation.

Rationale:

The recommendation to accept a monetary donation from Mr. Randall L. Hormann, of Campus Fire Safety Com, LLC, 11711 Princeton Pike, Suite 341, PMB 313, Cincinnati, OH 45246 for fire department training and education.

Memorandum

To: Frank Cook
From: Mike Adler
Date: 12/5/2016
Re: New 2017 Braun Ambulance

Chief,

This is a proposal for the replacement of unit# 403 a 1997 Horton ambulance.

I am proposing to purchase, one new 2017 Braun manufactured ambulances from the State of Ohio contract, replacing the 1997 Horton unit that was supposed to be traded in and was held over as spares from the purchase of ambulances in 2005. By replacing this spare unit and establishing a schedule of remounting over several years for the rest of the fleet, we will be able to responsibly bring our fleet back up to par and save the taxpayers several thousands of dollars in the process.

I am able to purchase the chassis from Fuller Ford and have it drop shipped to Braun just like we do with the remount units. This is the first time we are able to do this with a new unit. This saves us thousands of dollars and we are able to get the life time oil changes which also saves us thousands of dollars over the life of the unit.

The chassis price from Fuller Ford is \$29,816.50 and the price from Braun for the body is \$155,853.00 for a total of \$185,669.50. If we do not order this unit before December 31, 2016 there will be a 3 to 4% increase which is right at \$7,500.00 more.

Please let me know if any other information is need and to proceed forward with ordering this unit.

Thanks,

Mike Adler
Fleet Manager

CAMPUS FIRE SAFETY COM, LLC

RANDALL L. HORMANN
11711 PRINCETON PIKE SUITE 341, PMB 313
CINCINNATI, OHIO 45246
(1-800-) 771-3403

25-216-440

1414

E2S[®] Check Fraud
Protection for Business

DATE

11/10/16

PAY TO THE
ORDER OF

Coleman Twp F.D.

\$ 225^{xx}

two hundred twenty five ^{xx}
100

DOLLARS



Security Features
Included
Details on Back



FIFTH THIRD BANK

MEMO

Charter Use CFE?

[Signature]

MP

NEW BUSINESS

Department: Public Services Department

Department Head: Tom Bosarge

Public Services

- a. Recommend motion to approve the identification of candidates for employment with Public Services

Rationale:

See attached memorandum.

MEMORANDUM

To: Colerain Township Trustees & Administration

From: Tom Bosarge, Director of Public Services

Date: December 8, 2016

Re: OPWC District 2 SCIP Funding Round 31 – 2016

Colerain Township applied for and was awarded State Capital Improvement Program (SCIP) funding for all three projects requested. We learned that Resolution 22-16 passed by the Trustees reserving 50% of revenue from the Solid Waste Community host fee for road projects provided a score multiplier that markedly improved our score for receiving funding.

These projects will be funded with 50% grant money and 50% loans provided by the State of Ohio at 0% interest repayable over 20 years. The total costs for all three projects is \$7,872,000 with \$3,936,000 paid by grants. The remaining \$3,936,000 will be repaid over 20 years with 2 payments per year of \$98,400 (\$196,000 annually).

To fund as many projects as possible, the Ohio Public Works Commission (OPWC) District 2 Integrating Committee decided to split the disbursement of funds: half of the awarded funds will be disbursed in July 2017 and half the following July as part of Round 32 – Program Year 2018 SCIP Funding. The Township does not need to reapply for Round 32 and our project rankings will remain in place. Colerain Townships projects ranked 3rd, 4th and 8th out of top 16 projects receiving funds.

Beginning in 2017 we will work with an engineering firm to develop the build specifications for each project. The specifications will be put together and will go out for bid in the fall of 2017. Bids will be awarded and construction will take place during the Spring and Summer of 2018 to be completed in fall of 2018.

The largest project, Royal Heights Subdivision ranked 3rd on the list and has a project cost of \$5,022,000. Given the age of the subdivision, we're working with Greater Cincinnati Water Works to replace the water mains in the subdivision as part of this project. GCWW will pay for the replacement of the water mains.

In addition to getting new water mains, the subdivision will get a full depth road replacement (brand new roads, not just resurfaced), new curbs and driveway aprons, new storm water catch basins, replacing storm pipes as needed and replace sidewalks with any remaining money.

The old infrastructure of this neighborhood will be completely removed and replaced with the newest and best materials available.

The streets to be replaced are:

Jackies Dr. to Barthas Place

Lyness Dr. from Jackies to Barthas Place

Royal Heights Dr. from Barthas Place to the cul-de-sac

Barthas Place to Hennge Dr.

Hennge Dr. to Royal Heights Dr.

The 4th ranked project will cost \$1,525,000 and will be a full depth road replacement of Acre Dr. from Banning Rd. to Byrneside Dr. and will include Gardenia Ln. A portion of Acre will also have the older water main replaced as well as new catch basins, new curbs and new driveway aprons for the residents. Storm pipes will be replaced as needed.

The final project will be a full depth road replacement of Byrneside Dr. from Colerain Ave. to Memory Ln. and will cost \$1,325,000. The water main will be replaced along with the catch basins, curbs and driveway aprons. Storm pipes will be replaced as needed.

MEMORANDUM

To: Colerain Township Trustees & Administration

From: Tom Bosarge, Director of Public Services

Date: December 8, 2016

Re: Request to identify replacement employees

I request authority from the Board to identify four replacement employees to be hired after the successful negotiation of the 2017 – 2019 bargaining agreement.

Since 2010 the Public Services Department has reduced staffing by 11 employees, a 55% reduction.

This has negatively impacted the department's ability to operate effectively and efficiently.

Two employees will be hired as parks specialty employees. With my promotion and the passing of Joe Molter this year, the parks division is down four employees in the past three years.

Two employees will be hired as road specialty employees. With Joe Siefert's and Steve Sayre's retirements this year, a total of seven roads specialty employees have retired and not replaced since 2010.

NEW BUSINESS

Department: Building, Planning & Zoning

Department Head: Jenna M. LeCount, AICP

Planning and Zoning Department

- a. Request to Approve Resolution to waive the sidewalk requirement for the property located at 11770 Pippin Road and accept a fee in lieu of sidewalks in the amount of \$25,200.00.

Rationale:

In September of 2016, the Northwest Local School District presented plans for the development of a new school building to the Colerain Township Board of Zoning Appeals for approval of a conditional use zoning permit. Todd Bowling, Superintendent with the Northwest Local School District has requested the approval to waive the requirement (per Section 13.4.2B of the Zoning Resolution) to install 840 feet of sidewalks along Pippin Road with the construction of the new Pleasant Run Elementary School. The approval of this waiver would require the payment of a fee in lieu of sidewalks in the amount of \$25,200.00 to be paid into the Colerain Township Sidewalk Fund.

- b. Request to Approve Resolution to waive the sidewalk requirement for the property located at 5700 Springdale Road and accept a fee in lieu of sidewalks in the amount of \$11,580.00

Rationale:

In June of 2016, Jeff Oberjohann, owner of Soccer City, applied for a zoning certificate to construct a new facility to expand his existing operations for private recreational facilities. Mr. Oberjohann is requesting the approval to waive the requirement (per Section 13.4.2B of the Zoning Resolution) to install 386 feet of sidewalks along Springdale Road with the construction of the new facility. The approval of this waiver would require the payment of a fee in lieu of sidewalks in the amount of \$11,580.00 to be paid into the Colerain Township Sidewalk Fund.

- c. Request to approve three appointments to the Board of Zoning Appeals due to the expiration of terms and a previously unfilled open position.

Action:

It is requested that Alternate Board Member Alis  Wilson be appointed into the primary Board Member position 5-year term which will expire December 31, 2021

It is requested that Board Member Ron Roberto be appointed into the Alternate Board Member position 2-year term which will expire December 31, 2018.

NEW BUSINESS

It is requested that Sam Hill be appointed into the previously unfilled (open) position of Alternate Board Member position 2-year term which will expire December 31, 2017. Note: Mr. Hill would be finishing out the second year of a two-year term.

- d. Request to approve two appointments to the Zoning Commission due to the expiration of term and a previously unfilled open position.

Action:

It is requested that Board Member Al Grote be renewed into the primary Board Member position 5-year term which will expire December 31, 2021.

It is requested that Garrett Pace be appointed into the previously unfilled (open) position of Alternate Board Member position 2-year term which will expire December 31, 2018.

- e. Request approval of the 2017 Planning & Zoning Fee Schedule

Rationale:

The proposed fee schedule for 2017 includes two changes. Due to a text amendment approval in 2016 to add an Administrative Modification approvals process to the review and approval of planned districts, it is requested to add a corresponding fee of \$150 to the schedule. Additionally, the fee schedule has been modified to reflect a \$30 fee for Legal Notice for Public Hearings. This fee more accurately represents the cost of this service than the previous fee of \$25.

- f. Request for Public Hearing to be set for a Zoning Map Amendment at 9869 Colerain Avenue for Case No. ZA2016-08 on January 10, 2017 at 6:00PM

Rationale:

The Colerain Township Zoning Commission is expected to make a recommendation on the Preliminary Development Plan request for a Raising Canes on the property located at 9869 Colerain Avenue at their December 20, 2016 regular meeting. This Preliminary Development Plan would require a public hearing to be held in front of this Board of Trustees within 30 days of the recommendation.

APPLICATION FOR SIDEWALK WAIVER
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251

In accordance with Colerain Township Resolution 13-06, anyone required to construct sidewalks under the 1993 Sidewalk Plan may request a waiver to this requirement from the Board of Trustees. If the waiver is granted, the applicant shall then make a deposit in lieu of construction to the Colerain Township Sidewalk Fund in the amount of 80% of the estimated cost of sidewalk construction.

Case/Permit No.: _____ Date: 10/7/2016

Township: Colerain Book: 510 Page: 0012 Parcel(s): 0019 - 90

Physical location of property (address or brief description if no address assigned):

11770 PIPPIN ROAD

THE NEW SCHOOL IS PROPOSED TO THE EAST OF THE MIDDLE SCHOOL.

Length of sidewalk to be waived: 840'

Five copies of a plot plan highlighting the area of the sidewalk waiver request must be attached to this application, and a jpeg or pdf version should be sent to jlecount@colerain.org.

Reason for waiver: TO ALLOW THE NORTHWEST SCHOOL DISTRICT TO ALLOCATE THE FUNDS TO PURCHASE BETTER EDUCATIONAL EQUIPMENT IN THE NEW SCHOOL.

Amount of payment in lieu of sidewalk: \$25,200.00
(total lineal feet of sidewalk to be waived X \$30/ft)

Name of Applicant: NORTHWEST LOCAL SCHOOL DISTRICT (ATTN: CHRIS MCKEE)

Telephone No.: (513) 923-1000 x 3904 Email Address: cmckee@nwlsd.org

Address: 3240 BANNING ROAD

City: CINCINNATI State: OH Zip: 45239

*Name of Owner(s): NORTHWEST LOCAL SCHOOL DISTRICT (ATTN: CHRIS MCKEE)

Telephone No.: (513) 923-1000 Email Address: cmckee@nwlsd.org

Address: 3240 BANNING ROAD

City: CINCINNATI State: OH Zip: 45239

Signatures:

Applicant: [Signature] Date: 10/7/16

*Owner: [Signature] Date: 10/7/16

*Owner: [Signature] Date: 10/7/16

*Although the Applicant need not be the same as the Owner(s), the Owner(s) shall co-sign a waiver request.

Office use only	Date of Hearing:	Date of Deposit:
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3240 Banning Road
Cincinnati, OH 45239
(513) 923-1000
www.nwlsd.org

Pam Detzel, President
Bob Engel, Vice President
Jim Detzel, Member
Michael Harlow, Member
Chris Heather, Member

BOARD

Todd Bowling, Superintendent
Amy M. Wells CPA, CBM, CFO/Treasurer

To whom it may concern:

As you know, the Northwest Local School District is excited to construct three new, state of the art elementary schools within Colerain Township. These schools will bring great value to the community, new hi-tech learning capabilities, as well as add curb appeal. Each of the schools will be replacing existing, outdated facilities.

We understand you have a requirement in the zoning resolution under section 13.4.2 (B) stating sidewalks are to be installed within the right of way for the full length of street frontage. We are requesting a waiver for the 5' wide sidewalk along the frontage on Pippin Road for the new Pleasant Run Elementary School. The total length of sidewalk that would be required is approximately 840 linear feet. Based on the August 9, 2016 approval of Resolution 40-16, the cost of this waiver would be \$30 x 840 linear feet totaling \$25,200.

During our Board of Zoning Appeals hearing on September 28, 2016, the Board mentioned the possibility of the Trustees waiving this fee. The Northwest Local School District would like to ask for your consideration of waiving the \$25,200 fee. Our justification for this request comes from the desire to appropriate these funds to increase the educational technology available inside the new facilities for the children of Northwest Local Schools. The Pleasant Run Middle School currently resides on this property as well and will continue to do so. Due to the new school being constructed in the rear of the existing middle school, we feel that the need for this sidewalk is minimal. Currently, there is sidewalk connectivity to the south and north at this location. These sidewalks were added to the site nearly 20 years ago in response to concerns raised by the community and township for connectivity to existing sidewalks in the area. Over the years they have provided safe access to existing sidewalks on Pippin Rd and the adjacent neighborhood to the north. The installation of these sidewalks were completed in collaboration with the township and totally funded by the district. The existing sidewalk connectivity will remain in place after the new facility is constructed.

While we understand the importance of the sidewalks to the Colerain Township Community, we ask that you consider our request to enable Northwest Local School District to allocate the sidewalk fee to purchase higher level technology, thus increasing the level of education that can be offered to the students of Northwest Local Schools.

Sincerely,

Todd Bowling
Superintendent

Cc: File
Board of Education
Chris McKee

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of December, 2016, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Jeffrey F. Ritter, Greg Insko, Michael Inderhees

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

RESOLUTION NO. _____-16

RESOLUTION APPROVING APPLICATION FOR SIDEWALK WAIVER

WHEREAS, on May 11, 1993, the Board of Trustees, by unanimous vote, approved a motion to require sidewalks in all new subdivisions; and

WHEREAS, on September 14, 1993, the Board of Trustees adopted, by Resolution, a “Plan for Sidewalks in Colerain Township” (the “Original 1993 Sidewalk Plan”) which stated the specific Township policy that “Sidewalks should be installed on both sides of all public streets in Colerain Township prior to approval of any subdivision Record Plat. This requirement should be on all township, county, and state roads”; and

WHEREAS, the Board of Trustees supplemented and amended the Original 1993 Sidewalk Plan on March 14, 2006, via Resolution 13-06 in a number of ways including, but not limited to, allowing a developer to make a request to the Board of Trustees with respect to a waiver or relief from the requirements of the Township’s Sidewalk Plan that would be determined on a case by case basis; and

WHEREAS, the Board of Trustees supplemented and amended the Original 1993 Sidewalk Plan on March 14, 2006, via Resolution 13-40 in a number of ways including, but not limited to, amending the waiver formula; and

WHEREAS, Northwest Local School District, an entity involved in the development of a new school located in Colerain Township, has submitted an application for sidewalk waiver with the Colerain Zoning Commission on October 7, 2016, with respect to an area along 11770 Pippin Road requesting that 840 feet of sidewalk be waived;

WHEREAS, Northwest Local School District requests the aforementioned waiver as the 840 feet portion of sidewalk at issue because it would run along Pippin Road where there is no other sidewalk in the area currently or planned in the foreseeable future, where the sidewalk at issue would not be able to connect to any other sidewalk, and the creation of such sidewalk at issue would be dangerous and create a safety issue for the public.

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES, __ members elected thereto concurring:

1. That the Board of Trustees has reviewed developer, Northwest Local School District’s, request for sidewalk waiver and considered the following issues as they relate to this specific case:

- a. Whether the proposed sidewalk would be unreasonably difficult or expensive to install because of the topography or other physical conditions at the site of the proposed installation.

- b. The degree to which safety and public convenience would be improved if the required sidewalk were installed at the then current time, regardless of the difficulty or expense of the installation.
- c. The availability of other sidewalks across the roadway from the development for which the waiver, variance, or other relief is sought.
- d. Whether there are other sidewalks or other pedestrian walkways in the vicinity of the proposed development to which the required sidewalk would likely connect in the foreseeable future by extension of sidewalks through the area(s) between the project site and the end of the existing sidewalk.
- e. Any other reason which the Board may consider consistent with the goals and objectives set out in this resolution.

2. The Board finds that in considering the aforementioned issues and evidence in this case, that factors including, but not limited to, a lack of other connecting sidewalk in the surrounding area, the lack of foreseeable nearby sidewalk existing in the near future to which this sidewalk would connect, and the reality that the placement of such sidewalk would create a safety issue to the public due to the amount of vehicle traffic that runs along that portion of Pippin Road combines with the lack of pedestrian traffic that exists in such area due to no sidewalks existing, that the Board approves developer, Northwest Local School District's, request for sidewalk waiver consisting of the aforementioned 840 feet portion of sidewalk as detailed above and delineated in Exhibit "A" attached hereto.

3. The Board orders that pursuant to Township's current Sidewalk Plan the developer, Northwest Local School District, shall deposit with the Township Fiscal Officer an amount of twenty five thousand and two hundred dollars (**\$25,200.00**) as calculated according to the following formula: *Deposit = total lineal feet of sidewalk waived x \$30.00/ft* and that such monies shall be deposited by the Fiscal Officer into the Township's "Sidewalk Fund" to be reserved and utilized by the Township according to the Sidewalk Plan for future maintenance of township sidewalks.

4. The Board orders the staff to notify the Hamilton County Regional Planning Commission of this particular waiver granted under the Township's Sidewalk Plan.

5. 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

6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

7. This Resolution shall take effect on the earliest date permitted by law.

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

Vote Record: Mr. Ritter _____, Mr. Insco _____, Mr. Inderhees _____

ADOPTED this ____ day of December, 2016.

BOARD OF TRUSTEES:

Jeffrey F. Ritter, Trustee

Greg Insco, Trustee

Michael Inderhees, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Scott A. Sollmann (0081467)
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 December, 2016.

Heather E. Harlow,
Colerain Township Fiscal Officer

APPLICATION FOR SIDEWALK WAIVER
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251

In accordance with Colerain Township Resolution 13-06, anyone required to construct sidewalks under the 1993 Sidewalk Plan may request a waiver to this requirement from the Board of Trustees. If the waiver is granted, the applicant shall then make a deposit in lieu of construction to the Colerain Township Sidewalk Fund in the amount of 80% of the estimated cost of sidewalk construction.

Case/Permit No.: 72116-0244 Date: 11-8-16

Township: Colerain Book: 510 Page: 230 Parcel(s): 00189

Physical location of property (address or brief description if no address assigned):

5700 Springdale Rd
Cincinnati OH 45247

Length of sidewalk to be waived: 386'

Five copies of a plot plan highlighting the area of the sidewalk waiver request must be attached to this application, and a jpeg or pdf version should be sent to jlecount@colerain.org.

Reason for waiver: no other sidewalks present and would prefer
to keep pattern away from busy Springdale

Amount of payment in lieu of sidewalk: \$11,580
(total lineal feet of sidewalk to be waived X \$30/ft)

Name of Applicant: Oberlander LLC, Soccer City LLC Jeff Oberghman

Telephone No.: 513 616-4622 Email Address: jeff@oberlanderllc.com

Address: 6152 Rose Petal Dr.

City: Cincinnati State: OH Zip: 45247

*Name of Owner(s): Oberlander LLC

Telephone No.: 513 616-4622 Email Address: jeff@oberlanderllc.com

Address: 6152 Rose Petal Dr.

City: Cincinnati State: OH Zip: 45247

Signatures:

Applicant: Jeff Oberghman Date: 11-8-16

*Owner: [Signature] Date: 11-8-16

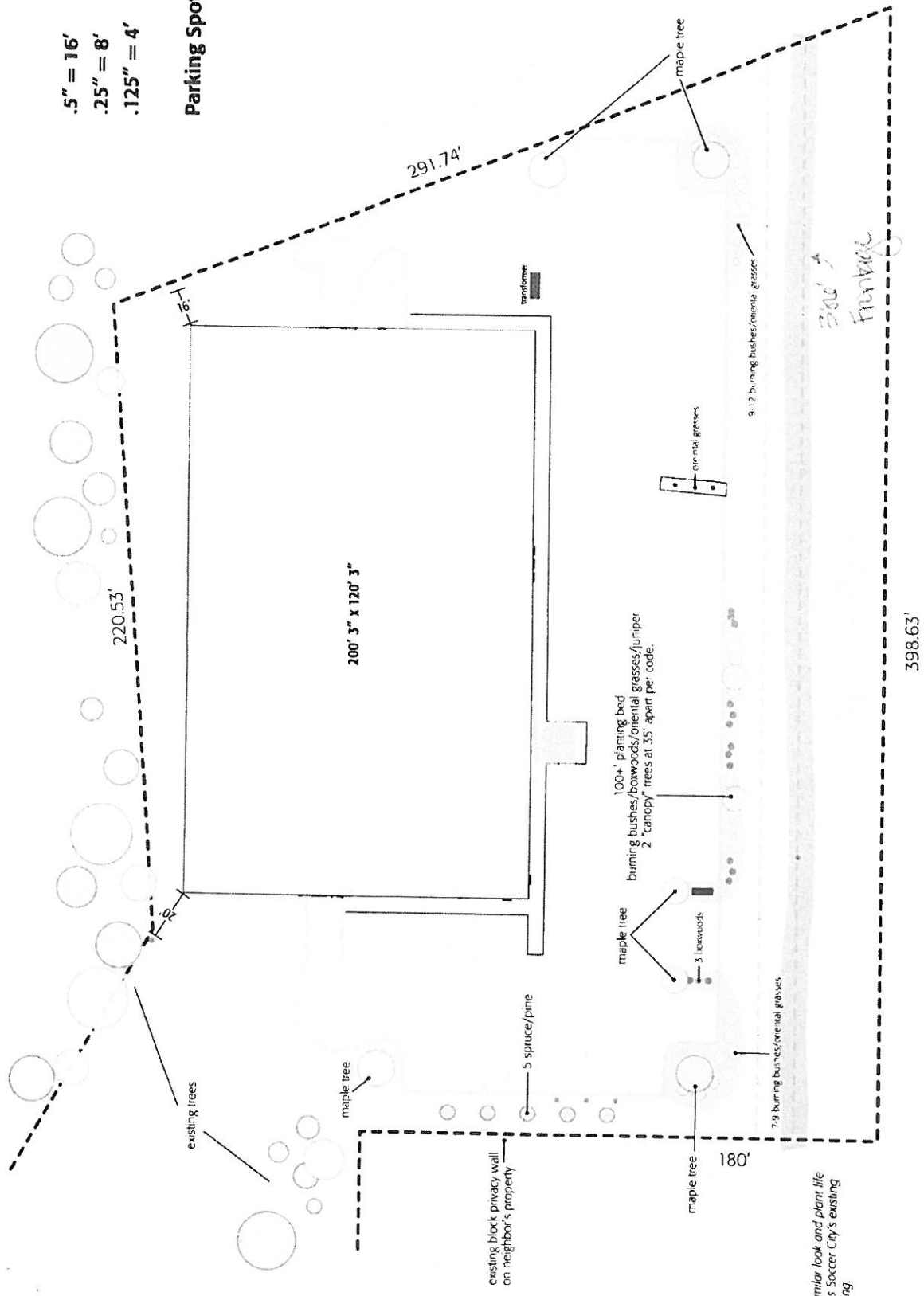
*Owner: _____ Date: _____

*Although the Applicant need not be the same as the Owner(s), the Owner(s) shall co-sign a waiver request.

