

# West Chester

— OHIO —

## Trustees Meeting Agenda November 15, 2022

### Trustees

Mark S. Welch, Chair  
Ann Becker  
Lee Wong

### Fiscal Officer

Bruce Jones  
Administrator  
Larry D. Burks

5:00 P.M.

### Regular Meeting

#### Mr. Welch

- Convene
- Roll Call
- Pledge

### Executive Session

Property, personnel & pending litigation with Legal Counsel

### Citizen's Comments

(2 minutes per person limited to a total of 10 minutes)

#### Mr. Welch

### Presentations

- A. Lisa D. Brown, West Chester Township Administration - Small Business Revitalization Grant (SPARK)
- B. Shawn Cowan, Butler County Regional Transit Authority - Transit Plan Update

#### Mr. Welch

### Action Items - For approval by motion

- C. Motion to approve Trustee Meeting Minutes - October 25, 2022
- D. Motion to approve payment of bills - October 14, 2022 through October 27, 2022

#### Mr. Burks

### Requisitions - Greater than \$7,500.00

- |             |               |   |
|-------------|---------------|---|
| 1. Adm      | \$ 340,590.00 | Ohio Township Association Risk Management Authority (OTARMA) - Purchase liability and property insurance coverage |
| 2. Fire     | \$ 11,249.70  | Cummins Bridgeway LLC - Repair turbo on Sutphen aerial tower (retroactive)  |
| 3. Police   | \$ 16,105.56  | Lexipol LLC - Renew agreement for online subscription services  |
| 4. Services | \$ 560,123.02 | Jack Doheny Companies, Inc. - Purchase vacuum truck   |
| 5. Services | \$ 62,821.55  | City of Mason - Pave Butler Warren Road between Barret and White Hill (CIP# 1395)                                 |
| 6. Services | \$ 20,000.00  | Ohio Machinery Co. - Rent a compact wheel loader  |
| 7. Services | \$ 12,894.00  | MC Equipment LLC dba W. A. Jones Truck Bodies and Equipment - Purchase replacement plow for salt truck            |

November 15, 2022

**Mr. Burks**

**Personnel Items**

- 8. Adm Approve Collective Bargaining Agreements between West Chester Township Board of Trustees and Fraternal Order of Police, Lodge 186 October 1, 2022 - September 30, 2025
- 9. Police Hire Nicole Depena to the position of Police Officer effective November 21, 2022 at the biweekly rate of \$2,521.34
- 10. Services Hire Michael Leach to the position of Laborer Operator effective November 7, 2022 at the hourly rate of \$19.40

**Mr. Burks**

**Business Items**

- 11. Adm Motion to create a Small Business Revitalization Grant Program, with initial funding of \$100,000 defined as part of the 2022 annual operational budget (CIP# 1812)
- 12. Adm Motion to accept quote from Woodhull LLC for provision of document archiving not to exceed \$101,133.03; and, authorize Township Administrator to negotiate all documents necessary to effectuate and execute contract, with Law Director approval (CIP# 1520)
- 13. Comm Dev Motion to approve Statutory Resolution 33-2022 Approving a Petition for Special Assessments for Special Energy Improvement Projects and a Plan for Public Improvements; and Approving the Necessity of Acquiring, Constructing, and Improving Certain Public Improvements in the Township in Cooperation with the I-75 Energy Special Improvement District
- 14. Comm Dev Motion to approve Statutory Resolution 34-2022 Determining to Proceed with Acquisition, Construction, and Improvement of Certain Public Improvements in Township in Cooperation with the I-75 Energy Special Improvement District
- 15. Comm Dev Motion to approve Statutory Resolution 35-2022 Levying Special Assessments for the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in West Chester Township in Cooperation with the I-75 Energy Special Improvement District; and, Authorizing and Approving a Cooperative Agreement Providing for Financing of a Special Energy Improvement Project in West Chester Township
- 16. Services Motion to approve Statutory Resolution 36-2022 finding the 1994 scissor lift not needed or unfit for public use; authorizing the sale of said equipment to Bobcat Enterprises; and crediting the sale price of said equipment to the purchase of a new scissor lift
- 17. Services Motion to approve Statutory Resolution 37-2022 affirming obligation for West Chester Township's share of the annual Butler County Engineer's 2023 paving program