Office use only	Date of Hearing:	Date of Deposit:
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.5" = 16'
 .25" = 8'
 .125" = 4'

Parking Spots: 75



NOTE: Similar look and plant life choices as Soccer City's existing landscaping.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of December, 2016, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Jeffrey F. Ritter, Greg Insko, Michael Inderhees

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

RESOLUTION NO. _____ -16

RESOLUTION APPROVING APPLICATION FOR SIDEWALK WAIVER

WHEREAS, on May 11, 1993, the Board of Trustees, by unanimous vote, approved a motion to require sidewalks in all new subdivisions; and

WHEREAS, on September 14, 1993, the Board of Trustees adopted, by Resolution, a "Plan for Sidewalks in Colerain Township" (the "Original 1993 Sidewalk Plan") which stated the specific Township policy that "Sidewalks should be installed on both sides of all public streets in Colerain Township prior to approval of any subdivision Record Plat. This requirement should be on all township, county, and state roads"; and

WHEREAS, the Board of Trustees supplemented and amended the Original 1993 Sidewalk Plan on March 14, 2006, via Resolution 13-06 in a number of ways including, but not limited to, allowing a developer to make a request to the Board of Trustees with respect to a waiver or relief from the requirements of the Township's Sidewalk Plan that would be determined on a case by case basis; and

WHEREAS, the Board of Trustees supplemented and amended the Original 1993 Sidewalk Plan on March 14, 2006, via Resolution 13-40 in a number of ways including, but not limited to, amending the waiver formula; and

WHEREAS, Northwest Local School District, an entity involved in the development of a new school located in Colerain Township, has submitted an application for sidewalk waiver with the Colerain Zoning Commission on November 8, 2016, with respect to an area along 5700 Springdale Road requesting that 386 feet of sidewalk be waived;

WHEREAS, Jeff Oberjohann requests the aforementioned waiver as the 386 feet portion of sidewalk at issue because it would run along Springdale Road where there is no other sidewalk in the area currently or planned in the foreseeable future, where the sidewalk at issue would not be able to connect to any other sidewalk, and the creation of such sidewalk at issue would be dangerous and create a safety issue for the public.

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES, __ members elected thereto concurring:

1. That the Board of Trustees has reviewed developer, Jeff Oberjohann's, request for sidewalk waiver and considered the following issues as they relate to this specific case:

- a. Whether the proposed sidewalk would be unreasonably difficult or expensive to install because of the topography or other physical conditions at the site of the proposed installation.

- b. The degree to which safety and public convenience would be improved if the required sidewalk were installed at the then current time, regardless of the difficulty or expense of the installation.
- c. The availability of other sidewalks across the roadway from the development for which the waiver, variance, or other relief is sought.
- d. Whether there are other sidewalks or other pedestrian walkways in the vicinity of the proposed development to which the required sidewalk would likely connect in the foreseeable future by extension of sidewalks through the area(s) between the project site and the end of the existing sidewalk.
- e. Any other reason which the Board may consider consistent with the goals and objectives set out in this resolution.

2. The Board finds that in considering the aforementioned issues and evidence in this case, that factors including, but not limited to, a lack of other connecting sidewalk in the surrounding area, the lack of foreseeable nearby sidewalk existing in the near future to which this sidewalk would connect, and the reality that the placement of such sidewalk would create a safety issue to the public due to the amount of vehicle traffic that runs along that portion of Springdale Road combines with the lack of pedestrian traffic that exists in such area due to no sidewalks existing, that the Board approves developer, Jeff Oberjohann's, request for sidewalk waiver consisting of the aforementioned 386 feet portion of sidewalk as detailed above and delineated in Exhibit "A" attached hereto.

3. The Board orders that pursuant to Township's current Sidewalk Plan the developer, Jeff Oberjohann, shall deposit with the Township Fiscal Officer an amount of eleven thousand five hundred eighty dollars (**\$11,580.00**) as calculated according to the following formula: *Deposit = total lineal feet of sidewalk waived x \$30.00/ft* and that such monies shall be deposited by the Fiscal Officer into the Township's "Sidewalk Fund" to be reserved and utilized by the Township according to the Sidewalk Plan for future maintenance of township sidewalks.

4. The Board orders the staff to notify the Hamilton County Regional Planning Commission of this particular waiver granted under the Township's Sidewalk Plan.

5. 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

6. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

7. This Resolution shall take effect on the earliest date permitted by law.

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

Vote Record: Mr. Ritter _____, Mr. Insko _____, Mr. Inderhees _____

ADOPTED this ____ day of December, 2016.

BOARD OF TRUSTEES:

Jeffrey F. Ritter, Trustee

Greg Insko, Trustee

Michael Inderhees, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Scott A. Sollmann (0081467)
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 December, 2016.

Heather E. Harlow,
Colerain Township Fiscal Officer



COLERAIN TOWNSHIP PLANNING & ZONING FEE SCHEDULE
EFFECTIVE 1/1/2017

ZONING CERTIFICATE TYPE

FEE

RESIDENTIAL ZONE DISTRICTS:

SINGLE FAMILY DWELLING	\$350 PER STRUCTURE
MULTI-FAMILY DWELLING	\$350 PER STRUCTURE + \$50/UNIT
ADDITIONS TO RESIDENTIAL DWELLING	\$150
DETACHED GARAGES, SHEDS, ACCESSORY OR TEMPORARY STRUCTURES	\$35
SWIMMING POOLS (ABOVE OR BELOW GROUND)	\$100
FENCES, DECKS, WALLS, NEW/EXPANDED DRIVEWAYS, ANTENNA TOWERS	\$35
ALTERATIONS OR REPAIRS OF DWELLING	\$50
HOME OCCUPATIONS, SATELLITE DISHES, OUTDOOR WOOD BOILERS, SOLAR PANELS	\$50

NON-RESIDENTIAL ZONE DISTRICTS:

BUILDINGS:

5,000 SQUARE FEET OR LESS	\$500 PER STRUCTURE
5,001 SQUARE FEET TO 10,000 SQUARE FEET	\$600 PER STRUCTURE
10,001 SQUARE FEET TO 15,000 SQUARE FEET	\$700 PER STRUCTURE
15,001 SQUARE FEET TO 20,000 SQUARE FEET	\$800 PER STRUCTURE
20,001 SQUARE FEET OR MORE	\$1000 PER STRUCTURE
INTERIOR ALTERATIONS/FINISHES OR REPAIRS OF STRUCTURES	\$350
BUILDING ADDITIONS	\$250
TEMPORARY TENTS, TRAILERS, & STRUCTURES	\$100
ACCESSORY STRUCTURES, WALLS, FENCES, DECKS, ANTENNA TOWERS,	\$150
SATELLITE DISHES, SOLAR PANELS, ELECTRIC CHARGING STATIONS/ALTERNATIVE FUEL STATIONS	

SIGNS:

NEW GROUND & POLE SIGNS	\$250
NEW WALL, AWNING, DIRECTIONAL	\$150
TEMPORARY SIGN	\$50
BILLBOARD	\$1500 PER SIDE
HIGH RISE INTERSTATE	\$1000 PER SIDE
FACE CHANGE	\$150 (SINGLE FACE)

MISCELLANEOUS:

CHANGE OF USE CERTIFICATE	\$150
NON-CONFORMING USE CERTIFICATE	\$100
LOT SPLIT	\$150 PER NEW LOT
REVISION TO ZONING CERTIFICATE (WITHIN 90 DAYS)	1/2 ORIGINAL FEE

ZONING MAP AMENDMENTS:

SINGLE FAMILY DISTRICTS	\$1300 + \$150 PER ACRE
MULTI-FAMILY DISTRICTS	\$1300 + \$150 PER ACRE
BUSINESS DISTRICTS	\$1300 + \$150 PER ACRE
"SWD" & "ME" LANDFILL & EXCAVATION DISTRICTS	\$1300 + \$150 PER ACRE
"RF" FLOOD PLAIN MANAGEMENT	\$300
HILLSIDE DEVELOPMENT OVERLAY DISTRICTS	\$1300 + \$150 PER ACRE
ADMINISTRATIVE MODIFICATION	\$150
FINAL DEVELOPMENT PLANS AND MINOR MODIFICATIONS	\$550
MAJOR MODIFICATIONS	\$1,300
LAND USE MAP CHANGES	\$500
OPEN SPACE DEVELOPMENT	\$1300 + \$150 PER ACRE

ADJACENT PROPERTY OWNERS, LEGAL NOTICES, AND RECORDING FEES - APPLICANT PAYS ALL CHARGES

BOARD OF ZONING APPEALS:

VARIANCE	\$350
COMPATIBLE NON-CONFORMING USE	\$400
CODITIONAL USE	\$400

ADJACENT PROPERTY OWNERS AND LEGAL NOTICES - APPLICANT PAYS ALL CHARGES

MISCELLANEOUS FEES:

PLANNING & ZONING DOCUMENTS	10¢ PER PAGE
ZONING MAP (36"X50")	\$30
LAND USE MAPS (36"X44")	\$30
11"X17" MAPS	\$10
PROPERTY OWNER SEARCH/PLAT MAP	\$30
ZONING CERTIFICATION/VERIFICATION LETTER	\$125

NOTES:

MAKE CHECK PAYABLE TO: COLERAIN TOWNSHIP BOARD OF TRUSTEES
LEGAL NOTICES FOR PUBLIC HEARINGS - ESTIMATED MINIMUM FEE/HEARING: \$30
ADJACENT PROPERTY OWNERS NOTICES - CURRENT COST FOR USPS 1ST CLASS MAIL
RECORDING FEES - SEE HAMILTON COUNTY RECORDING FEE SCHEDULE
FEES ARE NON-REFUNDABLE

NEW BUSINESS

Department: Colerain Township - Legal

Department Head: Scott Sollmann, Assistant Law Director

Legal

a. Board of Trustee Authority Allowing Administrator to Sign Contracts

Recommend the Board of Trustees consider authorizing the current Administrator, Daniel Meloy, authority without prior approval to sign Colerain Township contracts and/or agreements which obligate the Township up to the amount (ie. \$5,000 annually).

Rationale:

The Board of Trustees has previously passed Resolution 34-11 in April of 2011 which pursuant to R.C. 507.11 allows the Township Administrator and Assistant Township Administrator authority to approve purchase orders up to the amount of \$2,500. R.C. 5050.032(G) allows the powers and duties of a Township Administrator to include any additional duties as the Board may determine via resolution and the aforementioned authority would streamline the administration, enforcement and execution of the policies, resolutions, and business of the Township.

NEW BUSINESS

Department: Administration

Department Head: Geoff Milz

Administration

- a. Recommend approval of a motion to reappoint Mr. Jeff Ritter to serve a 4-year term as the Township Representative on the Colerain Township Joint Economic Development District I (Liberty Nursing Home) Board of Directors.

Rationale:

On February 24, 2015, the Colerain Township Trustees appointed Mr. Ritter to a 2-year term to serve as the Township Member of the Board of Directors for the Joint Economic Development District. The new term would begin on February 24, 2017. Per the JEDD contract, Directors are permitted to serve two terms.

- b. Recommend approval of a motion to reappoint Mr. Jeff Ritter to serve a 1-year term as the Elected Official Representative from Colerain Township on the Board of Directors for the Ohio-Kentucky-Indiana Regional Council of Governments.

Rationale:

Over 100 members serve on the Board of Directors, the governing body of the Ohio-Kentucky-Indiana Regional Council of Governments. The Board brings together leaders from government, business and civic institutions. Board members represent local government, planning commissions, chambers of commerce, public transit authorities, state departments of transportation and environmental organizations.

Currently, Assistant Administrator Geoff Milz serves as the Township's alternate representative.

- c. Recommend approval of a motion to approve the Second Amendment to Consent Decree and Agreed Judgement Entry (Originally Entered 11/15/2000 & Amended 9/19/05)

Rationale:

Rumpke Sanitary Landfill, Inc. (Rumpke) would like to construct a building on a parcel located north of Struble Rd. Development on this parcel is subject to and regulated by the Consent Decree signed in 2000 and amended once in 2005. Rumpke submitted plans which were subsequently reviewed for consistency with the Township's Zoning Resolution by Director of Building, Planning and Zoning, Jenna LeCount. Her review, analysis and conclusions can be found in the attached memorandum. In short, Mrs. LeCount recommends approval of the preliminary development plan presented.

NEW BUSINESS

I also recommend approval of the preliminary development plan and the amendment to the consent decree. The project will expand the Township's property tax base without any foreseeable negative impacts.

- d. Recommend approval of a resolution ordering the final vacation of Jonrose Ave.

Rationale:

This is the third and final resolution required by Ohio Revised code to formally vacate a Township road.

- e. Recommend approval of a resolution adopting a modified plan of operation and governance for natural gas governmental aggregation

Rationale:

In order to align its Plan for Operation and Governance with regulations required by the Public Utilities Commission of Ohio, Constellation Energy has asked us to approve the attached plan for Operations and Governance. A representative from Constellation Energy will be on hand to answer further questions.

- f. Recommend approval of a motion to approve the job description of the Code Enforcement Officer, acknowledge the standard operating procedures for the enforcement of Township resolutions, approve the Q1 2017 Code Enforcement Strategy and give authorization to hire a full-time Code Enforcement Officer and up to 20 hours per week of part-time or seasonal code enforcement help during peak months.

Rationale:

See attached memoranda, job description, standard operating procedures and code enforcement strategy.

MEMORANDUM

TO: Colerain Township Board of Trustees
FROM: Jenna M LeCount, AICP
RE: Struble Rd Preliminary Development Plan and Rumpke Maintenance Building 2
DATE: November 15, 2016

Rumpke Sanitary Landfill, Inc. (Applicant) has submitted plans to the Colerain Township Zoning Department (Staff) for review to update the existing Preliminary Development Plan (PDP) associated with the Second Amendment to Consent Decree and Agreed Judgement Entry (Originally entered 11/15/00 & Amended 9/19/05). The submitted documents include the preliminary layout of seven proposed future buildings along the north side of Struble Road and on the west side of Hughes Road to be used for continued and expanded landfill maintenance operations. The entirety of the site is zoned as Planned District Industrial. Additionally, more detailed plans for parking, landscaping, and elevation drawings associated with Rumpke Maintenance Building Two have been submitted for review by Staff prior to the anticipated update to the Consent Decree.

PRELIMINARY DEVELOPMENT PLAN REVIEW

Conformance with the Comprehensive Plan:

This site is located with the Comprehensive Plan Character Area 2: Banklick Creek which is described as an area which should be readied for the expansion of industrial activities. The proposed development plan remains within the confines of the vicinity described as “current landfill boundary” since it confines the light industrial expansion of operations within the areas “bounded by Colerain Avenue and Struble, Bank and Hughes Roads.” Development policies identified for this Character Area include encouraging the Township to work with appropriate agencies to encourage the extension of sewer and water in this area to promote economic development efforts in one of the few areas of the Township available for new nonresidential uses.

Conformance with the Land Use Plan:

The Land Use Map designates the entirety of the proposed Preliminary Development Plan for Light Industry. Light Industry is defined as smaller scale industrial uses such as warehouses, storage, limited manufacturing, research and development, transit terminals and wholesaling activities in enclosed facilities without offensive emissions or nuisance. While some of the proposed maintenance activity will not occur in enclosed facilities, the proposed development plan ensures that activities will be screen from view of the public right-of-way. All outdoor activities will be screened by landscaping, berms, walls, and/or the building itself.

Discussion:

1. The site proposal and preliminary development plan are consistent with the adopted Colerain Township Land Use Plan and the Colerain Township Comprehensive Plan

2. The proposed uses will have a beneficial effect on the community as they will allow the Applicant to expand operations while creating and maintain an appropriate buffer from heavy industrial activities to the surrounding neighborhoods.
3. The internal streets and primary and secondary roads that are proposed properly interconnect with the surrounding existing road network except in the case of direct access from the proposed development into the Solid Waste District to the north as described in the Consent Decree.
4. The site is accessible from public roads that are generally adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site will be adequate to serve the occupants of the proposed development.
5. The Zoning Resolution requires that minimum common open space areas be designated and duly transferred to a legally established Homeowners Association, where applicable, or have been dedicated to, and accepted by, Colerain Township or another public or quasi-public agency as provided in Subsection 9.3.7 (Common Open Space). Staff does not recommend requiring the dedication of common open space and the Applicant has come into compliance with the requirement for 15% common open space on the site.
6. The preliminary development plan is consistent with the intent and purpose of the Zoning Resolution and in particular, the furtherance of the purpose of the PD District as set forth in Section 9.3.1.
7. The preliminary development plan has not been transmitted to all other agencies and departments charged with responsibility of review via the Township Zoning Staff. The Applicant has been communicating directly with appropriate agencies and will be responsible for meeting the requirements of those agencies as the development plan moves beyond Township Zoning review.

The Final Development Plans for each of the proposed future buildings will address landscaping, lighting, signage, parking, circulation and other design considerations. It is important to note that the Preliminary Development Plan addresses building location, uses, density, yard requirements, and area and frontage requirements.

The Applicant has submitted sufficient detail in the Preliminary Development Plan drawings for Maintenance Building Two for Staff to make the following comments as it relates to the future review of the Final Development Plan:

The Applicant has submitted detailed drawings for Maintenance Building Two for the construction of a 75,925 SF maintenance facility building on 10.93 acres with 87 parking spaces. And, has included streetscape improvements across the front of the subject parcel as well as the adjacent parcel to the west. Staff has taken this into consideration with respect to the review of landscaping, streetscaping and sidewalk compliance.

Landscaping and Buffering: The Applicant has submitted landscape plans which meet all landscape requirements within Section 14 of the Zoning Resolution except for in the case of landscaping within the parking lot landscape islands. These landscape elements have been relocated to the front screening lawn area to help mitigate any visual impacts of the overall

development from the public right-of-way. The proposal indicates 1,375 feet of frontage with a 20-foot-wide (where 15' is the minimum) streetscape buffer within which includes 40 trees spaced 35 feet apart. Landscape beds are located in front of the screening walls on the roadway side for aesthetic purposes. The Applicant has provided 3,900 square feet of landscaped area where only 2,062.5 is required.

Parking: The Applicant has indicated 87 parking spaces where 87 are required. The dimensions and location of the parking stalls and drive aisles is in keeping with the requirements found in the Zoning Resolution. The Applicant has also indicated appropriate landscaped islands within the designated parking areas as required by the Zoning Resolution.

Signage and Lighting: Specifications for signage and outdoor lighting for Maintenance Building Two have not been articulated on the presented drawings and therefore, within 12 months of the approval of the updated PDP, the Applicant will provide to Staff completed signage and photometric plans which meet the standard of the Township Zoning Resolution Sections 15.8 and 12.9 respectively.

Other Considerations:

Lot Consolidation – The applicant has indicated the anticipated parcel boundaries after consolidation and reallocation. Staff finds no concerns with the newly proposed parcel layout for Maintenance Building Two and Proposed Building One as indicated on the attached drawings.

Sidewalks – The Applicant has indicated a request to waive the sidewalk requirement in front of Maintenance Building Two and the parcel immediately adjacent to the west (also indicated as Proposed Building One). As payment in lieu of these sidewalks, the Applicant will need to pay \$43,200 into the Colerain Township Sidewalk Fund for the waiver of 1,440 linear feet of frontage on Struble Road. This payment should be made to the Township prior to recording of the Final Development Plan.

Outdoor storage and activities – The Zoning Resolution indicates that outdoor storage and activities should not generally exceed 5% of the floor area of the building, nor shall it exceed 6' in height. The Applicant has clearly indicated that much of the maintenance may occur in a location outside of the building but behind and well screened from view of the right-of-way. The front façade wall was also extended to the west beyond the side wall of the building to ensure that any and all storage or maintenance activities which may, at times, occur outside of the enclosed structure are completely screened from view of the public right-of-way.

Building Coverage Area – The proposed building covers 16% of the site area which is well within compliance of a maximum coverage area of 25%.

Impervious Surface Ratio – The proposed site has an ISR of 70% which meets the requirements of the PD-I Zoning District.

Architectural Design Standards - Section 12.11.1(A) Façade Massing describes the requirements of design standards for all commercial buildings within the Township. While the Applicant's

proposed elevation drawings do not necessarily meet the letter of the ordinance with respect to façade changes (front facades 60 feet wide or wider shall incorporate wall offsets of at least 2 feet in depth – projections or recesses – a minimum of every 40 feet and each required offset shall have a minimum width of 20 feet) the plans do appear to meet the intent of the regulations. The Applicant has proposed roof line breaks at roughly 20-30' intervals and five major face offsets across the entire building with depths of roughly 20-30' each. Given the substantial overall size of the building (645 feet in front façade length), the Applicant has made appropriate efforts to meet the intent of the Zoning Resolution while also mimicking the design of the existing maintenance facility. All mechanicals are screened from view of the public right-of-way. The Applicant has indicated to Staff that there will be no customer entrance facing the public street and therefore also no entrance design elements. Staff feels that Section 12.11.1(C) of the Zoning Resolution is primarily intended for retail/office uses and may not be entirely appropriate for this specific use. The intended use of this proposed facility in combination with the additional screening, buffering, and landscaping efforts along Struble Road are strong reasons for Staff to suggest a variance from the Customer Entrance requirements.

From a Zoning standpoint, **Staff would recommend approval of the Preliminary Development Plan.**

**COURT OF COMMON PLEAS
HAMILTON COUNTY, OHIO**

Rumpke Sanitary Landfill, Inc., <i>et al.</i>,)	Case No. A-007121
)	
Plaintiffs,)	Judge Dinkelacker
)	
v.)	<u>SECOND AMENDMENT TO</u>
)	<u>CONSENT DECREE AND AGREED</u>
Colerain Township, Ohio,)	<u>JUDGMENT ENTRY (ORIGINALLY</u>
)	<u>ENTERED 11/15 2000 & AMENDED</u>
Defendant.)	<u>9/19/05</u>

WHEREAS, the Plaintiffs and the Defendant on November 15, 2000 presented to the Court a Consent Decree and Agreed Judgment Entry (hereinafter the "Original Consent Decree") for the purpose of settling all issues related to a zone change application for the Rumpke Sanitary Landfill property located in Colerain Township, Hamilton County, Ohio, as set forth in said Original Consent Decree; and

WHEREAS, the Original Consent Decree described with specificity the property affected by said Decree, and set out in detail in the list of 40 conditions attached thereto as Exhibit C, the uses and activities permitted on said property, and the conditions imposed thereon; and

WHEREAS, the Original Consent Decree provided that the Court would retain jurisdiction over the subject matter, to "allow the parties ... to apply to the Court for any further order which may be necessary to construe, carry out, or enforce compliance" with the Original Consent Decree; and

WHEREAS, the Plaintiffs and the Defendant amended the Original Consent Decree on September 19, 2005 to delete certain specified conditions which became unnecessary and moot; to identify certain agreed upon changes to the site plan attached to the Original Consent Decree as Exhibit A; and to clarify certain other provisions to more accurately memorialize the original intention of the parties relating thereto ("First Amended Consent Decree"); and

WHEREAS, the Plaintiffs and the Defendant incorporate and restate herein the First Amended Consent Decree in its entirety; and

WHEREAS, Rumpke Sanitary Landfill, Inc. subsequently proposed a project for a 77,369 sq. ft. multi-use maintenance and repair facility supporting ongoing operations, consolidating multiple existing facilities, and relocating jobs from other facilities south of the landfill along the north side of Struble Road and from other areas (the proposed “Maintenance Building”); and

WHEREAS, the proposed Maintenance Building stretches across several parcels, which the Preliminary Development Plan (attached as Exhibit A to the Original Consent Decree and as amended by the Revised Development Plan attached as Exhibit A to the First Amended Consent Decree) reflects as individual parcels suitable for smaller buildings (hereinafter the “Affected Parcels”); and

WHEREAS, the proposed Maintenance Building requires the combination of the Affected Parcels (Hamilton Co. Auditor Parcel Nos. 510-124-9 through 24, 31, and 59) and the Plaintiffs and the Defendant desire to amend the Original Consent Decree, subject to the amendments in the First Amended Consent Decree, to combine the Affected Parcels to allow for the Maintenance Building and to update the Preliminary Development Plan as it relates to the remaining parcels for development.

NOW, THEREFORE, at the request and upon the consent of the Plaintiffs and Defendant, it is ORDERED, ADJUDGED, and DECREED that:

1. Exhibit A, Page 2, in the Original Consent Decree (as amended by Paragraph 3 of the First Amended Consent Decree) shall be amended to combine the Affected Parcels, to permit the construction of the Maintenance Building and other planned buildings, and to permit the necessary outside storage detailed herein, substantially as shown on the new Preliminary Development Plan (a copy of which is attached hereto as Exhibit A-1) and Plan Detail for the Maintenance

Building (a copy of which is attached hereto as **Exhibit A-2**) prepared by Abercrombie & Associates, dated October 28, 2016, and which shall hereby be substituted for, and replace Exhibit A, Page 2 of the Original Consent Decree.

2. Condition 2 in the Original Consent Decree is deleted, and the following is substituted in its place:
 - “2. Outside storage of inventory, equipment and vehicles shall be allowed behind buildings and/or behind any solid extension of the front facia of buildings, provided that such storage shall also be screened through use of berms and plantings substantially as show on Exhibit A-2. No such storage shall be permitted between such building and Struble Road.”
3. Condition 7 in the Original Consent Decree is deleted, and the following is substituted in its place:
 - “7. That the development in the “FF” Planned Light Industrial portion of the property shall comply with the Original Preliminary Development Plan and the accompanying text that addresses character, architectural treatment, setbacks, buffering, landscaping, floor area, parking, applicable codes, and any provisions of the Colerain Township Zoning Resolution, except to the extent otherwise shown on Exhibit A-2 as amended hereby.”
4. Condition 8 in the Original Consent Decree is deleted, and the following is substituted in its place:
 - “8. Detailed landscaping, lighting, signage, and stormwater detention plans, shall be submitted part of each Final Development Plan for review by the Colerain Township Zoning Administrator (the “Administrator”) for approval, which shall not be unreasonably withheld or delayed, provided that the Administrator shall have determined that such plans are substantially in accordance with the attached Exhibit A- 2 as amended hereby and the Colerain Township Zoning Resolution subject to the terms and conditions of this Consent Decree.”
5. Condition 9 in the Original Consent Decree is deleted, and the following is substituted in its place:
 - “9. That all accessways or roads within the “EF” District shall be maintained in a dust-free condition through surfacing or such other treatment. No thru-traffic or general commercial traffic shall be allowed to access the “EF” District from the individual “FF” lots; however access to the “EF” district from “FF” lots under common ownership with the corresponding “EF” lots shall be allowed.”
6. Condition 31(B)(6)-(10), (C), (D), and (E) in the Original Consent Decree are hereby set aside as unnecessary and irrelevant.

7. Condition 37 in the Original Consent Decree is deleted, and the following is substituted in its place:

“37. Each Final Development Plan for any portion of the Property shall be submitted for review by the Administrator for approval, which shall not be unreasonably withheld or delayed, provided that the Administrator shall have determined that such plans are substantially in accordance with the attached Exhibits A-1 and A-2 as amended hereby and the Colerain Township Zoning Resolution subject to the terms and conditions of this Consent Decree.”
8. Within 30 days after the approval by the Administrator of the Final Development Plan for the Maintenance Building, Rumpke shall give to the Township’s sidewalk fund, the amount of forty-three thousand and two hundred dollars (\$43,200), in lieu of the installation of 1,440 linear feet of sidewalk in connection with the construction of the Maintenance Building.
9. Rumpke has agreed to a Payment in Lieu of Taxes (“PILOT”) if and only if Rumpke utilizes tax exempt Ohio Air Quality Authority Development Bonds (“Bonds”) to finance construction on the Maintenance Building. The amount of the PILOT will equal the amount of money that the Township would have otherwise received from the increase in property taxes based upon the value of the improvement. This provision does not affect Rumpke’s County and School District property tax exemption due to the use of the Bonds. The PILOT will exist only for such time as the Maintenance Building project receives property tax exemption due to the use of the Bonds. The amount of the PILOT will be calculated annually as a pro rata share of the auditor’s assessment of the Fair Market Value of the Maintenance Building.

The parties ratify and affirm the Original Consent Decree and the First Amended Consent Decree in all other respects.

SO ORDERED.

Dated this __ day of _____, 2016.

Judge Patrick T. Dinkelacker

Approved:

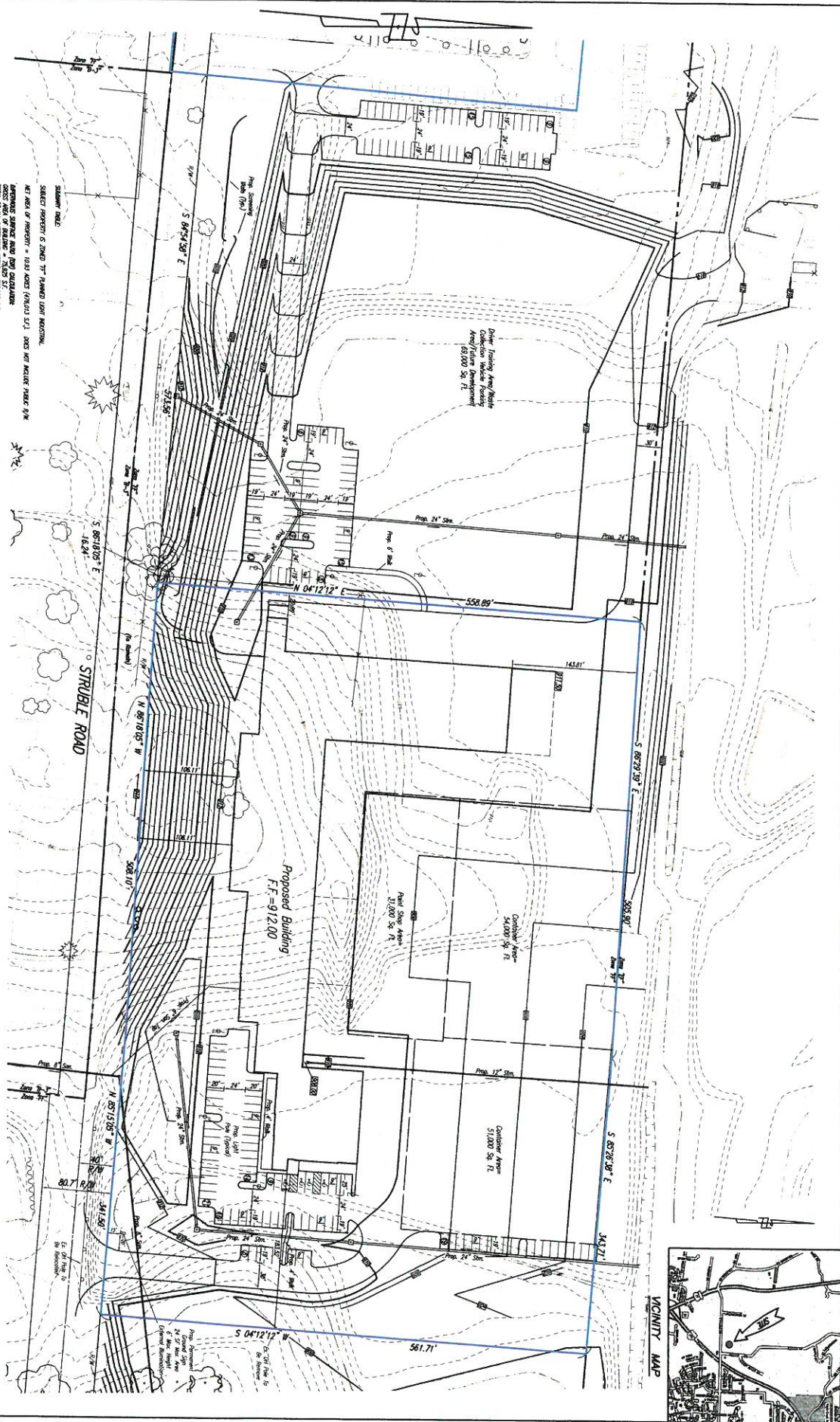
Joseph L. Trauth, Jr., Esq. (0021803)
Thomas M. Tepe, Jr., Esq. (0071313)
KEATING, MUETHING & KLEKAMP, PLL
One East Fourth Street, Suite 1400
Cincinnati, OH 45202
(513) 579-6400

Attorneys for Plaintiffs

Lawrence E. Barbieri, Esq. (0027106)
Scott A. Sollmann (0081467)
SCHROEDER, MAUNDRELL, BARBIERE & POWERS
5300 Socialville Foster Road, Suite 200
Mason, OH 45040
(513) 583-4200
Facsimile: (513) 583-4203
E-mail: lbarbieri@smbplaw.com

Attorneys for Defendant

Exhibit A-1



SUBMITTAL TABLE

NO. OF SHEETS = 10 (10 SHEETS TOTAL) S.D. 1000 AND 10000 SCALE 1:1000

PROPOSED BUILDING
F.F. = 912,000

DRIVE TRAINING AREA/BOYLE COLLECTION VEHICLE PARKING AREA
65,000 Sq. Ft.

CONVENT AREA
54,000 Sq. Ft.

CONVENT AREA
51,000 Sq. Ft.

STRUBLE ROAD

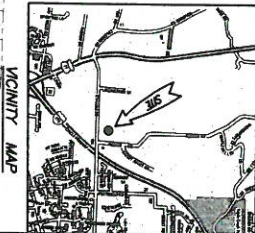
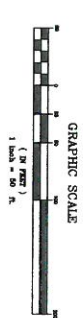
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65,000 Sq. Ft.

CONVENT AREA
54,000 Sq. Ft.

CONVENT AREA
51,000 Sq. Ft.

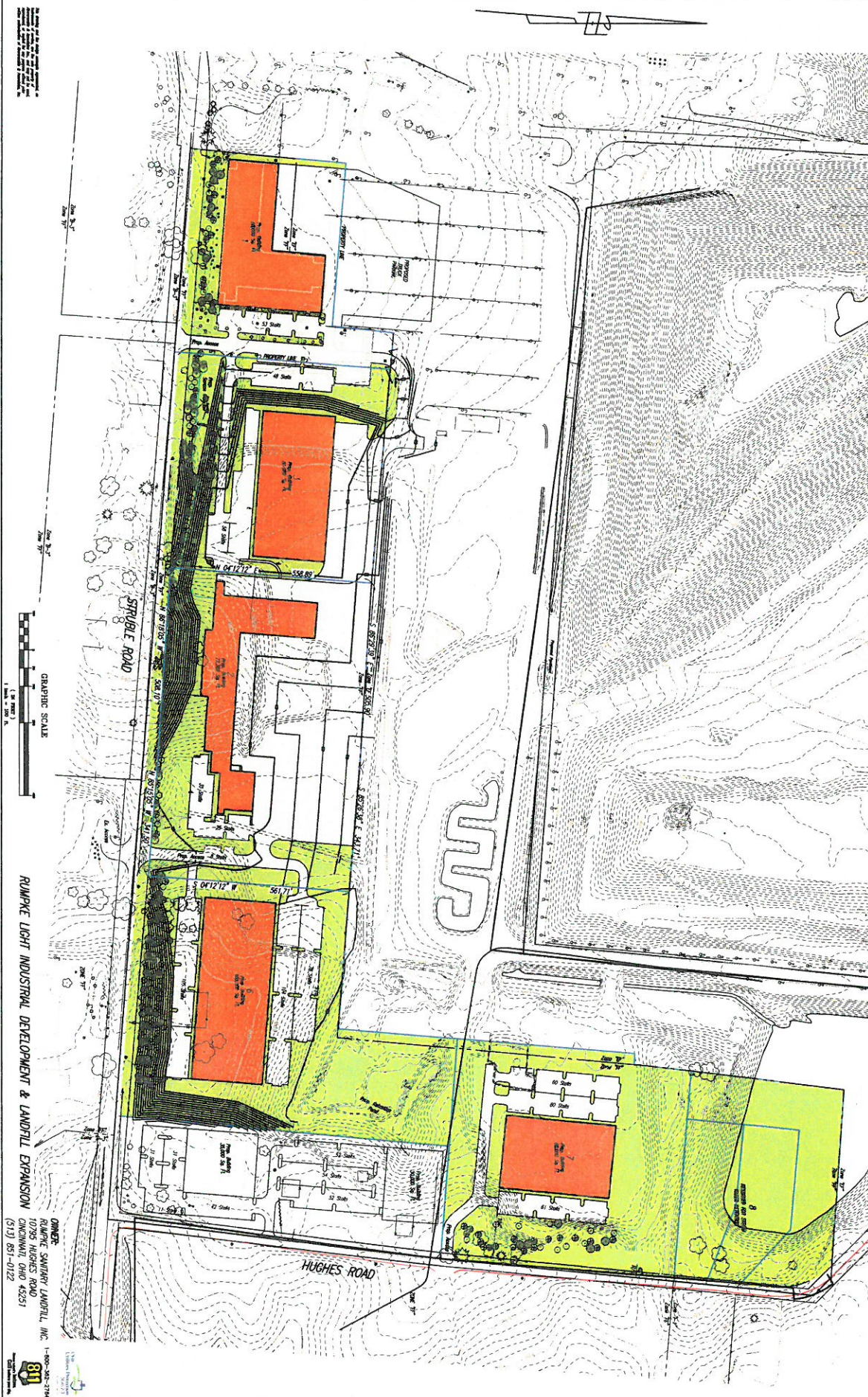
STRUBLE ROAD



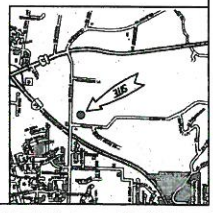
<p>Abercrombie & Associates, Inc. Civil Engineering & Surveying 2377 Cambridge Road, Suite 100 Cincinnati, Ohio 45251 513-363-0197 www.abercrombie-associates.com</p>	<p>Sheet Title: FINAL DEVELOPMENT PLAN</p> <p>Project Title: RUBICK BUILDING 2 SECTION-11, TOWN-2, RANGE-1 COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO</p>	<p>Date: 10-28-16</p> <p>Drawn By: G.R.</p> <p>Checked By: SPH</p> <p>Scale: 1" = 50'</p>	<p>EXHIBIT A-2</p>
	<p>NO. OF SHEETS = 10 (10 SHEETS TOTAL) S.D. 1000 AND 10000 SCALE 1:1000</p>	<p>NO. OF SHEETS = 10 (10 SHEETS TOTAL) S.D. 1000 AND 10000 SCALE 1:1000</p>	
	<p>NO. OF SHEETS = 10 (10 SHEETS TOTAL) S.D. 1000 AND 10000 SCALE 1:1000</p>	<p>NO. OF SHEETS = 10 (10 SHEETS TOTAL) S.D. 1000 AND 10000 SCALE 1:1000</p>	
	<p>NO. OF SHEETS = 10 (10 SHEETS TOTAL) S.D. 1000 AND 10000 SCALE 1:1000</p>	<p>NO. OF SHEETS = 10 (10 SHEETS TOTAL) S.D. 1000 AND 10000 SCALE 1:1000</p>	

Exhibit A-2

- NOT TO SCALE
- 1) LAND BEARING THE FINAL MAP IS HEREBY SET ASUNDER TO THE STATE OF OHIO.
 - 2) ANY OTHER CHANGES TO THIS MAP ARE SUBJECT TO THE APPROVAL OF THE STATE OF OHIO.
 - 3) ANY OTHER CHANGES TO THIS MAP ARE SUBJECT TO THE APPROVAL OF THE STATE OF OHIO.
 - 4) ALL RECORDS OF THIS MAP SHALL BE KEPT IN THE OFFICE OF THE ENGINEER.
 - 5) ALL RECORDS OF THIS MAP SHALL BE KEPT IN THE OFFICE OF THE ENGINEER.



VICINITY MAP
1" = 2000'



RUMPKI LIGHT INDUSTRIAL DEVELOPMENT & LANDFILL EXPANSION
OWNER: RUMPKI SANITARY LANDFILL, INC.
17035 HUGHES ROAD
CINCINNATI, OHIO 45231
(513) 681-0122



<p>Abercrombie & Associates, Inc. Civil Engineering & Surveying 21774 Woodloch Road, Suite 120 Cincinnati, OH 45241 (513) 681-0122</p>	<p>PRELIMINARY DEVELOPMENT PLAN RUMPKI SANITARY LANDFILL, INC. SECTION-11, TOWN-2, RANGE-1 COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO</p>	<p>DATE: 10-28-16 BY: G.R. CHECKED BY: SPH SCALE: 1" = 100'</p>	<p>EXHIBIT A-1</p>
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The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of December, 2016, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Michael Inderhees, Greg Insko, Jeffrey F. Ritter

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

RESOLUTION NO.: _____-16

RESOLUTION FINALIZING THE VACATION OF THE PORTION OF JONROSE AVENUE

WHEREAS, the Colerain Township Board of Trustees, by Resolution No. 31-14 dated May 13, 2014, did petition the Hamilton County Board of Commissioners to vacate a township road located in Colerain Township, Hamilton County, Ohio being further described as follows: with the termini being the county bridge as the eastern terminus, a line connecting the northern boundary of parcel No. 051000710242 with the northern boundary of parcel No. 051000710435 as the northwestern terminus (hereinafter the "Portion of Jonrose Avenue"); and,

WHEREAS, pursuant to the Ohio Revised Code § 5553.045, the Colerain Township Board of Trustees, provided Resolution No. 31-14 to and did petition the Hamilton County Board of Commissioners to vacate the Portion of Jonrose Avenue, on or about January 25, 2016, and whereas Resolution No. 31-14 and petition was received by the Hamilton County Board of Commissioners on February 10, 2016; and,

WHEREAS, the Hamilton County Board of Commissioners failed to vote on the vacation of the Portion of Jonrose Avenue within sixty days of the Petition being filed with the Board on February 10, 2016; and

WHEREAS, Ohio Revised Code § 5553.045(D) provides:

"If the board of county commissioners fails to vote on the issue of vacating the road or portion of the road within sixty days after the township's resolution is filed with it, the road or portion of the road specified in the resolution shall be deemed to be vacated, and the petitioner board of township trustees shall adopt another resolution describing the road or portion of the road that has been vacated and explaining this vacation is by action of this section. The board of township trustees shall file a certified copy of that resolution with the board of county commissioners, the county recorder, and the county engineer."; and,

WHEREAS, pursuant to the Ohio Revised Code § 5553.045, the failure of the Hamilton County Board of Commissioners to vote on the issue of the vacation of the Portion of Jonrose Avenue by April 11, 2016, resulted in the Portion of Jonrose Avenue being deemed vacated; and

WHEREAS, the Colerain Township Board of Trustees by Resolution #60-16 dated December 9, 2016, a copy of which is attached as Exhibit "A" and incorporated herein, did declare the Portion of Jonrose Avenue to be vacated pursuant to Ohio Revised Code § 5553.045(D); and,

WHEREAS, pursuant to Ohio Revised Code § 5553.045(D), a certified copy of Colerain Township Resolution #60-16 has been filed with the Hamilton County Board of Commissioners, the Hamilton County Recorder, and the Hamilton County Engineer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, pursuant to Ohio Revised Code § 5553.045(E), the description of the Portion of Jonrose Avenue and described in Resolution #60-16 and incorporated herein and the above-described Portion of Jonrose Avenue is ordered vacated and the vacated Portion of Jonrose Avenue shall pass, in fee, to the abutting landowners subject to all of the following:

- (i) A permanent easement as provided in section § 5553.043 of the Revised Code in, over, or under the road for the service facilities, as defined in section 5553.042 of the Revised Code, of a public utility or electric cooperative as defined in section 4928.01 of the Revised Code;
- (ii) The right of ingress or egress to service and maintain those service facilities;
- (iii) The right to trim or remove any trees, shrubs, brush, or other obstacles growing in or encroaching onto the permanent easement that may affect the operation, use, or access to those service facilities.

1. 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.

2. 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.

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

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

Vote Record: Mr. Inderhees_____, Mr. Ritter_____, Mr. Insko_____

ADOPTED this _____ day of December, 2016.

BOARD OF TRUSTEES:

Michael Inderhees, Trustee

Jeffrey F. Ritter, Trustee

Greg Insco, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Scott A. Sollmann (0081467)
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 13th day of December 2016.

Heather E. Harlow,
Colerain Township Fiscal Officer

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ on the _____ day of December, 2016, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Michael Inderhees, Mr. Greg Insco, Mr. Jeffrey Ritter
Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 16

**RESOLUTION ADOPTING A MODIFIED PLAN OF OPERATION AND GOVERNANCE FOR
NATURAL GAS GOVERNMENTAL AGGREGATION AND DECLARING AN EMERGENCY**

WHEREAS, in July of 2005, the Board of Trustees of Colerain Township authorized the Hamilton County Board of Elections to submit the question of whether retail natural gas loads could be aggregated in Colerain Township;

WHEREAS, the question of natural gas aggregation was submitted to the electors of Colerain Township on November 8, 2005 and approved;

WHEREAS, thereafter, on November 29, 2005 in Resolution Number 50-05, the Board adopted a Plan of Operation and Governance ("the Plan") in accordance with R.C. 4929.2(C);

WHEREAS, the Plan needs to be modified to reflect necessary revisions in pricing methodologies; and

WHEREAS, Section 4901:1-28-03 (D) of the Ohio Administrative Code provide for the non-material modification of the Plan without notice to the Members of the Aggregation.

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of Colerain Township hereby modifies its prior Plan of Operation and Governance to incorporate these necessary changes. The modified Plan of Operation and Governance is attached hereto and incorporated herein by this reference.

NOW, THEREFORE BE IT FURTHER RESOLVED that all prior resolutions and parts of resolutions which conflict with the provisions of this Resolution are hereby repealed to the extent that they are in conflict herewith.

NOW, THEREFORE BE IT FURTHER RESOLVED that it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board that resulted in such formal action were in meetings open to the public in compliance with the law.

NOW, THEREFORE BE IT FURTHER RESOLVED that this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of Colerain Township, and for the further reason that this Resolution is required to be immediately effective in order to optimize rates available for residents. Therefore, this Resolution shall be in full force and effect immediately upon its adoption and certification.

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

Vote Record: Mr. Ritter _____, Mr. Insko _____, Mr. Inderhees _____

ADOPTED this _____ day of December, 2016.

BOARD OF TRUSTEES:

Jeffrey F. Ritter, Trustee

Gregory Insko, Trustee

Michael Inderhees, 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 December, 2016.

Heather E. Harlow,
Colerain Township Fiscal Officer

COLERAIN TOWNSHIP, OHIO

NATURAL GAS AGGREGATION PROGRAM

PLAN OF OPERATION AND GOVERNANCE

FOR MORE INFORMATION CONTACT:
Colerain Township
4200 Springdale Road
Colerain Township, OH 45251
513-385-7500

PLAN OF OPERATION AND GOVERNANCE

Natural Gas Governmental Aggregation

Introduction. In November 2005, a majority of the voters in Colerain Township, OH approved a referendum that authorized Colerain Township ("the Township") to pursue Automatic Governmental Aggregation. After the Township held two public hearings on the matter, as prescribed by Section 4929.26 of the Ohio Revised Code, the Township approved this Plan of Operation and Governance, proposed to be replaced with this revised Plan of Operation and Governance, prepared in accordance with Section 4901:1-28-03 of the Ohio Administrative Code. As a certified Governmental Aggregator, the Township is authorized to combine multiple retail natural gas customer loads within its geographic boundaries (the "Aggregation") for the purpose of arranging for the purchase of natural gas supply in Ohio's competitive retail natural gas market.