**First Reading of Resolutions & Reading of Emergency Resolutions**

**Citizen's Comments**

**Second Reading & Vote on Pending Resolutions & Vote on Emergency Resolutions**

**Discussion Items & Elected Official Comments**

**Executive Session**

Property, personnel & pending litigation with Legal Counsel

**Adjourn**

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Presentation Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Lisa D. Brown, West Chester Township Administration - Small Business Revitalization Grant (SPARK)

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Presentation Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Shawn Cowan, Butler County Regional Transit Authority - Transit Plan Update

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve Trustee Meeting Minutes - October 25, 2022

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**Record of Proceedings: October 25, 2022**  
**West Chester Township Board of Trustees - Regular Meeting**

Convene: Chairperson Welch convened the meeting at 6:02 p.m.  
Roll Call: Mr. Welch and Mrs. Becker responded. Mr. Wong was absent.  
Pledge of Allegiance: Repeated by those present.

Citizen's Comments

There were no citizen's comments.

Presentations

There were no presentations.

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to amend the agenda such that Personnel Items would be placed in front of Action Items. Discussion: none. **Motion carried.**

Personnel Items

Mr. Burks introduced The Personnel Items consisting of, (1) hiring Brady Wadl to the position of Police Officer effective October 31, 2022 at the biweekly rate of \$2,521.34, and (2) hiring Jacob Hornback to the position of Police Officer effective October 31, 2022 at the biweekly rate of \$2,671.32. These were identified on the agenda as Personnel Items 10 and 11, respectively.

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Personnel Items 10 and 11. Discussion: The Trustees each expressed praise for the West Chester Police Department and the service performed by police officers, and wishing both of the applicants well. **Motion carried.**

**Thereupon** Fiscal Officer Jones administered the Oath of Office to Mr. Wadl and Mr. Hornback, accompanied by Police Chief Herzog and Assistant Police Chief Rebholz.

Action Items – For Approval by Motion

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve the Trustee Meeting Minutes for October 11, 2022. Discussion: none. **Motion carried.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve payment of bills - September 30, 2022 through October 13, 2022. Discussion: none. **Motion carried.**

Mr. Burks submitted the following requisitions greater than \$7,500:

Requisitions – Greater than \$7,500.00

1. Adm        \$53,964.50 Frost Brown Todd LLC - Legal services through September 30, 2022  
(various departments)

2. PIE \$76,810.20 F5GRAFX LLC dba ASI Signage Innovations - Replace and install signage at Beckett Park and Port Union Canal Trail and Park (CIP# 1825)
3. PIE \$16,215.63 The Plant Detail - Install holiday lights and decorations at The Square, Township Administration building and 1823 Plaza
4. Police \$45,342.60 Vance Outdoors, Inc. - Purchase ammunition to replenish depleted inventory
5. Police \$42,632.00 Cincyautos, Inc. - Purchase one police vehicle (CIP# 1409)
6. Police \$39,637.00 KamToy, Inc. - Purchase one 2022 Toyota Highlander (CIP# 1409)
7. Police \$21,763.50 Tri-State Public Safety - Purchase and install equipment to outfit three police vehicles (CIP# 1409)
8. Police \$8,832.00 Great Oaks Career Campuses - Pay tuition for Police Academy
9. Services \$20,075.00 Bobcat Enterprises, Inc. - Purchase electric scissor lift

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to approve payment of requisitions 1 through 9. Discussion: In response to Mr. Welch's question, Public Information & Engagement Director Barb Wilson addressed the Board, saying this was the second phase of this project and they felt the need to go with the same company as phase 1 in the interest of consistency. In response to Mrs. Becker's question, Mrs. Wilson said this phase, the second phase, was the last phase, adding that the street signs with the old logo would be replaced as needed. **Motion carried unanimously.**

#### Business Items

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to apply for Ohio Township Association Risk Management Authority (OTARMA) MORE Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: none. **Motion carried.**