Governmental Aggregation Services. The Township, as a Governmental Aggregator, will serve as purchasing agent for the Aggregation. As purchasing agent, the Governmental Aggregator shall (i) select a Competitive Retail Natural Gas Supplier ("Supplier") to supply the Aggregation, (ii) negotiate the terms of supply between the Supplier and each Aggregation participant, and (iii) oversee the enrollment procedures administered by the Supplier.

The Contract. The supply contract negotiated by the Governmental Aggregator for the Aggregation (the "Contract") shall be for firm, all-requirements supply. Each Aggregation participant will be individually bound to the Supplier by the Contract, and will be solely responsible for payment and performance. The natural gas supply charges for the Aggregation are included in the Contract that will be negotiated by the Governmental Aggregator. The natural gas supply charges will take the form of either a fixed price or a variable price. All natural gas supply charges will be fully and prominently disclosed in consumer enrollment materials (such as the Opt-out Notice), available on the Supplier's website, and available by calling the Supplier's toll free customer service telephone number.

Eligibility, Opt-out Disclosures, and Pooling Accounts. Section 4901:1-28-05 of the Ohio Administrative Code requires Duke Energy-Ohio (the "Utility") to use its best efforts to provide the Governmental Aggregator with an account list of eligible customers, including the names, account numbers, and service and mailing addresses for all eligible customers residing within the Governmental Aggregator's boundaries. The following customers are not eligible: customers on the Percentage of Income Payment Plan (PIPP), customers that have past due amounts owing to the Utility, customers that are already under contract with a competitive retail natural gas supplier, and mercantile customers. Using this list of eligible accounts the Supplier, with the assistance of the Governmental Aggregator, will review the list to verify that the eligible accounts are located within the geographic limits of the Township and that an area within the Township limits has not been inadvertently filtered from the list.

The Supplier, with assistance from the Governmental Aggregator, will prepare and mail an "Opt-out Notice" to each account identified as (i) eligible by the Utility and (ii) within the geographic limits of the Township by the Governmental Aggregator and the Supplier, within thirty (30) days of receipt of the list from the Utility. The Opt-out Notice will inform the eligible account holder that the Governmental Aggregator is forming an automatic (or "Opt-out") aggregation, provide the price for natural gas supply to the Aggregation and other terms and conditions of service, and explain how the account holder can decline participation in the Aggregation. As required by 4901:1-28-04 of the Ohio Administrative Code, the Opt-out Notice will indicate that the account holder has 21 days to affirmatively respond by telephoning a toll-free number, using a website or returning a postcard to the Supplier that is included in the Opt-out Notice.

The Supplier will receive all Opt-out requests and adjust the eligible account list accordingly. In addition, if any Opt-out Notices are returned by mail to Supplier marked as undeliverable, those accounts are removed from the eligible account list as well. Upon completion of the 21 day Opt-out period, the Supplier will notify the Utility of the remaining accounts that will form the Aggregation, and through an electronic data interchange transaction, enroll the Aggregation. Upon enrollment, each participant will receive an enrollment notice from the Utility that will indicate that the enrollee may rescind its participation in the Aggregation by contacting the Utility within seven business days.

In addition to the initial 21-day Opt-out period, each participant will be provided an opportunity to opt-out every two years without paying an early termination fee.

Billing. Aggregation participants will receive a single, monthly bill from the Utility, which will include charges from the Supplier for its natural gas supply, as well as the Utility distribution charges. Aggregation participants will be billed according to their Utility billing cycle.

Credit, Collections and Deposits. The Utility's credit and collection policy and policies regarding deposits will apply to the Aggregation participants and shall be administered by the Utility. Neither the Governmental Aggregator, nor the Supplier will implement additional policies with respect to credit, deposits and collections.

Concerns and Complaints. Aggregation participants will have multiple means of expressing concerns and reporting complaints. As a general rule, concerns regarding service reliability and billing should be directed to the Utility. The Utility will continue to read meters, handle billing, and generally have the most information about the physical service to a location or account. Questions regarding the administration of the Aggregation should be directed to the Supplier. The Supplier's customer service center is available by telephone 24 hours per day, 7 days per week. Any unresolved disputes should be directed to the Public Utilities Commission of Ohio and/or the Ohio Consumers Council. As a convenience, below is a list of helpful toll free telephone numbers.

<u>Nature of Complaint</u>	<u>Contact</u>	<u>Phone Number</u>
Gas Odor/Leaks-Fire-Explosions	Duke Energy	1-800-634-4300
Service turn on/off	Duke Energy	1-800-544-6900
Billing Disputes	Duke Energy	1-800-544-6900
Price/Joining/Leaving Program	Supplier Customer Service	TBD
Program Regulatory Questions	Supplier Customer Service	TBD
Unresolved Disputes	Public Utilities Commission	1-800-686-7826
Unresolved Disputes	Ohio Consumers Council	1-877-742-5622

The Supplier will attempt to resolve all customer complaints in a timely and good faith manner. The Supplier shall investigate and provide a status report to the customer when the complaint is made directly to them and/or the Township within three (3) business days following receipt of the complaint. Or in the case of a Public Utilities Commission of Ohio ("PUCO") complaint the Supplier will investigate and provide a status report to the PUCO staff within three (3) business days following receipt of the complaint. If an investigation into a complaint received from the customer or a complaint referred by the PUCO is not completed within ten (10) business days, then a status report will be given to the customer, or the PUCO staff, as applicable. These status reports will be given every three (3) business days until the investigation is complete, unless the action that must be taken takes longer than three (3) business days and the customer has been notified. Final results of a Commission-referred complaint will be provided to the PUCO either orally (phone) or in writing (e-mail, written correspondence), no later than three (3) business days after the investigation is

completed. The final results of a complaint may be requested in writing by the customer or the PUCO staff. Records of customer complaints will be retained for two (2) years after the occurrence of the complaint. A copy of the complaint record will be provided to the PUCO within three (3) business days, if requested. Customers are informed in a contract disclosure of the following procedures of handling complaints and disputes: *"Buyer may contact Seller (i) by calling 24 hours per day, 7 days per week at [Seller's toll free number here], by visiting [www.\[Seller's web address here\]](#); or (ii) by writing us at [Seller's mailing address here]. 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 public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll-free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contract the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>."*

Moving within the Township. Aggregation participants who move from one location to another within the corporate limits of the Township and retain the same account number, will remain an Aggregation participant and will receive the same price they would have received if their location had not moved.

Aggregation participants who move from one location to another within the corporate limits of the Township and are assigned a new account number may enroll their new account in the Aggregation and receive the same price as they would have received if their location had not moved, provided the new account is eligible for Aggregation. Participants who move and receive a new account number may be dropped from the Aggregation by the Utility, but they will not be charged an early termination fee from the Supplier. If a participant is dropped from the Aggregation due to a move within the Township, the participant should contact the Supplier to be re-enrolled.

Moving outside of the Township. Aggregation participants who move out of the Township limits will no longer be eligible to participate in the Aggregation, but they will not be charged an early termination fee from the Supplier.

Enrolling after the Opt-out Period. Residential and small business accounts located within the Township's corporate limits that are eligible to join the Aggregation but initially chose to opt-out of the Aggregation, or otherwise weren't included in the Aggregation, may join the Aggregation after the expiration of the applicable Opt-Out Period by contacting the Supplier. The rate for those joining the Aggregation after the expiration of the Opt-out Period may be different from the rate negotiated for the Aggregation by the Government Aggregator.

In the event that the Supplier is able to offer to newly eligible customers the same price that is provided to the current Aggregation participants, the Supplier may refresh the Aggregation by providing those who move in to the Township the opportunity to be included automatically, rather than waiting until the next pricing term of the Contract. The process for refreshing the Aggregation with new enrollments would follow the process noted above for determining eligibility, providing Opt-out Notices, and pooling the accounts. (Current Aggregation participants and those who previously declined participation would not receive the Opt-out Notice intended only for newly eligible customers.)

MEMORANDUM

DATE: November 22, 2016
TO: Colerain Township Trustees
FROM: Geoff Milz | Assistant Administrator
SUBJECT: Code Enforcement Officer

For the majority of 2016, the Township has used staff from the Departments of Planning and Zoning, Public Services and Police to conduct code enforcement. While all staff involved in code enforcement gave a great deal of effort, this arrangement was simply not effective. In addition to unsatisfactory outcomes – too many complaints not being resolved appropriately - there was no chain-of-command and a lack of accountability.

Following a comprehensive review of the code enforcement function with Jenna LeCount, Director of Building Planning and Zoning, and having received feedback from many residents and businesses, I recommend hiring a full-time Code Enforcement Officer within the Department of Building, Planning and Zoning, and the authority to hire for 20 hours per week of additional code enforcement work on a part-time or seasonal basis during the peak months of April through September.

Included in this packet of information is:

- a memorandum from Mrs. LeCount, conveying her thoughts;
- a job description of the full-time code enforcement officer;
- standard operating procedures to be followed by the new Code Enforcement Officer; and
- a strategy for deploying the full-time Code Enforcement Officer for the first three months of the year

Total cost for the proposed actions is \$51,857.01 plus fringe benefits for the full-time employee.

MEMORANDUM

DATE: November 22, 2016
TO: Administration
FROM: Jenna M. LeCount – Director, Planning & Zoning
SUBJECT: Code Enforcement Officer

Several employment transitions (promotions) throughout Township staff have left the responsibility of code enforcement without sufficient resources to maintain a level of service appropriate for the size of our community. For the majority of 2016, resources were shared across multiple departments to cover the enforcement needs and as promotions occurred, processes were reviewed and modified regularly to share work as efficiently and effectively as possible. With the most recent promotion of Mr. Tom Bosarge to Director of Public works, the task of code enforcement (property maintenance, zoning, and nuisance) has become strained beyond the abilities of current staffing levels.

At this time, I would like to place a request for a Code Enforcement Officer/Inspector to be hired to fulfil the attached job description following the Standard Operating Procedures outlined below. I have included a brief assessment of the personnel cost and capital needs associated with the initial filling of this position as well as a deployment strategy to guide the first 90 days of work assignments.

Additionally, during the warmer months of the year, the township experiences very high volumes of complaints and violations related to tall grass and weeds. This nuisance process involves multiple inspections with quick turnarounds to get nuisance properties declared as such and thus abated by the Township. I would like to place a request that this surge in Nuisance violations and need for abatements be addressed in two ways. First, there may be a need for an additional meeting of the Board of Trustees during peak nuisance months for the purpose of approving a second Resolution declaring properties as Nuisance and ordering abatement. These meetings would be called on an as-needed basis as special meetings of the Board. Second, funds be allocated to cover 20 hours a week for a seasonal employee from the months of April through September to focus primarily on the tall grass and weeds (Nuisance) issues faced by our community.

Personnel and Capital Needs

The proposed salary for a Code Enforcement Officer is based on a rough average of some of our peer jurisdictions' salary offerings for similar Inspector positions. I have included this information below:

Peer Jurisdiction	Population (2010)	Size (SQ Miles)	Code Enforcement Position Full Time (Average Salary)
Liberty Township	37,259	29.3	\$45,760
Delhi Township	29,510	10.1	\$43,400
Anderson Township	43,446	31.2	\$50,000
Hamilton County	N/A	N/A	\$37,500

**Hamilton County does not cover enforcement for the entire County*

One Full Time Code Enforcement Officer/Inspector with an annual salary of **\$43,500.00**

To work efficiently and seamlessly between the field and the office, I recommend that this position be supplied with a Microsoft Surface Pro 4. The total cost of this device bundles with Windows 10, a docking station, and a type cover keyboard is **\$1,270.29**

(Please see attached quote confirmation)

Use of an existing Township cell phone (Samsung Flip Phone) is \$30.61 per month which amounts to **\$367.32** per year.

USB Hotspot – Verizon Wireless unlimited data plan is \$39.99 per month on Verizon Service which amounts to **\$479.40** per year

One Seasonal Nuisance Enforcement Officer/Inspector with an hourly pay rate of \$13.00

Job Description

Position Title: Code Enforcement Officer

Department: Building Planning & Zoning

Supervisor: Zoning Administrator

Status: Full-time

Under the supervision of the Zoning Administrator, investigates and enforces the provisions of the Township Zoning Resolution, the Township Property Maintenance Code, and the Ohio Revised Code with regard to nuisance, to ensure the public health, safety, and welfare of the community. A qualified candidate will have the ability to:

- deliver exemplary customer service, with genuine enthusiasm for improving Colerain Township;
- self-manage daily work load with respect to inspections, communications, and follow up on longer term enforcement issues;
- identify and develop plans to effectively address repeat nuisance properties and their owners;
- develop resource list for residents in need of assistance to remedy long standing violations of the above mentioned codes;
- link people to resources for more complete approach to aiding community members;
- develop and maintain working relationships with neighboring communities, external resources, businesses, community groups, and agencies;
- coordinate with other departments for the more effective compliance process and utilization of Township resources;
- develop plans to improve the efficiency of the overall process to foster more effective communication with property owners and internal department;
- solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Essential Functions include, but are not limited to:

- providing exemplary customer service to our residents and businesses;
- understanding basic concepts related to the implementation of zoning, property maintenance and nuisance laws;
- managing the nuisance abatement and assessment process;
- managing the property maintenance inspection program;
- managing the zoning violation inspection program;
- managing the Vacant Building Maintenance License Program;
- managing the Vacant Foreclosed Property Registry Program;
- conducting field inspections, document violations, and prepare violation orders, notices, and reports;

- assisting the public by providing information on all applicable zoning, nuisance, and property maintenance provisions and procedures, and provide referrals to the proper agencies;
- maintaining complete and accurate records of all applications reviewed, inspections completed, and violation cases investigated;
- assisting the Zoning Administrator with reports and memos regarding appeal hearings to ensure a thorough presentation of facts and staff consideration;
- preparing violation notices and orders for any property found in violation of the appropriate township resolutions;
- preparing materials for court prosecution as a result of citations or warrants issued;
- appearing in court as complainant or witness as required;
- creating ideas that improve production, communication, organizational performance, or result in cost or time savings for the Department;
- completing other tasks as assigned by the Zoning Administrator.

EDUCATION and/or EXPERIENCE:

A Bachelor's Degree in Planning or similar discipline; or Associates Degree and two years Code Enforcement or construction related experience. An equivalent combination of additional education or experience will be considered.

Possession of technical proficiency in Microsoft Word, Excel, Powerpoint and Outlook are required.

Possession of technical proficiency of ESRI's ArcGIS is preferred.

Possession of a valid driver's license in the State of Ohio is required and professional certifications in property maintenance and code enforcement preferred.

Standard Operating Procedure
Colerain Township Planning & Zoning Department

Violations of Zoning Resolution

1. Complaints are entered into ZonePro by CEO.
2. When a complaint is received, CEO will verify that ZonePro has the correct owner of the property by checking the Hamilton County Auditor's website at www.hamiltoncountyauditor.org and make the appropriate change in ZonePro if necessary.
3. CEO will create a daily inspection list of properties to be inspected then conduct an initial investigation of the property.
4. If not in violation, CEO will update the last inspection date to reflect current inspection; delete the next inspection date; enter "closed" in the complaint record status.
5. If in violation, CEO will take a picture of the violation and attach the picture to the complaint in ZonePro.
 - a. CEO will prepare a Notice of Violation (NOV), take a picture of the NOV and issue the NOV to the responsible party in one of two ways: 1) personal service or 2) certified mail.
 - i. If personal service, CEO will change the status of the complaint in ZonePro to NOV issued. CEO will schedule a reinspection in ZonePro for 21 days later and include pertinent notes for reference in ZonePro.
 - ii. If certified mail, CEO will change the status to "Certified Mail Sent".
 1. CEO will send the NOV to the responsible party via certified mail and list the date mailed in the notes tab of the complaint record.
 2. When the certified receipt is received back, indicating service has been achieved, CEO will change the status of the complaint to "CM Served" and CEO scan and upload signed green card to the complaint record.
 3. If the NOV is returned unclaimed, CEO will mail the NOV via 1st class mail, scan and upload returned envelope and list this action in the notes tab of the record.

4. **CEO** will schedule a reinspection in ZonePro for 21 days after the date of receipt of the certified NOV or the date the NOV is mailed 1st class.
6. **CEO** will conduct the reinspection.
7. If the violation has been resolved, **CEO** will change the status of the record to “closed” and delete any next inspection dates.
8. If the violation is still present, **CEO** will follow the standard operating procedures established for filing a case in the Hamilton County Housing Court.

Violations of Property Maintenance Resolution
Including Trash & Debris

NB – The PM process is exactly the same as the Zoning Process with the exception of the number of days between issuance of NOV and the issuance of citation.

1. Complaints are entered into ZonePro by **CEO**.
2. When a complaint is received, **CEO** will verify that ZonePro has the correct owner of the property by checking the Hamilton County Auditor’s website at www.hamiltoncountyauditor.org and make the appropriate change in ZonePro if necessary.
3. **CEO** will create a daily inspection list of properties to be inspected then conduct an initial investigation of the property.
4. If not in violation, **CEO** will update the last inspection date to reflect current inspection; delete the next inspection date; enter “closed” in the complaint record status.
5. If in violation, **CEO** will take a picture of the violation and attach the picture to the complaint in ZonePro.
 - a. **CEO** will prepare a Notice of Violation (NOV), take a picture of the NOV and issue the NOV to the responsible party in one of two ways: 1) personal service or 2) certified mail.
 - i. If personal service, **CEO** will change the status of the complaint in ZonePro to NOV issued. **CEO** will schedule a reinspection in ZonePro for 7 - 60 days later as required by the property maintenance resolution and include pertinent notes for reference in ZonePro.

- ii. If certified mail, **CEO** will change the status to “Certified Mail Sent”.
 - 1. **CEO** will send the NOV to the responsible party via certified mail and list the date mailed in the notes tab of the complaint record.
 - 2. When the certified receipt is received back, indicating service has been achieved, **CEO** will change the status of the complaint to “CM Served” and **CEO** scan and upload signed green card to the complaint record.
 - 3. If the NOV is returned unclaimed, **CEO** will mail the NOV via 1st class mail, scan and upload returned envelope and list this action in the notes tab of the record.
 - 4. **CEO** will schedule a reinspection in ZonePro for 7 - 60 days after the date of receipt of the certified NOV or the date the NOV is mailed 1st class, as required by the property maintenance resolution.
- 6. **CEO** will conduct the reinspection.
- 7. If the violation has been resolved, **CEO** will change the status of the record to “closed” and delete any next inspection dates.
- 8. If the violation is still present, **CEO** will follow the standard operating procedures established for filing a case in the Hamilton County Housing Court.

Violations of Nuisance Law

NB – Since 2015, we have used the Property Maintenance Resolution for Trash and Debris violations. Nuisance Law will only be used for tall grass.

- 1. Complaints are entered into ZonePro by **CEO**
- 2. When a complaint is received, **CEO** will verify that ZonePro has the correct owner of the property by checking the Hamilton County Auditor’s website at www.hamiltoncountyauditor.org and make the appropriate change in ZonePro if necessary.
- 3. **CEO** will create a daily inspection list of properties to be inspected then (s)he will conduct an initial investigation of the property.

4. If not in violation, **CEO** will update the last inspection date to reflect current inspection; delete the next inspection date; enter “closed” in Status.
5. If in violation, **CEO** will take a picture of the violation as part of the inspection.
 - a. **CEO** will prepare a Notice of Violation (NOV) sticker, post the NOV sticker on the front door of the property and take a picture of the NOV sticker on the front door as part of the inspection.
 - b. **CEO** will change the status of the complaint to “NOV Posted” **CEO** will schedule a reinspection for 7 days later.
 - c. If there is no structure for the NOV sticker to be posted, **CEO** will send the NOV sticker to the responsible party via certified mail and list the date mailed in the notes tab of the record.
 - i. When the certified receipt is received back, indicating service has been achieved, **CEO** will change the status of the complaint to NOV posted as the violation status and scan and upload signed green card into ZonePro.
 - ii. If the NOV is returned unclaimed, **CEO** will mail the NOV via 1st class mail, scan and upload returned envelope and list this action in the notes tab of the record.
 - iii. **CEO** will schedule a reinspection in ZonePro for 7 days after the date of receipt of the certified NOV or the date the NOV is mailed via 1st class mail.
6. **CEO** will conduct the re-inspection.
 - a. If the violation has been resolved, **CEO** will result the final investigation as “Closed” and ensure that the next inspection date field has been cleared. **CEO** will make notes about pertinent information related to the violation and its resolution.
 - b. If the violation is still present, **CEO** will change the status to “Reso”.
7. **CEO** will use ZonePro to determine which properties are ready to be included on the Trustee’s Resolution and prepare all notices, including lienholder notifications. After notices have been processed, a resolution for the Trustees will be prepared in the following way:
 - a. **CEO** will prepare the resolution with the date of meeting. The property address, book, page and parcel number must be listed on the resolution.

- b. **CEO** will let the **Planning Director** know two Mondays before the Trustees meeting that there will be a nuisance resolution on the meeting agenda.
 - c. **CEO** will give the original resolution to the **Fiscal Officer** for signatures.
 - d. After the Trustees pass the resolution, **CEO** will get a copy of the resolution from either the Fiscal Director's assistant or from the Township website (all resolutions are uploaded after they are passed).
- 8. **CEO** will change the violation status to "abatement".
- 9. **CEO** will assign abatements to abatement contractors
 - a. **Abatement Contractors** will take a picture - with the date and time function of the camera turned on - upon arrival at each abatement. They will complete the abatements and note the date of abatement on the abatement log sheet. They will take a picture after the abatement is completed – with the date and time function of the camera turned on.
 - b. Per the abatement contract, **Abatement Contractor** will submit the abatement log and pictures for each abatement to **CEO**.
 - c. **CEO** will update the status of the violation record to "abated" and attach the pictures to the violation record.
- 10. **CEO** will prepare the assessments, send them to the Hamilton County Auditor's Office and change the violation status to "assessed".

Code Enforcement Strategy

Q1 2017



COLERAIN
EST. 1794

Colerain Township
4200 Springdale Rd.
Building, Planning & Zoning
Jenna LeCount AICP | Director

Overview of Enforcement Officer/Inspector Functions:

The Colerain Township Department of Building, Planning & Zoning has four key functions with respect to Code Enforcement:

1. Zoning: Regulated by the Zoning Resolution – typically enforcing the permitting process and the inspection of proper installation for items such as fences and accessory structures.
2. Property Maintenance: Regulated by the Property Maintenance Code – typically enforcing overall maintenance and appearance of properties as well as removal of junk, debris, and trash.
3. Nuisance: Regulated by ORC505.87 (action by Board of Trustees) – oversight of the abatement process for properties non-compliant with tall grass and weeds. Note: ORC 505.87 allows Township to also abate trash; however, Colerain Township enforces trash under the Property Maintenance Code.
4. Vacant/Foreclosed Properties: Regulated by the Vacant Foreclosed Property Registry Resolution and the Vacant Building Maintenance License Resolution – enforcement measures for the maintenance and registration of vacant and foreclosed properties throughout the Township.

SUMMARY

This document outlines the Department's strategy and work plan for its Code Enforcement function. It is intended to be a "living document" that is edited and amended as appropriate to provide nimble response to pressing issues that may arise throughout the community. This document will also be updated to reflect the outcomes of our efforts.

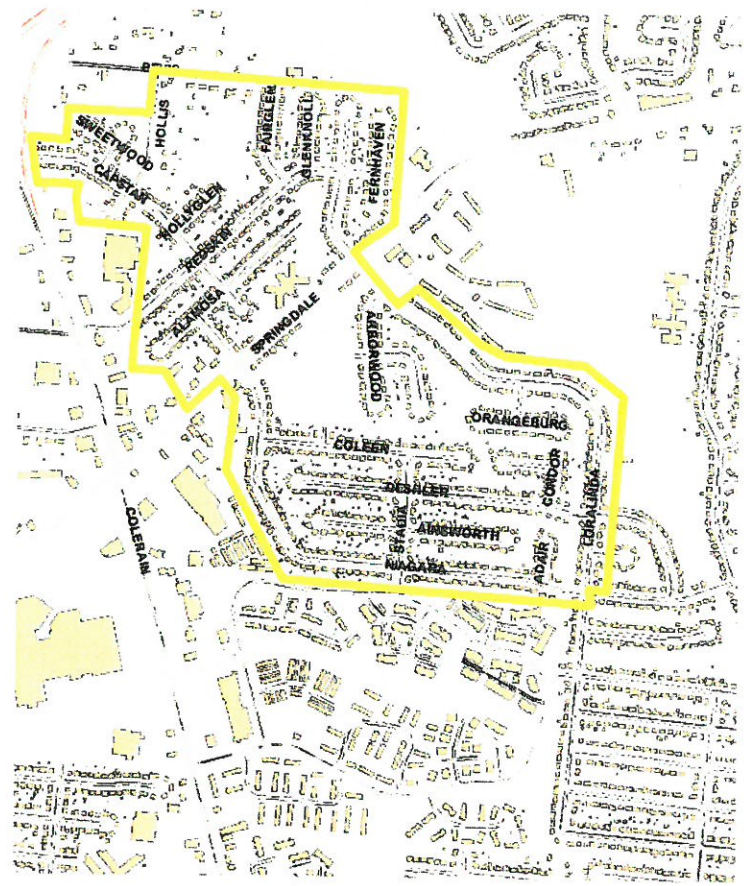
Throughout the year, the Department will provide responsive and proactive Code Enforcement.

Responsive Enforcement – We respond to and investigate hundreds of calls for service. Calls for service may come to us via phone, website, email, letter or in person. Though the most efficient way for Staff to manage daily workflow is to receive calls for service through the Nuisance Complaint Hotline at 513-385-CODE (2633). Staff will continue to make responding to calls for service our top priority.

Proactive Enforcement – In addition to responding to calls for service, each month we have identified a specific geography within which we will conduct strategic enforcement actions. The following pages identify the monthly focus areas from January through March of 2017.

Northbrook West

PRIMARY FOCUS: Property Maintenance
SECONDARY FOCUS: Vacant Buildings



TARGET AREA

FEBRUARY 2017

NORTHBROOK EAST

PRIMARY FOCUS: Property Maintenance
SECONDARY FOCUS: Vacant Buildings



TARGET AREA

MARCH 2017

GROESBECK

PRIMARY FOCUS: Property Maintenance

SECONDARY FOCUS: Junk & Debris



TARGET AREA

NEW BUSINESS

Department: Colerain Township Administration

Department Head: Daniel P. Meloy

Administration

a. Approval of 2017 Meeting Dates – Colerain Township Board of Trustees

Recommend the Board of Trustees approve the 2017 Board meeting dates as presented. Please note that “work sessions” have not been scheduled for 2017, but “special” meetings may be added to specifically address nuisance properties during the months of May and September. If additional meetings are deemed necessary, notice will be provided to the local media and posted on our website.

b. Approval of Fund to Fund Transfers

Recommend Board of Trustee approval for the following “Fund to Fund” transfers

Date: 11/22/2016
From: General Fund
To: Bond “Street Scape” Fund
Amount: \$0.26

Rationale:

Funds for the “Street Scape” were budgeted for 2016, but not completely transferred.

a. Approval of Policy Revisions for Non-Contract Employee HSA Benefits and New Employee Deposit Amounts

Recommend the Board of Trustees approve an increase of \$200/\$400 per plan year, as it relates to the employer contribution to non-contracted employee HSA accounts. The amount of annual employer deposit amounts depends upon the level of coverage, i.e. family; employee/spouse; employee/child or employee only.

Relative to HSA employer deposits, a prorated practice of deposits for newly hired employees were agreed upon for police and fire contracted employees. The new deposit agreement provides Administration with the process to pro-rate an HSA deposit, based on the plan year and the new hire date.

Rationale:

During 2016 collective bargaining negotiations, the employer and bargaining units agreed to return the employee HSA deposit amount to the pre-2013 levels.

NEW BUSINESS

b. Approval of 2017 Temporary Appropriations

Recommend the Board of Trustees approve the 2017 “Temporary Appropriations” resolution.

Rationale:

The resolution presented for Board approval is the same appropriations as presented and approved during the July 2016 Trustee meeting.

c. Approval of Property and Casualty Insurance Provider for 2017

Recommend the Board of Trustees approve the Township entering into agreement with the Ohio Plan for the provision of property and casualty insurance for the period of January 1, 2017 through December 31, 2017. The cost for coverage and service through the Ohio Plan is \$193,569.00.

Rationale:

In 2016, the Township entered into a consulting agreement with the Hylant Group and Mr. Mark Renske to facilitate an “RFP” process. The purpose of this agreement was twofold: First, Hylant would provide the township with an independent, unbiased coverage audit of the township’s current insurance program. At the conclusion, the administration would be able to validate the current program structure or make the appropriate and necessary improvements. Second, the township would also solicit competitive bids from the various public entity insurance markets to ensure the township is receiving the best available pricing the market place is able to offer.

The RFP was published and the Township received three competitive bids. All three competitors provided comparable property and casualty coverages as well as their agency costs for Township coverage. Each of the three options provided, had various coverage advantages and disadvantages. Based on the review, the “Ohio Plan” was not only the lowest of the three competitive bids, but it also provided the best overall coverage form (“Occurrence” vs. “Claims-Paid” form) while also eliminating a significant claims reporting requirement that has prevented the township from seriously pursuing other insurance provider options.

For reference, Colerain Township paid more than \$244,000 for “Property and Casualty” insurance in 2016. The Township was projected to pay almost \$248,000 for insurance coverage for 2017.

d. Approval of COBRA Insurance Plan Agreement

Recommend Board approval to enter into an agreement with Infinisource for the provision of “COBRA” insurance coverage.

NEW BUSINESS

Rationale:

This agreement is a new agreement for Colerain Township, replacing the existing COBRA coverage through Wageworks. Infinisource provides 24/7 assistance to our ex-employees who participate in the system. Infinisource is ACA compliant, and was the less expensive of three quotes for this coverage.

e. Approval of Agreement with Super Awesome Media, LLC, dba as Cerkl

Recommend Board of Trustee approval to enter into a one-year agreement with Cerkl as a community engagement partner for the Colerain Township. The expense to the Township for the one-year contract is \$1,200.00.

Rationale:

Cerkl presentation, from Engagement Specialist, Maddy Rieman. If approved, the Township will begin work with Cerkl to engage our community on the benefits and uniqueness of Cerkl's community engagement model.

f. Approval of Resignation and General Release Agreement

Recommend Board of Trustee approval for the Administrator to execute a resignation and general release agreement for a past employee.

g. Approval of Lease Renewal with Rumpke - 11865 Old Colerain Avenue

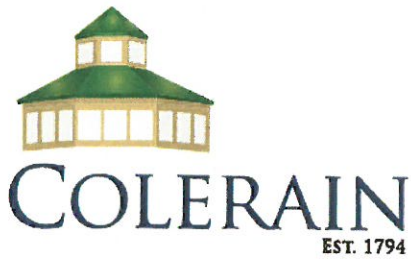
Recommend Board of Trustee approval for the Administrator to enter into a renewal agreement with the Rumpke Corporation for the leasing of space at 11865 Old Colerain Avenue. The renewal period is from October 1, 2016 through September 30, 2019. The HVAC improvements were made as part of the 2013 agreement and therefore no longer needed for the agreement. Otherwise, there is no change to the agreement.

h. Approval to Continue the Terms and Conditions of the Current AFSCME Contract

Recommend Board of Trustee approve a continuation of terms and conditions for the current AFSCME contract until a successor agreement is negotiated and approved by the employer and the bargaining unit. The current contract expires on December 31, 2016.

Rationale:

Representatives from the AFSCME bargaining unit and Administration are in the process of negotiations. The AFSCME representative recently experienced the birth of a child and has been unavailable for negotiations, causing the need to request this approval to continue the terms and conditions of the current agreement.



Colerain Township Board of Trustee Meeting Schedule 2017 Calendar Year

Regular Board of Trustee Meeting Dates for 2017

Meeting Dates

January 10, 2017

February 14, 2017

March 14, 2017

April 11, 2017

May 9, 2017

June 13, 2017

July 11, 2017

August 8, 2017

September 12, 2017

October 10, 2017

November 14, 2017

December 12, 2017

(2nd Tuesday unless otherwise noted)

Executive Session Start Time: (5:30 p.m.)

Public Session Start Time: (6:00 p.m.)

There are no work sessions scheduled, at this point, for 2017. Special meetings will be scheduled as needed with appropriate notice provided.

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

Trustees: Jeffrey F. Ritter, Michael Inderhees and Gregory K. Insko
Fiscal Officer: Heather E. Harlow
Administrator: Daniel P. Meloy

COLERAIN

Interfund Transfer Listing

Year 2016

Transfer #	Post Date	Tran Date	From Account	To Account	Amount	Approval	Status
1053	11/22/2016	11/22/2016	1000-910-910-0900	3105-931-0000	\$0.26		O

Status Code: O = Open, V = Voided

VIII. INSURANCE

Health Savings Account.

1. On the first business day of the plan year, the Township will make a contribution to the Health Savings Account of all eligible full-time employees participating in the Medical Insurance program based on the following amounts:

- Employee \$1,000
- Employee/Spouse \$2,000
- Employee/Children \$2,000
- Family \$2,000

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 5:30 p.m. on the 13th day of December, 2016, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Michael Inderhees, Mr. Greg Insko, Mr. Jeffrey Ritter
 Mr. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 16

**RESOLUTION AUTHORIZING THE ADOPTION OF TEMPORARY
 APPROPRIATIONS FOR THE YEAR 2017**

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

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of "Temporary Appropriations" for the year ending December 31, 2017 to the Hamilton County Budget Commission, as follows:

FUND	NAME	TEMPORARY APPROPRIATIONS
1000	GENERAL	\$4,418,824
2011	MVLT	\$47,672
2021	GASOLINE	\$349,375
2031	ROAD AND BRIDGE	\$1,180,989
2081	POLICE DISTRICT	\$7,739,566
2111	FIRE DISTRICT	\$11,605,488
2181	ZONING	\$512,182
2231	PMVLT	\$464,022
2261	PD DRUG ENFORCEMENT	\$42,596
2271	PD DUI	\$1,500
2281	EMS	\$1,530,519
2401	LIGHTING ASSESSMENTS	\$158,295
2901	TIF (KROGER)	\$169,425
2902	RECYCLING INCENTIVE	\$22,864
2907	TIF (STONE CREEK)	\$1,645,871
2910	TIF (BEST BUY)	\$97,950
2911	PARKS AND SERVICES	\$435,404
2912	COMMUNITY CENTER	\$177,885
3101	BOND RETIREMENT (GOV BLDG)	\$0
3102	BOND RETIREMENT (PARKS)	\$303,492
3103	BOND RETIREMENT (PW BLDG)	\$212,273
3105	BONDS – STREET SCAPE	\$177,550
3301	BOND RETIREMENT (FIRE DISTRICT)	\$242,192
	TOTAL	\$31,535,934

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

Vote Record: Mr. Ritter _____, Mr. Insko _____, Mr. Inderhees _____

ADOPTED this _____ day of December, 2016.

BOARD OF TRUSTEES:

Jeffrey F. Ritter, Trustee

Gregory Insko, Trustee

Michael Inderhees, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Scott A. Sollmann (0081467)
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 13th day of December, 2016. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Heather E. Harlow,
Colerain Township Fiscal Officer

Infinisource COBRA Service Agreement

Section 1: Fees and Consideration Appendix - Fees due with agreement unless otherwise noted

Employer shall pay as compensation to Infinisource, for its performance as herein described for the services indicated, said sum itemized and payable as follows:

Employer Legal Name: Colerain Township

Insured employees: 140 Number of reporting locations: 1

Compliance Service		Per Unit or Minimum	Setup Fee	Annual Fee	Total
COBRA	<input checked="" type="checkbox"/>	*\$.60 per insured employee, per month fee or \$550.00 monthly minimum with less than 77 insured	Included	\$1,008.00	\$1,008.00
Premium Collection	<input checked="" type="checkbox"/>			Included	
Total due with Agreement					\$1,008.00

COBRA fees are based upon one reporting location. Separate tracking for additional locations will require an additional annual fee per location. Employer agrees to pay \$10 per premium remittance check issued. Direct deposit remittance is at no additional cost.

Check box if applicable.

☐ Employer is a customer on the iSolved HCM Platform for payroll and benefits enrollment and would like full integration of COBRA and iSolved.

Special notes: *Discount applied.

All fees are non-refundable.

Infinisource use only	HYLXP WAI00003	Agreement valid for 30 days from	11/14/16
Internal agent #	RAT00000	Account #	C9956598
		Service effective date	

Section 2: Employer Information

This agreement is hereby made between Infinisource and:

Colerain Township

Employer Legal Name (Check Type of Entity Below) – Please print			
Entity Type: <input checked="" type="checkbox"/> Employer <input type="checkbox"/> Plan Administrator			
4200 Springdale Road	Cincinnati	OH	45251
Address	City	State	Zip
513-385-7500	513-245-6503	Government Entity	
Phone number	Fax number	Nature of business	
Emily Randolph		513-923-5003	erandolph@colerain.org
Primary Contact	<input checked="" type="checkbox"/> COBRA <input checked="" type="checkbox"/> FSA <input checked="" type="checkbox"/> PHI Contact	Telephone	Primary Contact E-mail address
Shannon O'Connell		513-923-5011	soconnell@colerain.org
Backup Contact	<input type="checkbox"/> Reports <input checked="" type="checkbox"/> COBRA <input type="checkbox"/> FSA <input type="checkbox"/> PHI Contact	Telephone	Backup Contact E-mail address
Implementation Contact (if different than the primary contact)		Telephone	Implementation Contact E-mail address

Third party reporting authorization

We hereby authorize the following designee to submit certain reporting forms on our behalf, which we acknowledge are our responsibility to provide. We are aware that if this reporting arrangement changes, we must notify Infinisource directly. If we assign this reporting function to any other source, we will make Infinisource aware of such a change.

Agency name: Hylant				
Agency contact: Jenny Waitman		Phone: 513-354-1646		
Address: 50 E Business Way Ste 420, Cincinnati, OH 45241		Fax: 513-354-1596		
E-mail address: jenny.waitman@hylant.com		Other: 513-430-9187		
We authorize the above designee for:	Online access Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contact on COBRA notice Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	PHI Contact Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Receive Reports Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Note: Requests for extraneous services, such as customized programming, customized reporting, and/or plan changes after initialization may be made in writing by Employer. Upon Infinisource approval of such request, a programming fee of \$190.00 per hour will apply.

We acknowledge receipt of Infinisource Service agreement in its entirety, and the following Appendices:

Fringe Benefit Plan Administration Service Appendix, Electronic Payment Card Service Appendix and HIPAA Confidentiality Appendix.

IN WITNESS WHEREOF, Employer and Infinisource have caused this Agreement consisting of [Sections 1, 2, 3 and all attached appendices(s)] to be executed in their names by their undersigned officer, the same being duly authorized to do so.

Please sign, date and return Section 1 and 2 via email to solutions@infinisource.com.

Employer Authorized Signature	12/13/2016 Date
Infinisource Authorized Signature	Date

Infinisource use only	HYLXP WAI00003	Agreement valid for 30 days from	11/14/16
Internal agent #	RAT00000	Account #	C9956598
		Service effective date	

Infinisource Service Agreement

Section 3: General Terms and Conditions

Infinisource Inc., ("Infinisource") owns and operates a service corporation designed to assist employers with various administrative services related to certain benefit plans ("Benefit Plan(s)") sponsored and maintained by Employer (as identified in Section 3) for the benefit of eligible employees and their eligible dependents covered under the Plan ("Covered Individuals").

Infinisource will only provide the services specifically set forth in this Agreement and chosen by Employer in the Fees and Consideration Appendix (Section 1) attached to and incorporated in this Agreement. In consideration of the mutual promises set forth herein, it is agreed by and between Infinisource and Employer (the "parties") as follows:

A. Commencement of Agreement and Duration

This Agreement shall commence on the service effective date (the "Effective Date") assigned by Infinisource, and it shall continue until terminated in accordance with this Agreement. The Appendices incorporated into and made a part of this Agreement may have a later effective date.

B. Scope of Agreement; Relationship of Parties

This Agreement sets forth certain rights and obligations of Employer and Infinisource, and the terms of this Agreement shall apply to any assignee or successor of Employer and/or Infinisource. The parties intend that this Agreement will establish an independent contractor relationship. Infinisource is not an agent or employee of Employer (for purposes of establishing Principal-Agent relationships), and the employees of Employer are not entitled to any of the benefits of employment granted by Infinisource to its own employees. Infinisource is not the Plan Administrator or a Plan Fiduciary of the Benefit Plans, as those terms are defined in ERISA. It is understood that Infinisource is free to perform similar services for other employers while this Agreement is effective. Employer is solely responsible for establishment and operation of the Benefit Plans for which Infinisource provides related services in accordance with this Agreement. Employer has sole discretionary authority and responsibility for construing and interpreting the provisions of the Benefit Plans and deciding all questions of fact arising under the Plans. It is Employer's sole responsibility and duty to ensure compliance with all applicable laws and regulations, and Infinisource's provision of services under this Agreement does not relieve Employer of this obligation. Infinisource is responsible for providing services that comply with applicable law and regulations that assists Employer with its obligations under such Benefit Plans to the extent set forth herein. Subject to Infinisource's responsibilities under subsection O, Employer understands that it is Employer's responsibility to pay any fee or penalty assessed by the Internal Revenue Service, the Department of Labor or other state or federal regulatory agency. Employer acknowledges that Infinisource is not an accounting or law firm and no services provided by Infinisource in accordance with this Agreement will be construed by Employer as tax or legal advice as a result of providing such services.

All duties performed by Infinisource will be nondiscretionary in nature and will be performed in accordance with the terms of the Benefit Plans established by Employer and Infinisource's standard operating procedures. Infinisource has no discretionary authority with respect to interpreting the terms of the Benefit Plans.

C. Fees

In consideration of the provision of services by Infinisource hereunder, Employer agrees to make payments in the amounts specified in the Fees section herein. Failure to pay fees by the due date (including any grace period) may result in the imposition of interest and penalties and/or termination of the Agreement. Infinisource may change the fees for any reason at the beginning of each 12-month period beginning with the Effective Date provided that notice of such changes is provided to Employer at least 30 days before the beginning of such 12-month period. In addition, Infinisource may revise the fees during any 12-month period if changes to the Benefit Plans or applicable law are made (regardless of the reason) that materially revise the nature or scope of the services contemplated by this Agreement. Such changes will be effective no earlier than 30 days after Infinisource provides written notice to Employer.

D. Authorization

Employer hereby authorizes Infinisource to perform any and all acts and deeds necessary to perform the duties as set forth in this Agreement, including but not limited to, enlisting the services of a third party to assist Infinisource with its duties hereunder. Such third parties have agreed to confidentiality requirements consistent with Infinisource's responsibilities under this Agreement. Infinisource will indemnify and hold Employer harmless for all direct monetary damages of a compensatory nature arising from the intentional and grossly negligent acts of the third party related to services provided by the third party in accordance with this subsection D. If Employer requests Infinisource to act in a manner that is inconsistent with the terms of this Agreement and/or applicable law, Infinisource reserves the right to refuse such a request and will comply with such request only to the extent Employer makes such request in writing.

E. Information from Employer

Infinisource will establish various methods for transferring information to and from Infinisource. Employer must use one of the methods established by Infinisource. Employer will furnish the information determined by Infinisource to be necessary to satisfy its responsibilities under this Agreement. Such information will be provided to Infinisource in the time and in the manner agreed to by Employer and Infinisource. Employer understands that Infinisource cannot accurately perform its duties under this Agreement without accurate and timely information and that Infinisource shall have no liability to Employer or any Covered Individual as a consequence of inaccurate and/or untimely information provided to Infinisource by Employer, its designee, or another existing or former service provider. Infinisource will have no obligation to credit Employer for any claims expenses or administrative fees incurred or paid to Infinisource as a consequence of Infinisource receiving inaccurate or untimely information. Employer agrees to pay Infinisource its standard hourly rate set forth in the Fees and Consideration Appendix, if any, for any corrections that must be made as a result of such inaccurate or untimely information. Infinisource will assume that all such information provided to Infinisource by Employer, its designee or another existing or former service provider is complete and accurate and is under no duty to question the completeness or accuracy of such information. Employer will review any information and/or reports provided by Infinisource in accordance with this Agreement as soon as possible after Employer has received such information and Employer will notify Infinisource of any errors in such information and/or reports as soon as possible after its review.

F. Confidentiality and Disclosure

All information, whether printed, written or oral, in answer to an inquiry or voluntarily furnished by Employer or its agents or employees to Infinisource shall be held in confidence by Infinisource and used and disclosed solely for the purposes of fulfillment of the terms of this Agreement. Employer and Infinisource each acknowledge that as a result of entering into this Agreement, each party has, and will continue to reveal and disclose to the other, information that is proprietary and/or confidential to such party. Employer and Infinisource agree that each party will (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not

directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable or electronically recorded form (and identified as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records and correspondence concerning the parties' respective businesses or finances. The terms and conditions related to confidentiality in this Agreement shall survive the termination of this Agreement. Employer agrees that it shall not disclose to any other party, nor shall Employer use for its own benefit, the details or written evidence of services provided by Infinisource hereunder without the express prior written consent of Infinisource.

Both parties agree to use and disclose Individually Identifiable Health Information, including Protected Health Information, only as set forth in the HIPAA Confidentiality Appendix incorporated into and made a part of this Agreement.

G. Audits

Employer (or its designated agent) may perform no more than one (1) audit of the records specifically related to performance of the parties under this Agreement each year, subject to reasonable prior written notice to Infinisource. Audits must be performed during Infinisource's normal working hours. Infinisource may require Employer or an agent of Employer to sign a confidentiality Agreement provided by Infinisource. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it will reimburse Infinisource for Infinisource's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports, as the other party will reasonably request.

H. Electronic Administrative Services

Infinisource may provide certain electronic administrative services as set forth in this Agreement. Infinisource shall not be deemed in default of this Agreement, nor held responsible for any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

I. Payments to Infinisource

Notwithstanding any provision herein to the contrary, Employer and Infinisource intend and agree that any funds submitted by Employer to Infinisource in accordance with this Agreement are paid from Employer's general assets and in no way include any employee contributions. Employer further warrants and represents that such payments are not made to Infinisource from a separate fund, account or trust bearing the name of a Benefit Plan or that of any Covered Individuals thereof. Employer agrees that any trust requirements, to the extent applicable, are the sole responsibility of Employer.

Infinisource may deposit any amounts received from Employer and/or directly from individuals covered under a Benefit Plan for purposes of paying Benefit Claims or Benefit Plan premiums in a general custodial account maintained by Infinisource on behalf of its employer clients. Any interest earned with respect to funds in the custodial account is retained by Infinisource as an administrative fee in addition to the fees set forth in the Fees section. In addition, any fees due and payable to Infinisource in accordance with this Agreement may be withdrawn from such account in the event that Employer has failed to timely and completely pay a required fee or as otherwise agreed to by the parties.