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to apply for Ohio Township Association Risk Management Authority (OTARMA) Police and Fire Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: Mrs. Becker expressed her appreciation that staff is pursuing grants. **Motion carried.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Statutory Resolution 31-2022 rescinding and replacing Resolution 26-2022 finding four police department vehicles are not needed or are unfit for public use; and adopting Resolution 31-2022 finding two police department vehicles are not needed or are unfit for public use and sell at public auction; and, two Ford Fusions are not needed or unfit for public use and authorizing the sale of said Ford Fusions to KamToy and crediting the sale price of equipment to the purchase of a new vehicle. Discussion: none. **Motion carried.**

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to accept bid and approve proposal from John P. Tumlin & Sons LTD for Muhlhauser Barn deck replacement, not to exceed \$189,970.00 from TIF funds; and, authorize Township Administrator to negotiate all documents necessary to effectuate and execute contract, with Law Director approval (CIP# 1348). Discussion: Mrs. Becker noted the CIP was for \$350,000 and appreciated that the proposal was



less. Mr. Burks said the handrails were going to be wood, but the quote was lower than anticipated so they will install TREX handrails. **Motion carried.**

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to approve Professional Services Agreement between West Chester Township Board of Trustees and The Kleingers Group, Inc. for landscape architecture, engineering, and surveying services at the West Chester Safety Services Center, not to exceed \$89,870.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP# 1221).

Discussion: In response to Mrs. Becker's question, Mr. Burks said the service would make the identity of the Safety Services Center more apparent, plus it would identify where everything is on the property if, in the future, the administration decides to make changes at the facility.

**Motion carried.**

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Statutory Resolution 32-2022 affirming obligation for West Chester Township's share of the Butler County Engineer's 2023 Pipe Lining Program. Discussion: In response to Mrs. Becker's question, Mr. Burks said we have the ARPA funds to do a lot of work and we have approximately \$3.5 million of pipe work in the queue. He added that we save a lot of money when we do a lot of work, and this project will save West Chester a lot of money. **Motion carried.**

#### First Reading of Resolutions & Reading of Emergency Resolutions

There were no first readings of resolutions or readings of emergency resolutions.

#### Citizen's Comments

There were no citizen's comments.

#### Second Reading & Vote on Pending Resolutions & Vote on Emergency Resolutions

Mr. Burks read "Resolution 30-2022 approving a Zoning Map Amendment from R-1A to R-PUD for Case #ZMA04-22 – Anderson Farm.

**MOTION** made by Mrs. Becker, seconded by Mr. Welch, to approve Resolution No. 30-2022.

Discussion: In response to Mr. Welch's question, Mr. Burks said there really wasn't a site-distance issue given the location of the driveway. **Motion carried unanimously.**

#### Discussion Items & Elected Official Comments

Mr. Welch reminded everyone that Butler County was hosting a tire recycling event the coming Saturday at the Fairgrounds.

Mrs. Becker said Trick-or-Treat would be the following Monday, the 31<sup>st</sup>, from 6 to 8.

Mr. Jones noted property tax rollbacks from the Butler County Developmental Disabilities Board was ending, as was the rollback from the County Commissioners, and the County Auditor lost his fight with the Ohio Tax Commissioner such that it's catch-up time since our Auditor had been applying his lower rate the last two years. He said West Chester should discuss rolling back property taxes to the extent it could, given this "perfect storm" for property owners and

the hardship they may experience while enduring a recession. Mr. Jones said the rollback would apply to the inside millage, not levied property taxes, but we should do what we could to help people. Mrs. Becker said she was open to discussing the possibility, as was Mr. Welch, though he expressed concerns. Substantial discussion ensued and Mr. Burks agreed to have staff develop specific numbers for future discussion.

Mr. Burks said West Chester has ARPA funds to apply to infrastructure needs. He introduced Services Director Arun Hindupur who explained the need for West Chester to obtain a sewer vacuum vehicle. He said it would cost \$560,000 and we currently borrow one from the Butler County Engineer's Office. Mr. Burks said we currently have services mutual aid agreements, and he noted some of the terms and conditions.