J. Bonding

To the extent required by applicable law, Infinisource will maintain a fidelity bond covering all Infinisource's employees who handle plan funds in accordance with the terms of this Agreement. This bond covers the handling of plan funds from dishonesty, theft, forgery or alteration and unexplained disappearance. Any interest earned with respect to funds in the custodial account is retained by Infinisource as an administrative fee in addition to the fees set forth in the Fees and Consideration Appendix.

K. Communications

All communications between the parties shall be sent by e-mail, confirmed fax, guaranteed overnight mail or similar service with tracing capability or first class United States mail. All communications between the parties are deemed provided when sent except as otherwise set forth in this Agreement. Employer agrees that Infinisource communicates confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer ("Designated Person"). As a result, Employer agrees that Employer is responsible for all damages or costs arising from communication to such Designated Person, especially if Employer failed to notify Infinisource that the named contact was no longer a Designated Person.

L. Entire Agreement

This instrument (including documents specifically incorporated into and made a part of this Agreement by reference) embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. Failure by Employer or Infinisource to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. This Agreement shall be construed under the laws of the State of Michigan. If any part, section, clause, or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other part, section, clause, or provision thereof.

M. Amendments, Waivers and Modifications

This agreement may be amended only by written agreement of the duly authorized officials of Employer and Infinisource except as otherwise set forth herein. In addition, any failure by Infinisource to enforce a right provided for in this Agreement shall not be considered a waiver of that right unless expressly set forth as such in writing.

N. Assignment

Neither party can assign this Agreement without prior written consent from the other party.

O. Indemnification and Liability

1. Infinisource will exercise the same reasonable care and due diligence in performing its obligations under this Agreement that a prudent administrator in the same industry would exercise (herein after, the "Standard of Care"). It shall not be a breach of the Standard of Care set forth herein if Infinisource acts in accordance with Employer's written instructions.

2. Except as otherwise provided in this Agreement, Infinisource will indemnify and hold Employer, its officers and employees harmless against all direct monetary damages, in connection with any action, suit, administrative proceeding or settlement related to the Benefit Plans for which Infinisource provides administration assistance to the Employer, only to the extent such damages are reasonably ascertainable and are the direct and proximate result of Infinisource's breach of the Standard of Care set forth herein.
4. Under no circumstance will either party be liable to the other in a breach of contract claim for any incidental, indirect and/or punitive damages.

P. Benefit Plan Claims

Infinisource does not insure or underwrite the Benefit Plan liability of Employer and is not financially responsible for the claims and/or expenses incident to the Benefit Plans. Infinisource has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Benefit Plans; however, Infinisource will provide to Employer and/or Employer's legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in Infinisource's possession that may relate to such claim for benefits and/or expenses.

Q. Termination of Agreement

Either party may terminate all or part of this Agreement for any reason effective no earlier than 60 days after written notice is provided to the other party. This Agreement will automatically terminate on the earliest of the following dates.

1. The date that all Benefit Plans for which related services are provided under this Agreement have been terminated.
2. If the reason for termination is the failure by Employer to pay a fee by the due date (including any grace period), termination of this Agreement will be retroactively effective as of the last day of the period for which a fee was properly made in accordance with this Agreement, except as otherwise provided in writing by Infinisource.
3. The date that this Agreement or all of the Benefit Plans for which related services are provided in accordance with this Agreement become in violation of applicable law.

Termination of this Agreement shall not terminate the rights or obligations of either party arising prior to the effective date of such termination. The indemnity and confidentiality provisions of this Agreement shall survive its termination.

R. Recordkeeping

Infinisource will maintain the usual and customary books, records and documents, including electronic records in Infinisource's possession, for the greater of the term of this Agreement plus 30 days or eight years following the date the record was created or received by Infinisource. During this period, Employer has the right of continuing access to these documents, and as such Infinisource will deliver copies of all such books, records and documents in its possession to Employer or its designee as soon as possible but no later than 30 days after Employer has provided a written request for such documents. Employer shall be required to pay Infinisource's reasonable charges for transportation or duplication of such records.

Infinisource Service Agreement - HIPAA Confidentiality Appendix

This HIPAA Confidentiality Appendix ("Appendix") is by and between Employer in its individual capacity and on behalf of its group health plan(s) ("Plan(s)") and Infinisource, in its capacity as service provider to both the Plan and Employer. This Appendix is incorporated into and made a part of the Infinisource Service Agreement ("Agreement") between Employer and Infinisource. The effective date of this Appendix is the effective date of the Agreement. This Appendix is effective until terminated as set forth below or the Agreement is terminated in accordance with the terms of the Agreement.

A. Scope and Purpose

Generally, this Appendix is intended to comply with the privacy, security, breach notification and enforcement rules at 45 CFR Parts 160 and 164 ("HIPAA Rules"), issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). **The parties agree and acknowledge that this Appendix is intended to serve the same purposes as a Business Associate Agreement as that term is defined in the HIPAA Rules.**

In agreeing to this Appendix, both Employer and Infinisource acknowledge that the Plan and Employer are separate and distinct entities and that Infinisource may perform services both on behalf of the Plan and also on behalf of Employer in its capacity as Plan Sponsor. Infinisource is considered a Business Associate under the HIPAA Rules only with respect to services it performs on behalf of the Plan, which is a Covered Entity under HIPAA, if any, and an Agent of Employer with respect to services it performs on behalf of Employer/Plan Sponsor, if any. This Appendix sets forth the responsibilities of Infinisource in its capacity as a Business Associate and in its capacity as Agent of Employer, as required by HIPAA Rules. See 45 CFR §164.504(e) & (f) for more information. This Appendix also sets forth Employer's responsibilities under this Appendix. Infinisource is referred to as Agent of Employer in this Appendix for the sole purpose of identifying the distinction between its role as a service provider to the Plan and as a service provider to Employer related to the use and disclosure of health information. The use of the term "agent" is not intended to define the legal relationship between Employer and Infinisource.

A reference in this Appendix to a section in the HIPAA Rules means the section as in effect or as amended. Any ambiguity in this Appendix will be interpreted to permit compliance with the HIPAA Rules.

B. Definitions

The following terms used in this Appendix have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information ("PHI"), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI and Use. Other capitalized terms used but not defined in this Agreement have the same meaning as those terms are defined in the HIPAA Rules. Other defined terms are as follows:

1. **"Business Associate"** has the same meaning as the term "business associate" at 45 CFR §160.103.
2. **"Covered Entity"** generally has the same meaning as the term "covered entity" at 45 CFR §160.103.
3. **"Representative"** includes Business Associate's managing members (as applicable), trustees, general partners (as applicable), financial and legal advisors and all other individuals, including employees, who are performing functions related to the subject matter of this Agreement.

C. Responsibilities of Business Associate

1. **Scope of Responsibilities.** All services performed by Infinisource in accordance with the Agreement other than those set forth in Section D below will be considered performed on behalf of the Plan and are subject to the provisions set forth in this Section C.

2. **Confidentiality.** At all times, both during and after the termination of its relationship with the Plan for any reason, Business Associate and its Representatives will not use, disclose or give others any of the PHI in any manner whatsoever, except as provided in Sections C.3 and C.4 of this Appendix, and will hold and maintain the PHI in confidence. Business Associate will ensure that appropriate safeguards are in place to prevent the use or disclosure of the PHI otherwise than as permitted by this Agreement or HIPAA.
3. **Permitted Uses and Disclosures:**
- Except as otherwise limited in this Appendix, Business Associate may use or disclose PHI, provided that the use or disclosure of PHI would not violate the HIPAA Rules, as follows: (i) as permitted or required in this Appendix and in the Agreement; (ii) as otherwise permitted by the HIPAA Rules; (iii) as Required by Law; (iv) for the proper management and administration of Business Associate; (v) to fulfill any present or future legal responsibilities; (vi) for Data Aggregation services, only as permitted or required by this Agreement or the HIPAA Rules; or (vii) any use or disclosure of PHI that has been de-identified as defined by the Privacy Security/Security Rules.
 - Business Associate shall document any disclosures of PHI and the information related to those disclosures to respond to an accounting of disclosures of PHI if requested by Employer in accordance with the HIPAA Rules and to provide the documentation to the Plan as it may request from time to time.
 - If Business Associate maintains PHI in a Designated Record Set, Business Associate shall provide access to the PHI to the Individual or the Individual's designee as necessary to satisfy the Plan's obligations under the HIPAA Rules. Business Associate shall amend PHI that it maintains in a Designated Record Set as directed or agreed to by the Plan and to incorporate any amendments to PHI.
 - Business Associate may disclose PHI to its agents or Subcontractors with a bona fide need to know the PHI, but only if, prior to the disclosure, these agents or Subcontractors will agree to the same restrictions, conditions and requirements that apply to Business Associate with respect to PHI.
 - Business Associate may disclose PHI to other third party vendors provided that Business Associate has received instruction to do so from Employer. Business Associate may assume upon instruction from Employer that the third party vendor has properly entered into a Business Associate Agreement where required.
 - Business Associate shall make reasonable efforts to use or disclose no more than the minimum amount of PHI necessary to accomplish the intended purpose. The Minimum Necessary standard will not apply in these situations:
 - Disclosures to or requests by a health care provider for treatment
 - Uses or disclosures made to an Individual regarding the Individual's PHI or as authorized by the Individual in writing
 - Disclosures to the Secretary or as required by law
 - Uses or disclosures required for compliance with HIPAA
4. **Required Uses and Disclosures.** Business Associate may disclose the PHI revealed to it by the Plan only to the extent the disclosure is required by Law or is in compliance with a court order. Business Associate shall make its internal practices, books and records, relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of the Plan, available to the Secretary for purposes of determining the Plan's compliance with the HIPAA Rules.
5. **Required Notice to Business Associate.** In accordance with HIPAA, and to the extent that the limitation may affect Business Associate's use or disclosure of PHI, Employer, acting on behalf of the Plan, shall notify Business Associate of any limitation(s) in its notice of privacy practices, including but not limited to any change in, or revocation of, permission by an Individual to use or disclose PHI. Employer, acting on behalf of the Plan, shall also notify Business Associate of any restriction to the use or disclosure of PHI that it has agreed to in accordance with HIPAA, to the extent that the restriction may affect Business Associate's use or disclosure of PHI. The Plan shall not request Business Associate to use or disclose PHI in any manner that would violate the HIPAA Rules if done by the Plan, except for Data Aggregation or management and administration and legal responsibilities of the Business Associate.
6. **Required Notice to the Plan.** Business Associate shall notify the Plan of any use or disclosure of PHI otherwise than as provided by this Agreement, including but not limited to any Security Incident of which it becomes aware, as soon as possible but no later than within ten days of becoming aware of the prohibited use of disclosure. Notice to one of the employees designated by Employer in accordance with Section C.7 is considered notice to the Plan.
7. **Disclosure to Employees of Employer:**
- When Business Associate discloses PHI to Employer, the Plan acknowledges and agrees that Business Associate shall only disclose PHI to the employees who are identified in the Notice of Privacy Practices distributed by Employer as having access to PHI and employees whom the Employer has designated as HIPAA contacts. The Plan agrees and acknowledges that these disclosures are solely for purposes of carrying out Plan administration functions that Employer performs for its Plan.
 - Employer shall timely notify Business Associate in writing of any changes to the names or positions of employees listed in the Notice of Privacy Practices and changes to a HIPAA designated contact. Business Associate has no duty to inquire whether Employer's list of designated HIPAA contacts is accurate or up to date.
 - Employer shall indemnify and hold harmless Business Associate (and its employees) for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by Employer or its employees. Business Associate shall indemnify and hold harmless Employer (and its employees) for any and all liability Employer may incur as a result of any improper use or disclosure of PHI by Business Associate.
8. **Electronic Data Interchange (EDI).** Business Associate agrees to comply with the EDI standard transaction requirements in the HIPAA Rules to the extent applicable.
9. **Security.** Business Associate shall:
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan and prevent use or disclosure of electronic PHI other than as provided for by this Appendix.
 - Ensure that any agent or Subcontractor to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect electronic PHI.
10. **Additional Requirements from the HITECH Act.** Business Associate shall:
- Comply with the HIPAA Rules in the same manner that a Covered Entity is required to comply in the performance of one or more of the Plan's HIPAA obligations.
 - Refrain from directly or indirectly receiving remuneration in exchange for any PHI of an Individual unless specifically allowed by HIPAA.

- c. Comply with the marketing limitations in HIPAA.
- d. Comply with any required accounting of PHI disclosures as necessary to satisfy the Plan's obligations under the HIPAA Rules.
- e. Notify the Plan of a Breach of Unsecured PHI, following the discovery of the Breach, without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach. Breaches are treated as discovered on the first day on which the Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. The Plan agrees that all other Breach notifications (including but not limited to disclosures to individuals, the Department of Health and Human Services and/or prominent media outlets) are the responsibility of the Covered Entity, as specified in the HITECH Act.

D. Responsibilities of Agent of Employer

1. **Scope of Responsibility.** Infinisource performs the services set forth in Section D.2 on behalf of Employer as agent of Employer to assist Employer with Employer's obligations related to the Plan.
2. **Scope of Services.** The following services are performed by Infinisource as Agent of Employer:
 - a. Services that facilitate and report the enrollment and disenrollment of employees and their eligible dependents in the Plan.
 - b. Services that facilitate the payment of premiums under the Plan.
3. **Scope of Responsibilities of Agent of Employer.** Infinisource, as Agent of Employer, agrees to the same conditions and restrictions set forth in Sections C.2 through C.10 to the extent the information received from Employer originated from the Plan (i.e., the information was once PHI). With regard to all other individual identifiable health information, Infinisource agrees to use its best efforts to protect the confidentiality of the information and to only use the information as necessary to perform services referenced in Section D.2 or as otherwise required or permitted by applicable law.
4. **Electronic Data Interchange.** Employer acknowledges that Agent of Employer is under no obligation to comply with the EDI standard transaction requirements set forth in 45 CFR Parts 160 and 162 and the security rules set forth in 45 CFR §164.302 et seq. with respect to services set forth in Section D.2.

E. Termination

1. **Termination for Cause.** If Business Associate violates a material term of this Appendix, Employer may choose to do one of the following:
 - a. Provide an opportunity for Infinisource to cure the breach or end the violation within a reasonable amount of time and terminate this Appendix and/or this Agreement if Infinisource does not cure the breach or end the violation within the time specified by Employer.
 - b. Immediately terminate this Appendix and/or this Agreement if cure is not possible.
2. **Business Associate Obligations upon Termination.**
 - a. Upon termination of this Appendix and/or this Agreement, Infinisource shall return to the Plan or destroy all PHI received from the Plan, or created, maintained or received by Infinisource on behalf of the Plan in any form except to the extent determined infeasible as set forth in Section 2b. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Infinisource. Infinisource shall retain no copies of the PHI.
 - b. If Infinisource determines, in its sole discretion, that returning or destroying the PHI is infeasible, Infinisource shall notify the Plan of the conditions that make return or destruction infeasible. In that event, Infinisource shall:
 - Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
 - Return to the Plan or destroy the remaining PHI that Business Associate still maintains in any form.
 - Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section E, for as long as Business Associate retains the PHI.
 - Refrain from using or disclosing the PHI retained by Business Associate other than for the purposes for which the PHI was retained and continue to comply with the permitted uses and disclosures that applied prior to termination of this Appendix.
 - Return to the Plan or destroy the PHI retained by Business Associate when no longer needed for its proper management and administration or to carry out its legal responsibilities.
3. **Survival.** The obligations of Business Associate under this Section E shall survive the termination of this Appendix and/or this Agreement.

Infinisource Service Agreement

Federal COBRA USERRA, State Continuation and/or HIPAA Service Appendix

Employer has independently concluded that one or more of its benefit plans that provide medical care ("Health Plans") are subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as subsequently amended, and/or the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as subsequently amended and/or the special enrollment provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as subsequently amended, and/or certain benefit continuation rights under state law, as subsequently amended. Consequently, Employer is required to perform certain acts in order to comply with these laws.

Employer has asked Infinisource to assist it with satisfying Employer's obligations under one or more of these laws as set forth in the Fees and Consideration Appendix.

This Service Appendix describes the rights and responsibilities of Infinisource and Employer with respect to various federal COBRA and/or USERRA and/or HIPAA special enrollment and/or state continuation services provided by Infinisource with respect to the Health Plans. Infinisource will also provide current and updated information to Employer relating to compliance with applicable laws, including any changes or modifications in compliance requirements, notification language and related steps necessary to act in accord with said changes or modifications. These notifications will be based on Infinisource's interpretation as a consultant/benefits administrator of applicable law and should not be construed as tax or legal advice. The rights and obligations outlined below apply only to the extent chosen by Employer on the Fees and Consideration Appendix. This Service Appendix is incorporated into and made a part of the Service Agreement (the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement, or if later, the date assigned by Infinisource as defined in the Infinisource Client Welcome Letter. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement controls.

NOTE: Employer should choose one or more of the following service sets on the Fees and Consideration Appendix.

A. COBRA Administration Services

1. Responsibilities of Infinisource.

(a.) **Notices Required by COBRA:** Infinisource will distribute its standard notices in the following situations where notice is required by COBRA, including the following:

- i. **Initial/General Notice.** Infinisource will send its standard COBRA general notice ("General Notice") to the last known address of each covered employee and, when required by applicable law, the covered spouse or the covered dependent. Infinisource is not responsible for any changes or additions made to the notices by Employer. Infinisource will only provide a General Notice to individuals who become covered after the effective date of this Service Appendix, except as otherwise agreed to by Infinisource. Such General Notice will be distributed to covered employees and/or covered spouses (if enrolling at a different date) as soon as reasonably possible but no later than ten (10) business days after receiving the required information from Employer or its designee.
- ii. **Qualifying Event Election Notice.** Infinisource will send its standard COBRA election notice ("Election Notice") to the last known address of each qualified beneficiary entitled to elect federal COBRA continuation coverage. Infinisource is not responsible for any changes or additions made by Employer to the Election Notice. If all Qualified Beneficiaries reside at the same address, Infinisource may send a single Election Notice and form in accordance with applicable law. An Election Notice will only be sent to Qualified Beneficiaries whose qualifying event occurs after the effective date of this Agreement, except as otherwise agreed to by Infinisource. The Election Notice will be sent to Qualified Beneficiaries as soon as reasonably possible but no later than fourteen (14) calendar days after receiving the required information from Employer, its designee, or where applicable, from the qualified beneficiary. Infinisource will also notify Qualified Beneficiaries of their rights to an extension of COBRA continuation coverage upon proper notification from the qualified beneficiary, Employer or Employer's designee of an event that will extend coverage under applicable law. Infinisource may rely on a certificate from the respective parties that an event permitting an extension of coverage has occurred. Such notice will be sent as soon as reasonably possible but no later than fourteen (14) calendar days after receipt of written notice of such event from a qualified beneficiary, Employer or Employer's designee.
- iii. **Notice of Unavailability.** If Infinisource receives notice from a qualified beneficiary, Employer or Employer's designee that a qualifying event has occurred or an event that will extend COBRA coverage has occurred, and such qualified beneficiary is not eligible for COBRA in accordance with records maintained by Infinisource in the course of performing its duties under this Agreement, Infinisource will send the required notice ("Unavailability Notice") as soon as possible but no later than fourteen (14) calendar days after receiving notice from such qualified beneficiary, Employer or Employer's designee at the last known address. The Unavailability Notice will indicate the reasons for ineligibility.
- iv. **Notice of Early Termination.** Infinisource will send a notice to the qualified beneficiary that coverage has terminated before the end of the maximum period of coverage ("Early Termination Notice"). The Early Termination Notice will be sent to the last known address of the qualified beneficiary. The Early Termination Notice will be sent as soon as possible but no later than a reasonable amount of time after COBRA coverage has ended if Infinisource performs Premium Collection. If Employer does not select the Premium Collection service, then Infinisource will send the Early Termination Notice as soon as possible but no later than ten (10) business days after receiving the required information from Employer or its designee.

(b.) **Response to Providers.** Infinisource will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of qualified beneficiaries. All responses will be based solely on the information provided by Employer and maintained by Infinisource in accordance with this Service Appendix.

(c.) **Government Audits.** Infinisource, or its officer or designated agent, shall also provide records and documentation for any audit held by the Internal Revenue Service, or hearing by any governmental agency or bureau, regarding compliance with COBRA by Employer so as to assist Employer at such hearing in evidencing compliance with COBRA.

(d.) **Reporting.** Infinisource will send or make available standard verification reports listing the COBRA notices sent on a periodic basis to Employer (or as directed by Employer in writing).

(e.) **USERRA Compliance.** Where Employer indicates that a qualifying event is a result of the covered employee's leave of absence under USERRA, Infinisource will include verbiage in its Notices to address USERRA.

2. Responsibilities of Employer.

Employer is responsible for all COBRA administration not set forth in A.1 above, including but not limited to the following:

(a.) **Notices Required by COBRA.** Employer must report all such information necessary for Infinisource to provide COBRA notifications for Employer. Employer must report information necessary to complete the General Notice as soon as possible after an individual becomes covered but no later than seventy-five (75) days after the commencement of coverage. Employer shall report all COBRA qualifying events to Infinisource as soon as possible after the event occurs but no later than thirty (30) days after the event, except where the qualified beneficiary is required to provide notice of a qualifying event.

(b.) **Electronic Reporting to Infinisource.** If Employer chooses to report certain information to Infinisource via Electronic Data Transfer (EDT), then Employer will comply with Infinisource's standard EDT procedures, which require testing of files before EDT becomes operational. Employer is responsible for providing acceptable files for testing before EDT becomes operational. Once Infinisource has validated testing, Infinisource will notify Employer.

(c.) **Verification.** Employer is responsible for reviewing all standard verification reports set forth in A.1 above and reporting any discrepancies promptly to Infinisource.

B. HIPAA Special Enrollment Notification

Infinisource will provide Employer with a sample HIPAA Special Enrollment Notice (which includes a Notice of Special Enrollment Rights and Declination of Coverage Form).

1. Responsibilities of Employer

Employer is responsible for all HIPAA administration not set forth herein, including but not limited to the following:

(a.) **Notices.** Employer will provide the HIPAA Special Enrollment Notice to the extent applicable under the Health Plan(s) in accordance with HIPAA regulations. Typically, the HIPAA Special Enrollment Notice must be provided to all newly eligible employees. Employer is also responsible for inserting any HIPAA Special Enrollment verbiage provided by Infinisource into its plan documents and summary plan descriptions, as applicable.

(b.) **Verification.** Employer is responsible for reviewing all standard verification reports and reporting any discrepancies promptly to Infinisource.

C. Premium Collection Services

1. Responsibilities of Infinisource

(a.) **Processing Elections.** Infinisource will process the election forms submitted by qualified beneficiaries in accordance with applicable law (COBRA and USERRA) and Employer's instructions.

(b.) **Billing.** Infinisource will notify the qualified beneficiary of the amount due for the initial premium, as determined by Employer, which will be considered due forty-five (45) days after the date the election is made or such longer period per Employer's instructions. Infinisource will provide invoices to the qualified beneficiary of the amount due and the due date and the grace date, which will be thirty (30) days from the first day of each coverage period except as otherwise instructed by Employer. Infinisource will not be responsible for administering the premium payments for any payments due on or prior to the effective date of this Service Appendix. Infinisource does not accept or process carrier invoices.

(c.) **Premium Processing.** Infinisource will consider premiums timely sent if they are received in the offices of Infinisource or postmarked by the applicable grace date as listed on the premium invoice. Premiums collected by Infinisource will be deposited into a custodial bank account maintained by Infinisource as set forth in the Agreement. Infinisource will send to Employer all premiums collected during a month by the 15th business day following the end of the month, reduced by the two percent (2%) administrative fee which Infinisource will keep as part of its overall administrative fee. Infinisource will submit premiums to appropriate third parties only upon written instruction from Employer. In addition, Infinisource will retain any interest earned on such funds while held in an Infinisource maintained custodial account as an administrative fee. Notwithstanding the above, premiums will not be co-mingled with Infinisource's own funds. In the event that a premium payment is rejected due to insufficient funds or the fact the qualified beneficiary has stopped payment, such payment will be construed as nonpayment. If Infinisource has already sent the premium to the Employer before Infinisource becomes aware of the rejected payment, Employer shall reimburse Infinisource the amount of the rejected payment, and the qualified beneficiary's period of coverage will be adjusted accordingly. Notwithstanding anything to the contrary, Infinisource will continue to provide this service for qualified beneficiaries whose COBRA period ends after eighteen (18) months as long as their USERRA period continues.

(d.) **Reporting.** Infinisource will provide standard verification reports on a periodic basis to Employer (or as directed by Employer in writing).

2. Responsibilities of Employer

Employer is responsible for all COBRA premium collection duties not set forth above, including but not limited to the following:

(a.) **Premium Changes.** Employer is responsible for notifying Infinisource of the applicable premium amounts as well as any other related information that Infinisource deems necessary (e.g. due dates, etc.) and any changes to the applicable premiums at least thirty (30) days prior to the effective date of such change.

(b.) **Vouchering.** From time to time, two situations may arise related to vouchering. First, Employer may, in its discretion, decide to make special arrangements for premium payments on behalf of participants (e.g., deductions from severance pay). Second, Qualified Beneficiaries may inadvertently send premium payments to Employer or some other entity, instead of Infinisource. In either case, the parties agree to the following procedure:

- Employer shall notify Infinisource immediately of the details of the payment and retain the payment.
- Infinisource shall update the qualified beneficiary's COBRA records to properly reflect the inadvertently sent payment, and will issue a voucher for the two (2) percent administrative fee described above.
- Employer shall pay the voucher for the two (2) percent administrative fee, when invoiced.

(c.) **Verification.** Employer is responsible for reviewing all standard verification reports set forth in C.1 above and reporting any discrepancies promptly to Infinisource.

D. COBRA Eligibility Management Services

1. Responsibilities of Infinisource

(a.) **Eligibility Notification.** There may be instances where Employer desires Infinisource to interact with one or more vendors regarding communications. In this case, a Vendor is defined as any insurance carrier, enrollment & eligibility service provider or other provider with whom Infinisource will communicate on behalf of Employer. Where Employer and Infinisource have confirmed that such communication with Vendor is feasible, Infinisource will report to Vendor all changes in eligibility and coverage levels related to COBRA qualified beneficiaries who have either previously elected COBRA coverage or failed to elect COBRA coverage. This reporting may be accomplished by a variety of means: the Vendor's website, e-mail, facsimile or other communication methods.

(b.) **Premium Remittance.** Where Employer and Infinisource have confirmed the Vendor's approval and to the extent legally permissible, Infinisource will forward all COBRA premiums related to coverage with such Vendor no later than the date that Infinisource would have sent such premiums to Employer for the Premium Collection Services described in C.1 above. If Employer offers Health Plans through a bundled arrangement, Infinisource shall forward COBRA premiums to various Vendors (i.e., unbundle the COBRA premiums), provided that Employer agrees to pay an additional bundled plan fee for such service, as invoiced by Infinisource and/or reflected in the Fees and Consideration Appendix.

(c.) **Premium Collection.** To select Vendor Interface Services, Employer must also have Premium Collection Services with Infinisource.

(d.) **Reporting.** Infinisource will provide standard verification reports on a periodic basis to Employer (or as directed by Employer in writing).

2. Responsibilities of Employer

Employer is responsible for all other duties not set forth in D.1 above, including but not limited to reviewing all standard verification reports set forth in C.1 above and reporting any discrepancies promptly to Infinisource.

E. State Continuation Administration Services

1. Responsibilities of Infinisource.

(a.) **Notices.** Infinisource will distribute standard notices that comply with the state laws that govern health insurance continuation, as set forth in the Fees and Consideration Appendix.

(b.) **Response to Providers.** Infinisource will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of qualified beneficiaries. All responses will be based solely on the information provided by Employer and maintained by Infinisource in accordance with this Service Appendix.

(c.) **Government Audits.** Infinisource, or its officer or designated agent, shall also provide records and documentation for any audit held by a state Department of Insurance, or hearing by any governmental agency or bureau, regarding compliance with state continuation laws by Employer so as to assist Employer at such hearing in evidencing compliance with state continuation laws.

(d.) **Reporting.** Infinisource will send or make available standard verification reports listing the state continuation notices sent on a periodic basis to Employer (or as directed by Employer in writing).

(e.) **Premium Collection Services.** Infinisource will perform the following:

(i.) **Processing Elections.** Infinisource will process the election forms submitted by qualified beneficiaries in accordance with applicable state law and Employer's instructions.

(ii.) **Billing.** Infinisource will notify the qualified beneficiary of the amount due for the initial premium, as determined by Employer, which will be considered due in accordance with Infinisource's procedures. Infinisource will provide the qualified beneficiary with invoices notifying the qualified beneficiary of the amount due, the due date and the grace date. Infinisource will not be responsible for administering the premium payments for any payments due on or prior to the effective date of this Service Appendix.

(iii.) **Premium Processing.** Infinisource will consider premiums timely sent if they are received in the offices of Infinisource or postmarked by the applicable grace date as listed on the premium invoice. Premiums collected by Infinisource will be deposited into a custodial bank account maintained by Infinisource as set forth in the Agreement. Infinisource will send to Employer all premiums collected during a month by the 15th business day following the end of the month, reduced by the 2% administrative fee which Infinisource will keep as part of its overall administrative fee. Infinisource will submit premiums to appropriate third parties only if feasible and upon written request from Employer. In addition, Infinisource will retain any interest earned on such funds while held in an Infinisource maintained custodial account as an administrative fee. Notwithstanding the above, premiums will not be co-mingled with Infinisource's own funds. In the event that a premium payment is rejected due to insufficient funds or the fact the qualified beneficiary has stopped payment, such payment will be construed as a non-payment. If Infinisource has already sent the premium to the Employer before Infinisource becomes aware of the rejected payment, Employer shall reimburse Infinisource the amount of the rejected payment, and the Qualified beneficiary's period of eligibility will be adjusted accordingly.

2. **Responsibilities of Employer.**

Employer is responsible for all other state continuation administration not set forth above, including but not limited to the following:

(a.) **Notices Required by State Law.** Employer or its designee must report all such information necessary for Infinisource to provide notifications for Employer. Employer or its designee shall report all qualifying events to Infinisource as soon as possible after the event occurs but no later than 30 days after the event, except where the qualified beneficiary is required to provide notice of a qualifying event.



1601 Dana Avenue
Cincinnati, OH 45207 USA
<http://www.cerkl.com>

SUBSCRIPTION DETAILS

Subscription Term: 1 year
Renewal Term: 1 year
Auto-Renewal: No

Billing Rate: \$1,200/year
Payment Terms: Net 30
Billing Frequency: Annual

CUSTOMER INFORMATION

Company/Licensee: Colerain Township
Primary Contact: Emily Randolph
Address: 4200 Springdale Road |Colerain
Township, OH 45251
Email: erandolph@colerain.org
Phone: 513.923.5003

BILLING CONTACT INFORMATION

Customer PO:
Billing Contact: Emily Randolph
Billing Address: 4200 Springdale Road |Colerain
Township, OH 45251
Email: erandolph@colerain.org
Phone: 513.923.5003
Tax Exempt: No

TERMS AND CONDITIONS

Customer agrees to contract for use of the software, subject to the terms of this Agreement. In consideration of the mutual rights and obligations in this Agreement, the parties agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall extend for 24 months (the "Initial Term") from the Execution Date of this Agreement (as dated below) and shall automatically renew for subsequent 12-month periods (each, a "Renewal Term"), unless at least thirty (30) days prior to the end of the then-current term, either party gives written notice to the other party of its intent not to renew this Agreement. Either party may terminate this Agreement if the other party commits a material breach of the Agreement and the breach is not cured within thirty (30) days of that party receiving written notice of such breach. Termination does not affect Customer's obligation to pay for Services already provided by Cerkl.
2. **FEE GUARANTEE.** The billing rate is guaranteed for the length of the subscription term of this agreement, regardless of the size of the Customer's audience. Renewal terms will be repriced based on current audience size - with a price per audience member rate not to exceed 3% of the prior billing rate.
3. **GENERAL PROVISIONS.**
 - a. **Confidential Information.** "Confidential Information" means any proprietary or confidential information as such terms are most broadly defined under common or other applicable law, including Customer's audience information (names, email addresses, preferences, etc.), Cerkl's software, and the terms of this Agreement. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except as required by law or to that party's attorneys and accountants as reasonably necessary, and (iii) will protect the other party's Confidential Information reasonably and at least as well as it protects its own. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information.



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Cincinnati, OH 45207 USA
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- b. Intellectual Property. Except as otherwise provided herein, Cerkl has all right, title, and interest to all types of intellectual property, including but not limited to new forms and form modifications, software, trademarks, and other inventions or technical know-how protectable under patent, copyright, and/or trade secret law ("Intellectual Property"), conceived, discovered, and/or developed, in whole or in part, by Cerkl in the performance of this Agreement; provided, however, that any reports, newsletters, messages, presentations or other copy directed at Customer's audiences and created pursuant to this Agreement shall be owned by and shall be the exclusive property of the Customer for its use and shall be considered a "WORK MADE FOR HIRE" as that term is defined for copyright and other purposes, and as such, the Customer retains and reserves all rights thereto.
- c. Limited License. Subject to the terms of this Agreement, Cerkl grants Customer a limited, non-exclusive, non-transferable license to use Cerkl's relevant Intellectual Property during the term of this Agreement solely for Customer's own internal purposes. Customer shall not sell, market, rent, or re-license any aspect of the Intellectual Property. Customer obtains no ownership rights or any other rights in the Intellectual Property, other than those specified herein. Customer grants Cerkl a license to use Customer's non-confidential information (e.g., statistical information) on a consolidated basis as part of Cerkl's overall statistics for marketing and/or analytical purposes.
- d. Transferability. Neither party may transfer, assign, or otherwise dispose of this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, except that Cerkl may assign this Agreement to any successor to all or substantially all of its assets or business, whether by merger, sale of assets, sale of stock, reorganization or otherwise.
- e. Independent Contractor. The relationship of Cerkl and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish Cerkl as a communication or marketing consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to any fiduciary obligations between the parties.
- f. Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- g. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements or representations, oral or written. Except as otherwise provided herein, this Agreement may not be modified except in writing signed by an authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. The titles of sections and subsections are for convenience only and are not to be used in construing any term herein.
- h. Governing Law; Jurisdiction. Any dispute in the meaning, effect, or validity of this Agreement will be resolved in accordance only with the laws of the State of Ohio. Customer agrees that exclusive venue for litigation involving the enforcement of this Agreement or any rights, duties or obligations under this Agreement, whether brought by Customer or Cerkl, shall be in Ohio state court in Hamilton County, Ohio, or in a United States District Court located in Hamilton County, Ohio.
- i. Counterparts and Facsimile Signature. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature or by PDF signature.
- j. Partial Invalidity/Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed, so far as is reasonable and possible, as if such invalid, illegal, or unenforceable provision or



1601 Dana Avenue
Cincinnati, OH 45207 USA
<http://www.cerkl.com>

provisions had never been contained herein or in a manner that is reasonable and reflects the intent of the parties hereto.

4. WARRANTIES, RESPONSIBILITIES, AND LIMITATIONS.

- a. **Limited Warranty.** Cerkl warrants that Cerkl will use commercially reasonable efforts to fulfill its obligations under this Agreement. Cerkl does not warrant that its Services are or will be error free. Cerkl further does not warrant that its electronic files are not susceptible to intrusion, attack or computer virus infection, but given the confidential nature of much of this data, Cerkl will use commercially reasonable efforts to insure and safeguard the security of this data. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, CERKL MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
- b. **Exclusive Remedies.** For any breach of the warranties set forth above, Cerkl's entire liability and Customer's exclusive remedy shall be correction of the errors that cause the breach, or if Cerkl is unable to provide Services as warranted, Customer shall be entitled to credit for the fees for the non-performing Services for the period of non-performance.
- c. **No Liability for Customer Procedures.** Cerkl carries out procedures specified solely by Customer, and Cerkl expressly denies all liability for Cerkl's implementation of Customer's procedures including, but not limited to, Customer's communication policies. Customer is solely responsible for determining the scope and extent of the Services provided by Cerkl, and Customer is entirely responsible for reviewing the Services provided by Cerkl on Customer's behalf to ensure compliance with Customer's procedures. Cerkl makes no attempt to determine or advise as to whether Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to email communication, or any federal, state or local statutes governing the use of email communication. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, Cerkl reserves the right to refuse to implement such procedures or requirements.
- d. **Cerkl's Limited Liability.** Customer agrees that regardless of the form of any claim Customer may have under this Agreement or otherwise, Cerkl's liability for damages to Customer will not exceed the fees paid by Customer under this Agreement for the twelve (12) months immediately preceding the date on which the claim arose. Cerkl will not be liable for damages arising from any breach, unauthorized access, misuse of, or intrusion into Customer's data residing on Cerkl's computer servers unless such breach, unauthorized access, misuse or intrusion was caused by Cerkl's negligence, misconduct or omission. NEITHER PARTY WILL BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS RESULTING FROM THE USE OF THE SERVICES, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR THE LIMITED WARRANTY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



1601 Dana Avenue
Cincinnati, OH 45207 USA
<http://www.cerkl.com>

THIS ORDER FORM BECOMES EFFECTIVE WHEN SIGNED BY THE PARTIES ("EFFECTIVE DATE"). BY SIGNING THIS ORDER FORM, THE PARTIES HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS ORDER FORM.

Super Awesome Media, LLC.
dba Cerkl

Colerain Township

Signature:

Signature:

Name (printed):

Name (printed):

Tarek Kamil

Title:

Title:

CEO/Founder

Date Signed:

Date Signed:

LEASE OF PART OF BUILDING

THIS LEASE is made as of December 13, 2016, between Colerain Township, whose address is 4200 Springdale Road, Cincinnati, Ohio 45251 ("Landlord"), and Rumpke of Ohio, Inc., whose address is 10795 Hughes Road, Cincinnati, Ohio 45251 ("Tenant").

1. **GRANT OF LEASE.** Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, that portion of the building located at 11865 Old Colerain, Colerain Township, Hamilton County, Ohio (the "Building") consisting of approximately 5644 square feet and being shown outlined on Exhibit A attached to this Lease (the "Premises"). The Building is part of the real property owned by Landlord at such address (the "Property"). Landlord additionally grants to Tenant, during the term of this Lease, the right to use, in common with other tenants and occupants of the Building, (a) all easements and rights appurtenant to the Property, (b) all portions of the Building (if any) designed for the common use of all tenants and occupants of the Building, (c) all utility lines, pipes, conduits and other similar facilities on the Property necessary for the use of the Premises and, (d) all parking areas and drives located on the Property. (Landlord agrees that 18 parking spaces shall be designated and reserved for the exclusive use of Tenant and Tenants employees, agents and invitees Monday through Friday 7 a.m. to 5 p.m. during the term of this Lease.) Tenant's use of these common facilities shall be subject to such reasonable rules and regulations as Landlord may adopt. Tenant shall have full access to the Premises at all times during the term of this Lease.

2. **PREPARATION OF PREMISES.** Tenant has been occupying the Premises for several years, is well acquainted with its condition, and accepts the Premises "as is".

3. **TERM.** The term of this Lease (the "Primary Term") shall commence on October 1, 2016 and continue through and including September 30, 2019. Notwithstanding any provisions to the contrary contained in this Lease, Tenant shall have the right to terminate this lease at any time during the Primary Term or any Renewal Term (as defined below) upon 180 days prior written notice to Landlord.

4. **RENEWAL TERM.** Provided Tenant is not in default under this Lease beyond any applicable period for curing the default, Tenant shall have the option to renew this Lease for two additional periods of 1 year (each one year period is referred to herein as a "Renewal Term") by giving Landlord written notice of renewal at least 90 days before the expiration of the Primary Term. Each Renewal Term shall be upon the same terms and conditions that apply during the Primary Term, except for the amount of the rent, which shall be set forth in Section 5.2. The phrases "term of this Lease", "Lease term" or any similar phrases used in this Lease, shall, where appropriate, mean both the Primary Term and any Renewal Term.

5. RENT

5.1 During Primary Term. Tenant shall pay Landlord as annual rent for the Premises during the Primary Term the sum of \$18,000, payable in equal monthly installments of \$1,500.

5.2 During Renewal Term. Tenant shall pay Landlord as annual rent for the Premises during the Renewal Term the sum of \$18,000, payable in equal monthly installments of \$1,500.

5.3 Payment. The rent shall be due and payable in equal monthly installments in advance on the first day of each month during the term of this Lease to Landlord at its notice address, or at such other place as Landlord may designate by written notice to Tenant.

6. **SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant has paid Landlord \$ 0 to be held by Landlord as security for the performance of Tenant's obligations.

7. **USE OF PREMISES.** Tenant will use and occupy the Premises for business computer center and related office purposes, and for no other purpose without Landlord's prior written consent. In connection with its use and occupancy of the Premises, Tenant shall not:

(a) install, use, operate or maintain any machinery or equipment or permit any other activity or conduct within the Premises which overloads the floors or any other structural portions of the Premises or the Building;

(b) use any part of the roof of the Building for any purpose; or

(c) treat, manufacture, use, store or dispose of hazardous substances, hazardous wastes, petroleum products or other substances regulated under applicable environmental laws, except that Tenant may use, store and dispose of any of the foregoing materials to the extent that (i) the materials and quantities to be used and stored on the Premises and Tenant's procedures for using, storing and disposing of the same are first approved by Landlord, (ii) Tenant's primary use, and (iii) the use and storage of the materials on the Premises is not prohibited by applicable laws or regulations; or

(d) permit the Premises to be used for any purpose that would render void or cause cancellation of any insurance maintained on the Building by Landlord, or cause an increase in the premiums for such insurance.

8. **COMPLIANCE WITH LAWS.** Tenant, at its sole expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the premises, and shall make any repairs, modifications or additions to the Premises that may be required by any of those laws or regulations. Tenant agrees to hold Landlord harmless from any claims, damages, losses or liabilities and any incidental expenses, that may be assessed against or incurred by Landlord in connection with Tenant's noncompliance with any such laws or regulations. Notwithstanding the above, Tenant shall not be obligated to make, and Landlord shall be solely responsible for, any structural repairs, modifications or additions to the Premises that (a) are not necessitated by negligent or wrongful actions of Tenant or others for whom Tenant is responsible and (b) Landlord would be required to make as the owner of the Building regardless of the specific nature of Tenant's use or any hazards associated with Tenant's use.

9. **UTILITIES.** Tenant shall pay 100% of Utilities of the Building. Utilities shall include electricity, natural gas, refuse, telephone and internet. Landlord will be responsible for their telephone and internet service.

10. PUBLIC LIABILITY AND FIRE INSURANCE.

10.1 Public Liability Insurance. Tenant shall procure and maintain public liability insurance for the Premises with policy limits of not less than \$1,000,000 for personal injury or death to one or more persons arising out of any one accident or occurrence, and \$250,000 property damage. Landlord and any mortgagee (if any) shall be listed as additional insured's under this policy.

10.2 Fire and Casualty Insurance. Landlord shall keep the Building and all other improvements located on the Property insured against loss by fire and all of the risks and perils insured against in an extended coverage insurance policy, including vandalism and malicious mischief endorsements. Landlord may also obtain such additional coverage as it deems appropriate for the Building, including, but not limited to, boiler and machinery, rent loss, and "all risk of physical loss" insurance or endorsements.

10.3 This Section Intentionally Left Blank

10.4 Certificates. At the commencement of the term of this Lease, Tenant shall deliver to Landlord a certificate of the insurance required to be maintained under Section 10.1. Tenant shall also deliver to Landlord at least 10 days prior to the expiration date of such policy (or of any renewal policy), certificates for the renewal of this insurance.

11. **WAIVER OF LIABILITY.** Landlord and Tenant, on behalf of themselves and all others claiming under them, including any insurer, waive all claims against each other, including all rights of subrogation, for loss or damage to their respective property arising from fire and any of the other perils normally insured against in an extended coverage insurance policy, including vandalism and malicious mischief endorsements, regardless of whether insurance against those perils is in effect with respect to such party's property and regardless of the negligence of either party. If either party so requests, the other party shall obtain from its insurer a written waiver of all rights of subrogation that it may have against the other party.

12. **INDEMNIFICATION.** Except to the extent liability has been waived under Section 11, Tenant shall indemnify and hold Landlord harmless against any and all claims, liabilities, damages or losses, and any attorney's fees and other incidental expenses resulting from injury or death of any person or damage to property occurring on or about the Premises or arising in conjunction with the use and occupancy of the Premises by Tenant or others claiming under Tenant, except to the extent that such death, injury or damage was sustained as a result of any tortious or negligent act of Landlord or its employees, agents or contractors, or by reason of the breach of any of Landlord's obligations under this Lease. In addition, Tenant shall indemnify and hold Landlord harmless against any claims, liabilities, damages, losses or expenses resulting from the release of hazardous substances, hazardous wastes or petroleum products on or from the Premises or other violations of applicable environmental laws occurring during the term of this Lease.

13. MAINTENANCE.

13.1 Landlord's Repairs. Landlord, at its expense, shall perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair

(i) the roof and all structural elements and portions of the Premises and Building, including structural walls, floors and foundations, (ii) all exterior elements and portions of the Building, (iii) the parking areas, drives and other exterior improvements located on the Property and (iv) any common utility lines, pipes, conduits, equipment, any systems that serve Tenant's space and are also used to serve other parts of the Building; subject, however, to ordinary wear and tear.

13.2 Tenant's Repairs. Tenant shall, at its expense, perform all repairs and maintenance and make all replacements as are necessary to keep in good order, condition and repair, all portions of the interior of the Premises, including, but not limited to, interior walls, floor coverings, carpeting, finished ceilings, light fixtures, doors and entrance-ways, glass windows and all plumbing, sewer, electrical, heating and air conditioning facilities and equipment serving only Tenant's space and not used in common with other present or future tenants of the building; subject, however, to ordinary wear and tear since the last repair or replacement required by this Lease. Tenant further agrees that it will not cause or permit any waste or damage to the Premises, nor allow the accumulation of boxes, barrels, packages, wastepaper or other trash. Tenant shall provide and pay for reasonable automated security monitoring for the building through ADT or some similar security contractor. Further, Tenant shall be responsible for maintenance and repairs on the HVAC upgrades throughout the term of the contract. In addition, Tenant at its expense shall repair, replace or restore all damage to the Premises or the Building caused by the negligent acts or omissions of Tenant or its agents, contractors, employees or invitees, or by a breach by Tenant of its obligations under this Lease, except to the extent liability is waived under Section 11. In addition, Landlord shall provide snow removal and Tenant shall provide for lawn care and waste removal services to the Property.

14. IMPROVEMENTS BY TENANT. Tenant agrees to provide space within the technology center for Landlord to install a back-up recovery system for the Township's technology system. Cost of retrofit and equipment shall be the responsibility of the Landlord. In additions, Tenant shall have the right to make such nonstructural alterations, additions or improvements within the Premises as it considers necessary or desirable for the conduct of its business, provided that (i) all work shall be done in a good and workmanlike manner and in accordance with all applicable laws and regulations and the other provisions of this Lease; (ii) the structural integrity of the Building shall not be impaired; (iii) Tenant shall submit to Landlord complete plans and specifications for any alterations, additions or improvements to the Premises; (iv) Tenant shall first obtain Landlord's written consent to make the alterations, additions, or improvements, including Landlord's approval of the plans and specifications, which consent and approval shall not be unreasonably withheld; (v) Tenant shall not permit any liens to attach to the Premises; and (vi) Tenant shall not unreasonably interfere with the use of the Building by Landlord or other tenants. Upon the termination of this Lease, any alterations, additions or improvements made by Tenant shall become the property of Landlord, or if Landlord requests, the same shall be removed, without damage to the Premises, and Tenant shall restore the Premises to as near its original condition as possible, except for normal wear and tear since the last repair or replacement required by this Lease. Upon termination of the lease Rumpke will remove all data center partitions, work spaces, furniture, the computer room computer, racks, FM200 fire suppression equipment, Sensafone 1104, Security camera equipment, UPS, and the outside generator, their equipment installed over the time the lease was in effect.