Adjournment

**MOTION** made at 6:42 p.m. by Mrs. Becker, seconded by Mr. Welch, to adjourn the October 25, 2022 Regular meeting. Discussion: none. **Motion carried unanimously.**

**Respectfully Submitted,**

**Approved,**

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**Bruce Jones, Fiscal Officer**

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**Mark Welch, Chairperson**

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve payment of bills - October 14, 2022 through October 27, 2022

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

REPORT PARAMETERS

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ORGANIZATION : 001  
BANK : 4  
PRINT BY : CHECK DATE  
SORT OPTION : CHECK #  
PRINT DETAILS : Y  
BEGINNING CHECK DATE : 10/14/22  
ENDING CHECK DATE : 10/20/22  
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 10/14/22 - 10/20/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
4	82389	\$3709.60	10/14/22	00615		4 ALTAFIBER		S	CLEARED
		2960.52	210-FD00-5501-000-000000			T-1 OCT 22	D133498498	OCT 22	
		185.35	101-AD00-5501-000-000000			T-1 OCT 22			
		76.35	209-PD00-5501-000-000000			T-1 OCT 22			
		5.80	207-TV00-5501-000-000000			T-1 OCT 22			
		21.98	203-RD00-5501-000-000000			T-1 OCT 22			
		95.68	101-PK11-5501-000-000000			860-1946 OCT 22	860-1946	OCT 22	
		74.98	210-FD00-5501-000-000000			122-6977 OCT 22	122-6977	OCT 22	
		74.98	210-FD00-5501-000-000000			127-7424 OCT 22	127-7424	OCT 22	
		98.98	210-FD00-5501-000-000000			127-1428 OCT 22	127-1428	OCT 22	
		74.98	210-FD00-5501-000-000000			121-4393 OCT 22	121-4393	OCT 22	
		40.00	101-PK04-5501-000-000000			KP WIFI OCT 22	1183476674	OCT 22	
4	82390	\$48.70	10/14/22	02918		0 NST BATTERY LLC		S	CLEARED
		8.15	210-FD00-5455-000-000000			BATTERIES FOR STOCK	P54934846		
		8.15	211-EM00-5455-000-000000			BATTERIES FOR STOCK			
		16.20	210-FD00-5455-000-000000			BATTERIES FOR STOCK	P54934644		
		16.20	211-EM00-5455-000-000000			BATTERIES FOR STOCK			
4	82391	\$3097.25	10/14/22	03663		0 BENCHMARK LAND MANAGEMENT LLC		S	OUTSTANDING
		3097.25	101-PK04-5353-000-000000			KPW WATER LINE REPAIR	10486		
4	82392	\$230.00	10/14/22	01551		0 BREWPRO		S	CLEARED
		230.00	201-RD00-5455-000-IHCRCK			AQUAPHALT ASPHALT REPAIR (4)	124995		
4	82393	\$35.85	10/14/22	AD000		36 LISA BROWN		S	CLEARED
		35.85	101-AD00-5453-000-000000			SV DIRECTOR FIRST DAY	BROWN 10/11/22		
4	82394	\$120.00	10/14/22	00092		0 BUTLER COUNTY TOWNSHIP ASSOCIATION		S	OUTSTANDING
		30.00	101-AD03-5341-000-000000			BCTA ED BANQUET OCT 22	10/13/22		
		90.00	101-AD02-5341-000-000000			BCTA ED BANQUET OCT 22			
4	82395	\$520.00	10/14/22	03879		0 CORRIE CARLIER		S	OUTSTANDING
		520.00	205-CE00-5904-000-000000			REFUND-SEC 8, LOT 241 GR 1-4	09/26/22		
4	82396	\$7629.39	10/14/22	03253		0 CHANGE HEALTHCARE TECH ENABLED SERVICES LLC		S	CLEARED
		7629.39	211-EM00-5319-000-000000			MANAGEMENT FEES AUG 22	MD12270		
4	82397	\$84.88	10/14/22	00641		1 DUKE ENERGY		S	OUTSTANDING
		14.63	507-LT22-5504-000-000000			FOXBOROUGH LTG DIST	910117893235	OCT22	
		26.30	507-LT22-5504-000-000000			FOXBOROUGH LTG DIST	910117892309	OCT22	
		43.95	507-LT10-5504-000-000000			BRENNER WOODS LTG DIST	910117196609	OCT22	
4	82398	\$194.37	10/14/22	01334		0 DUKE ENERGY		S	OUTSTANDING
		169.74	101-AD00-5506-000-000000			CIVIL DEF SIREN 08/27-09/27/22	910117891746	OCT22	
		24.63	101-LT00-5504-000-000000			7577 PRIN-GLEN 08/29-09/29/22	910119395842	SEP22	
4	82399	\$187.74	10/14/22	PD000		22 NICHOLAS SCOTT DUNLEVY		S	CLEARED
		187.74	209-PD00-5341-000-000000			SEXUAL ASSAULT INV ACADEMY	DUNLEVY 10/04/22		

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 10/14/22 - 10/20/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS
4	82400	\$2910.00 2910.00	10/14/22 201-RD00-5455-000-IHCLVT	03847		0 ELECTRIC EEL MFG., CO., INC. SUMP LINE AUGER	440047	S OUTSTANDING
4	82401	\$7460.00 7460.00	10/14/22 210-FD00-5705-000-000000	03611		0 FIRE DEPARTMENT SERVICE & SUPPLY CO CIP 1677 6 BALLISTIC EQUIPMENT	5930	S CLEARED
4	82402	\$530.35 449.00 71.35 10.00	10/14/22 101-CD00-5341-000-000000 101-CD00-5453-000-000000 101-CD00-5502-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD KATY OEDA SUMMIT OCT 22 FBT BZA TRNG DINNER SEP 22 GOTOMTG AUDIO 8/21-9/20/22	OEDA 9/2/22 SUBWAY 09/12/22 GOTOCOM 09/21/22	S OUTSTANDING
4	82403	\$660.00 365.00 295.00	10/14/22 209-PD00-5341-000-000000 209-PD00-5341-000-000000	02792		0 FORCE SCIENCE LTD WEINGARTNER FROCE SCIENCE WEINGARTNER FORCE SCIENCE	FSI-26971 FSI-27011	S OUTSTANDING
4	82404	\$136.99 11.73 125.26	10/14/22 101-PK12-5353-000-000000 101-PK12-5353-000-000000	00585		0 GRAINGER INC. SQ LIGHT BALLAST/BULB SQ LIGHT BALLAST/BULB	9448256603 9446049026	S CLEARED
4	82405	\$206.00 206.00	10/14/22 205-CE00-5455-000-000000	01199		0 HENDERSON TURF FARM SOD 120 SQ YDS	27979	S CLEARED
4	82406	\$3954.69 2800.00 32.79 5.60 38.39 3.20 96.78 16.52 113.31 9.44 113.92 34.84 602.00 87.90	10/14/22 201-RD00-5353-000-000000 209-PD00-5353-000-000000 101-AD00-5353-000-000000 201-RD00-5353-000-000000 101-CD00-5353-000-000000 209-PD00-5353-000-000000 101-AD00-5353-000-000000 201-RD00-5353-000-000000 101-CD00-5353-000-000000 205-CE00-5353-000-000000 101-PK03-5353-000-000000 508-RD88-5455-000-000000 508-RD88-5455-000-000000	02253		0 JAMIE'S MULCH AND TOPSOIL INC LANDSCAPE MAINTENANCE-OCT 22 SSC ENTRANCE FALL DECORATIONS SSC ENTRANCE FALL DECORATIONS SSC ENTRANCE FALL DECORATIONS SSC ENTRANCE FALL DECORATIONS SSC ENTRANCE FALL DECORATIONS SSC ENTRANCE FALL DECORATIONS SSC ENTRANCE FALL DECORATIONS SSC ENTRANCE FALL DECORATIONS SSC ENTRANCE FALL DECORATIONS CEM ENTRANCE FALL DECOR BP ENTRANCES FALL DECOR UCB/MUHLHAUSER FALL DECOR UCB/MUHLHAUSER FALL DECOR	A25684 A25650 A25652 A25655 A25658 A25653 A25654	S CLEARED
4	82407	\$303.59 182.21 121.38	10/14/22 210-FD00-5352-000-000000 201-RD00-5351-000-000000	00353		0 JOHN DSUBAN SPRING SERVICE VEH 1118 SLACK ADJUSTERS TRUCK 19 VALVE/U-BOLTS	0150350-IN 0150196-IN	S CLEARED
4	82408	\$530.38 133.75 388.00 8.63	10/14/22 101-AD00-5608-000-000000 101-AD00-5341-000-000000 101-AD00-5341-000-000000	AD000		19 KENNETH KEIM KEIM OGFOA CONF MILEAGE OCT 22 KEIM OGFOA CONF OCT 22 KEIM OGFOA CONF MEAL OCT 22	KEIM 10/13/22	S OUTSTANDING
4	82409	\$42585.00 32364.60 425.85 3406.80	10/14/22 209-PD00-5706-000-000000 217-0000-5706-000-000000 218-0000-5706-000-000000	03355		0 CINCYAUTOS, INC. CIP 1409-2022 EXPLORER VIN 869 CIP 1409-2022 EXPLORER VIN 869 CIP 1409-2022 EXPLORER VIN 869	NGC18695	S OUTSTANDING