15. REAL ESTATE TAXES.

15.1 Payment of Taxes. Landlord shall pay all real estate taxes and assessments becoming due and payable with respect to the Property during the term of this Lease.

15.2 This Section Intentionally Left Blank

16. **DAMAGE AND DESTRUCTION.** If during the term of this Lease the Premises are so damaged by fire or other casualty as to be rendered untenantable in whole or in substantial part, then either Landlord or Tenant may terminate this Lease effective the date of such casualty. In addition, if the Building is destroyed in whole or in substantial part by casualty (regardless of the extent of this damage to the Premises), or if the insurance proceeds are insufficient to repair the damage to the Building or Landlord's mortgagee elects to apply any of the proceeds to the mortgage debt, Landlord may terminate this Lease effective the date of such casualty. These elections by Landlord or Tenant shall be made within 30 days after the occurrence of the casualty, or shall be deemed waived. If this Lease is not so terminated, either because the damage does not render the Premises untenantable, either in whole or in substantial part or because neither Landlord nor Tenant elects to terminate this Lease pursuant to the preceding provisions, then Landlord shall, with all due diligence, repair and restore the Premises to substantially their original condition (notwithstanding any alterations or improvements made by Tenant) by not later than 120 days after the occurrence of the casualty, or within such longer period as may be permitted due to any "Excusable Delay" as defined below. The rent shall be abated in proportion to the untenantable space until the Premises are restored, but if the Leased Premises are not so restored within 180 days after the occurrence of such casualty (or within any extended period due to Excusable Delays); Tenant may terminate this Lease by giving Landlord written notice. If this Lease is terminated by Tenant or Landlord pursuant to this Section 16, Landlord shall refund any rent prepaid beyond the effective date of termination. The term "Excusable Delay" shall mean any one or more of the following: labor disputes; fire or other casualty; unusual delay in transportation; adverse weather conditions; unavailability of labor, materials, and equipment; and any other causes beyond Landlord's reasonable control.

17. DEFAULT.

17.1 Tenant's Default. Tenant shall be in default of this Lease if (a) Tenant fails to pay the rent or any other amount due and payable under the terms of this Lease; (b) Tenant fails to perform any other duty or obligation imposed by this Lease and the default continues for a period of 30 days after written notice is given to Tenant by Landlord, or for an unreasonable period of time if 30 days is not sufficient time to repair, remedy or correct such default; (c) Tenant is declared insolvent or adjudged bankrupt, or makes a general assignment for the benefit of its creditors; (d) a receiver of any property of Tenant in or upon the Premises is appointed in any action, suit or proceeding by or against Tenant; (e) any action or proceeding under the National Bankruptcy Act is filed by or against Tenant, and such appointment, suit, action or proceeding is not dismissed within sixty days; or (f) the interest of Tenant in the Premises is sold under execution or other legal process.

17.2 Remedies. In the event of Tenant's default, Landlord shall have the right to enter upon the Premises and repossess and enjoy the same as if this Lease had not been made. This Lease shall then terminate at Landlord's option. Whether or not Landlord elects to terminate this Lease,

Landlord may immediately recover from Tenant, and Tenant shall be liable to Landlord for all rent due and unpaid, up to the time of such reentry and the then present worth of all rents reserved for the balance by the term, together with all additional sums to which Landlord may be entitled under applicable law. Upon demand by Landlord, Tenant shall surrender complete and peaceable possession of the Premises and/or Landlord may, without waiving or postponing any other rights given it by law or provided for in this Lease, re-let the Premises on such terms as it deems best, and apply the proceeds, less all expenses of re-letting, to payment of past due rent for the balance of the term and hold Tenant liable for the difference. The expenses of re-letting shall include reasonable attorneys' fees actually paid in recovering and re-letting the Premises, the cost of all repairs, additions and improvements necessary to prepare the Premises for re-letting, and all brokerage commissions and fees paid with respect to any re-letting. These remedies shall not be deemed exclusive, and Landlord shall have all other rights and remedies provided in law or equity.

17.3 Right to Cure. Without limiting any other remedy available to Landlord by reason of Tenant's default, in the event Tenant defaults in the performance of any of its obligations, Landlord may, at its option (but without any obligation to do so), do all things as it deems necessary and appropriate to cure the default, perform for Tenant any obligation which Tenant is obligated to perform but has not performed, and expend such sums as may be required. All costs and expenses so incurred by Landlord, whether taken from Tenant's security deposit or otherwise, shall be due and payable to Landlord immediately upon demand, together with interest at the rate 15% of per annum or, if less, the highest legal rate, from the date that the costs and expenses were incurred until the same are paid to Landlord.

18. ASSIGNMENT AND SUBLETTING. Tenant shall not, without Landlord's written consent, which consent shall not be unreasonably withheld, assign this Lease in whole or in part or sublet any part of all of the Premises.

No assignment of this Lease or subletting of the Premises shall be deemed to release Tenant from any of its obligations under this Lease, nor shall any assignment or subletting be construed as permitting any further assignment or subletting except in accordance with this Section 19.

19. SUBORDINATION AND ATTORNMENT. This Lease and all of Tenant's rights under this Lease are subject and subordinate to all mortgages placed on or affecting the Premises and all renewals, modifications, consolidations, replacements, substitutions, additions and extensions of any of those mortgages and other mortgage now or in the future affecting the Premises or any interest in the Premises (collectively, "Mortgages"). In confirmation of this subordination, Tenant promptly shall execute and deliver any subordination agreement that Landlord may request. In the event any proceedings are brought for the foreclosure of any Mortgage, Tenant shall, upon request, attorn to the purchaser or transferee upon foreclosure, and recognize the purchaser or transferee as the Landlord under this Lease to the same extent and effect as the original Landlord. Tenant agrees to execute and deliver upon the request of Landlord, or any purchaser or transferee, any instrument necessary or desirable to evidence this attornment. Tenant waives any right that it may have by law to terminate this Lease or to surrender possession of the Premises by reason by any foreclosure proceeding.

20. QUIET ENJOYMENT. Landlord covenants that it has the full right and authority to make this Lease and that if Tenant pays the rent and performs all of the terms of this Lease, Tenant shall

peaceably and quietly enjoy and possess the premises throughout the term, subject only to the conditions set forth in this Lease.

21. **SUCCESSORS AND ASSIGNS.** The conditions, covenants and agreements in this Lease to be kept and performed by Landlord and Tenant shall bind and inure to the benefit of their (heirs, personal representatives), successors and assigns.

22. **LIABILITY FOR DAMAGE.** Landlord shall not be liable for any damage to any property of Tenant or others, or injury to persons within the Premises, resulting from (i) the electrical, heating, plumbing, sewer, or other mechanical systems of the Premises or Building, (ii) water, snow or ice being upon or coming through the roof, walls, floors, windows or doors of the Premises or the Building, (iii) the acts or negligence of co-tenants or other occupants of the Building, or (iv) any fire or other casualty whatsoever. Landlord shall not be liable for failure to keep the Premises in repair, unless Landlord is obligated to make the repairs under the terms of this Lease, notice of the need for the repairs has been given to Landlord and Landlord has failed to make the repairs within a reasonable time after receipt of the notice.

23. **LIABILITY OF LANDLORD.** If Landlord fails to perform any of its obligations under this Lease, and, as a consequence of this default, Tenant recovers a money judgment against Landlord, that judgment may be satisfied only out of the proceeds of sale received upon execution of the judgment against the right, title and interest of Landlord in the Property, and neither Landlord nor any of the partners, shareholders, officers, directors or employees of Landlord shall be liable for any deficiency. In no event shall Tenant have the right to levy its execution against any property of Landlord other than its interest in the Property. In the event of the sale or other transfer of Landlord's interest in the Property, Landlord shall be released from all liability and obligations under this lease.

24. **WAIVER.** No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of Landlord of any right or remedy in law or otherwise.

25. **HOLDING OVER.** Any holding over beyond the expiration of the term of this lease shall be construed to be a tenancy from month to month at 110% of the monthly rental rate that was paid during the last month of the Lease term and shall otherwise be on the same terms and conditions as provided in this Lease.

26. **BROKERS.** Landlord and Tenant agree that no brokerage commission or similar compensation is due in connection with this transaction. Except as provided in the preceding sentence, each party agrees to indemnify the other against all claims for brokerage commissions or other compensation for services rendered at its instance in connection with this transaction.

27. **ENVIRONMENTAL MATTERS.** Landlord represents and warrants to Tenant that to the best of Landlord's knowledge, no toxic, explosive or other dangerous materials or hazardous substances have been concealed within, buried beneath, or removed from and stored off-site of the Property.

28. **SURRENDER**. Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Premises in good condition and repair, ordinary wear and tear since the last repair required by this lease, fire and other casualty or governmental takings excepted.

29. **SEVERABILITY**. If any provision of this Lease or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. **MEMORANDUM OF LEASE**. Upon request of either party, the parties shall execute a memorandum of this Lease in recordable form in accordance with the provisions of § 5301.251 of the Ohio Revised Code.

31. **NOTICES**. All notices to be given to either party shall be deemed given if made in writing and deposited in the United States certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

Landlord's Address: 4200 Springdale Road, Cincinnati, Ohio 45251 (Attn.: Daniel P. Meloy)

Tenant's Address:
Rumpke of Ohio, Inc.
Attn: General Counsel
10795 Hughes Road
Cincinnati, OH 45251

Either party may change its notice address by giving notice to the other in the foregoing manner.

32. **SIGNS**. Tenant shall not install any signs on the exterior of the premises without Landlord's prior written consent. If a sign is permitted, Tenant shall maintain the sign in good condition and shall be responsible to Landlord for any costs incurred by Landlord in connection with the installation, use or maintenance of the sign. At the expiration or earlier termination of this Lease, Tenant shall remove the sign and shall repair any damage resulting from this removal.

33. **RIGHT OF ENTRY**. Landlord shall have the right to enter the Premises during normal business hours to examine their condition, to make any repairs and, during the last 3 months of the term, to show the Premises to persons interested in purchasing or leasing the same. Except where it is impractical to do so, Landlord shall give Tenant at least 24 hours' notice before any entry.

34. **ESTOPPEL CERTIFICATE**. Within 10 days after any request by Landlord, Tenant shall execute an estoppel certificate to evidence (a) the existence or nonexistence of any default under this Lease by Landlord or Tenant, any amendments to this Lease or prepayments of rentals and (b) such other facts with respect to this Lease as Landlord or any mortgagee may reasonably require.

35. **ENTIRE AGREEMENT**. This Lease contains the entire agreement between the parties and supersedes all prior understandings. No amendment to this Lease shall be valid unless in writing and executed by the party against whom enforcement of the amendment is sought.

36. **CAPTIONS.** The captions of this Lease are for convenience of reference only and shall not be considered in the construction of any provisions of this Lease.

SIGNED as of the date first written above.

Signed and Acknowledged in
the Presence Of

COLERAIN TOWNSHIP

By: _____

William J. Rumpke Jr.

RUMPKE OF OHIO, INC.

By: Philip E. Wehner

APPLICATION FOR DEPOSIT OF PUBLIC MONEYS

(R.C. 135.06, 135.08, 135.10)

To the Trustees of the Colerain Township, Hamilton County, Ohio.

The undersigned, PNC Bank, National Association, a national banking association organized under the laws of the United States of America hereby makes application to be designated as a depository for inactive and/or interim and/or active funds belonging to said Colerain Township for a period of five years beginning January 1, 2017 in the total amount of Fifty Million and 00/100 Dollars (\$50,000,000.00), which amount is not to exceed thirty percent of the applicant's total assets of Three Hundred Fifty Seven Billion Eight Hundred Fifty Eight Million Six Hundred Ninety Three Thousand and 00/100 Dollars (\$357,858,693,000.00), as revealed by the financial statement attached hereto.

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as inactive deposits at any one time during the period covered by this designation is a total of Zero and 00/100 Dollars (\$0.00), to be held.

Rate of Interest: Market Rate at time of quotations for all maturities.

The maximum amount of such public moneys which this applicant desires to receive and have on deposit as interim deposits at any one time during the period covered by this designation is a total of Twenty Five Million and 00/100 Dollars (\$25,000,000.00), to be held in various deposit amounts with terms and rates set at time of issuance.

The maximum of such public moneys which this applicant desires to receive and have on deposit as active deposits at any one time during the period covered by this designation is Twenty Five Million and 00/100 Dollars (\$25,000,000.00).

This application is accompanied by a financial statement of the applicant in such detail as to show the capital funds of the applicant as of the date of its latest report to the superintendent of banks or comptroller of the currency, adjusted to show any changes therein made prior to the date of the application.

The undersigned bank, if designated as said depository, will comply in all respects with the laws of Ohio relative to the deposit of such funds and will furnish as security for funds deposited over the amount insured by the Federal Deposit Insurance Corporation, eligible securities in accordance with Section 135.181 of the Uniform Depository Act of Ohio (Pooled Assets).

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be hereunto affixed and these presents to be signed by our Vice President this 1st day of December, 2016.

PNC Bank, National Association

BY: _____

J. Chris Woolums
Vice President

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of United States of America located and doing business within Hamilton County, Ohio, hereinafter referred to as the "Bank", having capital funds as defined by Section 135.01(c) of the Revised Code of Twenty Eight Billion Six Hundred Nine Million One Hundred Thirty Thousand and 00/100 Dollars (\$28,609,130,000.00) and thirty percent (30%) assets of Three Hundred Fifty Seven Billion Eight Hundred Fifty Eight Million Six Hundred Ninety Three Thousand and 00/100 Dollars (\$357,858,693,000.00) as shown in the financial statement attached to the application or applications of the Bank, has in writing proposed to the Colerain Township, that for the full time beginning January 1, 2017 and ending December 31, 2021, both inclusive, it will accept for deposit and safekeeping the maximum sum of Twenty Five Million and 00/100 Dollars (\$25,000,000.00) or any part thereof of the active deposits of the Colerain Township; it will accept for deposit and safekeeping the maximum sum of Twenty Five Million and 00/100 Dollars (\$25,000,000.00) or any part thereof of the interim deposits of said subdivision; and it will accept for deposit and safekeeping the maximum sum of Zero Million and 00/100 Dollars (\$0.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Bank has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Fiscal Officer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Bank by said Colerain Township, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Colerain Township has accepted the said proposal of said Bank, either as the whole or part of the amount of deposit proposed for; and has selected said Bank as one of its depositories for and during the period or periods of time as follows for the sum herein set forth; Twenty Five Million and 00/100 Dollars (\$25,000,000.00) for the period beginning January 1, 2017 and ending December 31, 2021 as active deposits, and Twenty Five Million and 00/100 Dollars (\$25,000,000.00) for the period beginning January 1, 2017 and ending December 31, 2021 as interim deposits, and Zero Million and 00/100 Dollars (\$0.00) for the period beginning January 1, 2017 and ending December 31, 2021 as inactive deposits, and both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive and interim deposits set forth in its applications for the deposit of public moneys; the total of which active, interim, and inactive deposits awarded totals Fifty Million and 00/100 Dollars (\$50,000,000.00) a total which does not exceed the limit set by Section 135.03, of the Revised Code of thirty percent (30%) of the Bank's assets;

NOW, therefore, in consideration of said acceptance and award on the part of said acceptance and award on the part of said Colerain Township, and in consideration of the deposit and use, as aforesaid, of said moneys of said Colerain Township said Bank now hereby agrees to receive from said Colerain Township the sum of Fifty Million and 00/100 Dollars (\$50,000,000.00) of the moneys of said Colerain Township coming into the hands of the Fiscal Officer of said Colerain Township as such Fiscal Officer, in an account or accounts known as the Active, Interim and/or Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act, together with amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Bank further agrees that to secure the performance of its obligations hereunder and under said proposal, the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Fiscal Officer or designated Trustee to said Colerain Township for the benefit of said Colerain Township and to its satisfaction, and to the satisfaction of the legal advisor of said Colerain Township, as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Bank will offer the following security to secure said award.

Type of securities deposited or security offered:

Eligible securities in accordance with Section 135.181 of the Uniform Depository Act of Ohio (POOLED ASSETS).

Said Bank further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, any time be drawn against by check of the Colerain Township executed by such authorized person(s) or officer(s) and according to such procedure as said Colerain Township may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing in thirty or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Bank also agrees to file with the Fiscal Officer of Colerain Township on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, interim, and inactive moneys in its possession, and said Colerain Township in consideration of the agreements of said Bank, heretofore set forth, agrees that for and during the period of time beginning January 1, 2017 and ending December 31, 2021 both inclusive it will and does designate said Bank as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Bank the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Fiscal Officer of said Colerain Township in the Fiscal Officer's Account in said Bank, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Bank's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall

be and are surety and bond for the compliance by said Bank with each and all of the provisions, terms, limitations, conditions, and stipulations herein before mentioned, and for the performance hereof said Bank. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations there under, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duly authorized officers of said parties, this _____ day of _____, 20_____.

PNCBANK, National Association

BY:  _____
J. Chris Woolums, Vice President

COLERAIN TOWNSHIP

BY: _____
Name Title of Office Held

BY: _____
Name Title of Office Held

Schedule RC - Balance Sheet

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

Dollar amounts in thousands

1. Cash and balances due from depository institutions (from Schedule RC-A):			1.
a. Noninterest-bearing balances and currency and coin ¹	RCFD0081	4,527,342	1.a.
b. Interest-bearing balances ²	RCFD0071	26,999,634	1.b.
2. Securities:			2.
a. Held-to-maturity securities (from Schedule RC-B, column A)	RCFD1754	16,573,082	2.a.
b. Available-for-sale securities (from Schedule RC-B, column D)	RCFD1773	61,885,168	2.b.
3. Federal funds sold and securities purchased under agreements to resell:			3.
a. Federal funds sold in domestic offices	RCONB987	79,400	3.a.
b. Securities purchased under agreements to resell ³	RCFDB989	873,360	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):			4.
a. Loans and leases held for sale	RCFD5369	2,052,645	4.a.
b. Loans and leases, net of unearned income	RCFDB528	211,248,646	4.b.
c. LESS: Allowance for loan and lease losses	RCFD3123	2,619,320	4.c.
d. Loans and leases, net of unearned income and allowance (item 4.b minus 4.c)	RCFDB529	208,629,326	4.d.
5. Trading assets (from Schedule RC-D)	RCFD3545	3,239,064	5.
6. Premises and fixed assets (including capitalized leases)	RCFD2145	4,715,866	6.
7. Other real estate owned (from Schedule RC-M)	RCFD2150	229,052	7.
8. Investments in unconsolidated subsidiaries and associated companies	RCFD2130	0	8.
9. Direct and indirect investments in real estate ventures	RCFD3656	0	9.
10. Intangible assets:			10.
a. Goodwill	RCFD3163	9,103,311	10.a.
b. Other intangible assets (from Schedule RC-M)	RCFD0426	1,596,959	10.b.
11. Other assets (from Schedule RC-F)	RCFD2160	17,354,484	11.
12. Total assets (sum of items 1 through 11)	RCFD2170	357,858,693	12.
13. Deposits:			13.
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E, part I)	RCON2200	258,586,142	13.a.
1. Noninterest-bearing ⁴	RCON6631	82,679,839	13.a.1.
2. Interest-bearing	RCON6636	175,906,303	13.a.2.
b. In foreign offices, Edge and Agreement subsidiaries, and IBFs (from Schedule RC-E, part II)	RCFN2200	4,942,766	13.b.
1. Noninterest-bearing	RCFN6631	13,370	13.b.1.
2. Interest-bearing	RCFN6636	4,929,396	13.b.2.
14. Federal funds purchased and securities sold under agreements to repurchase:			14.
a. Federal funds purchased in domestic offices ⁵	RCONB993	3,800	14.a.
b. Securities sold under agreements to repurchase ⁶	RCFD8995	1,415,967	14.b.
15. Trading liabilities (from Schedule RC-D)	RCFD3548	2,548,649	15.
16. Other borrowed money (includes mortgage indebtedness and obligations under capitalized leases) (from Schedule RC-M)	RCFD3190	37,931,325	16.
17. Not applicable			17.
18. Not applicable			18.
19. Subordinated notes and debentures ¹	RCFD3200	7,411,650	19.
20. Other liabilities (from Schedule RC-G)	RCFD2930	4,914,434	20.

1. Includes cash items in process of collection and unposted debits.
2. Includes time certificates of deposit not held for trading.
3. Includes all securities resale agreements in domestic and foreign offices, regardless of maturity.
4. Includes noninterest-bearing demand, time, and savings deposits.
5. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money."
6. Includes all securities repurchase agreements in domestic and foreign offices, regardless of maturity.
1. Includes limited-life preferred stock and related surplus.

Dollar amounts in thousands

21. Total liabilities (sum of items 13 through 20).....	RCFD2948	317,754,733	21.
22. Not applicable.....			22.
23. Perpetual preferred stock and related surplus.....	RCFD3838	500,000	23.
24. Common stock.....	RCFD3230	240,060	24.
25. Surplus (exclude all surplus related to preferred stock).....	RCFD3839	27,869,070	25.
26. Not available.....			26.
a. Retained earnings.....	RCFD3632	8,954,097	26.a.
b. Accumulated other comprehensive income ²	RCFDB530	750,380	26.b.
c. Other equity capital components ³	RCFDA130	0	26.c.
27. Not available.....			27.
a. Total bank equity capital (sum of items 23 through 26.c).....	RCFD3210	38,313,607	27.a.
b. Noncontrolling (minority) interests in consolidated subsidiaries.....	RCFD3000	1,790,353	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....	RCFDG105	40,103,960	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....	RCFD3300	357,858,693	29.

Memoranda

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2015.....	RCFD8724	NR	M.1.
2. Bank's fiscal year-end date.....	RCON8678	NR	M.2.

Schedule RC-A - Cash and Balances Due From Depository Institutions

Exclude assets held for trading.

Dollar amounts in thousands		(Column A) Consolidated Bank		(Column B) Domestic Offices	
1. Cash items in process of collection, unposted debits, and currency and coin.....	RCFD0022	4,120,652			1.
a. Cash items in process of collection and unposted debits.....			RCON0020	1,118,876	1.a.
b. Currency and coin.....			RCON0080	3,001,775	1.b.
2. Balances due from depository institutions in the U.S.....			RCON0082	136,846	2.
a. U.S. branches and agencies of foreign banks (including their IBFs).....	RCFD0083	0			2.a.
b. Other commercial banks in the U.S. and other depository institutions in the U.S. (including their IBFs).....	RCFD0085	136,846			2.b.
3. Balances due from banks in foreign countries and foreign central banks.....			RCON0070	161,436	3.
a. Foreign branches of other U.S. banks.....	RCFD0073	7,817			3.a.
b. Other banks in foreign countries and foreign central banks.....	RCFD0074	656,349			3.b.
4. Balances due from Federal Reserve Banks.....	RCFD0090	26,605,312	RCON0090	26,605,312	4.
5. Total.....	RCFD0010	31,526,976	RCON0010	31,024,245	5.

2. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, cumulative foreign currency translation adjustments, and accumulated defined benefit pension and other postretirement plan adjustments.

3. Includes treasury stock and unearned Employee Stock Ownership Plan shares.