WEST CHESTER TOWNSHIP  
CHECK REGISTER  
DATE RANGE: 10/14/22 - 10/20/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS
		6387.75	219-0000-5706-000-000000			CIP 1409-2022 EXPLORER VIN 869		
4	82410	\$437.38 218.69 218.69	10/14/22 210-FD00-5352-000-000000 211-EM00-5352-000-000000	00409		0 MCCLUSKEY CHEVROLET INC. VEH 619 MIRROR ASSEMBLY VEH 619 MIRROR ASSEMBLY	2061	S CLEARED
4	82411	\$1738.40 128.80 16.00 634.40 583.73 16.80 40.00 18.40 5.20 16.93- 16.00 78.00 42.00 8.00 32.00 112.00 6.00 6.00 6.00 6.00	10/14/22 204-RD00-5222-000-000000 205-CE00-5222-000-000000 209-PD00-5222-000-000000 210-FD00-5222-000-000000 211-EM00-5222-000-000000 207-TV00-5222-000-000000 101-AD02-5222-000-000000 101-AD03-5222-000-000000 101-CD00-5222-000-000000 101-PK00-5222-000-000000 209-DS00-5222-000-000000 210-DS00-5222-000-000000 508-RD88-5222-000-000000 101-SV00-5222-000-000000 101-AD00-5222-000-000000 204-RD00-5222-000-000000 209-PD00-5222-000-000000 210-FD00-5222-000-000000 211-EM00-5222-000-000000	02690		0 MEDMUTUAL LIFE EMP LIFE INS NOV 22	029952124-5	S CLEARED
4	82412	\$2863.24 222.95 62.98 1217.08 68.74 362.40 209.71 245.63 473.75	10/14/22 211-EM00-5352-000-000000 211-EM00-5352-000-000000 211-EM00-5352-000-000000 211-EM00-5352-000-000000 209-PD00-5351-000-000000 209-PD00-5351-000-000000 209-PD00-5351-000-000000 209-PD00-5351-000-000000	02776		0 MIKE CASTRUCCI FORD INC VEH 319 AIR BAG MODULE/MOULD VEH 319 AIR BAG MODULE/MOULD VEH 319 MIRROR VEH 717 FRONT BRAKE PADS UNIT 1624/1625 PADS & ROTORS UNIT 1625 FRONT PADS/ROTORS UNIT 2076 FRONT BRAKES UNIT 2076 BRAKE KITS	126572 126572X1 126568 126877 127614 127711 127611 127548	S CLEARED
4	82413	\$6254.00 3020.00 3234.00	10/14/22 201-RD00-5319-000-000000 201-RD00-5319-000-000000	00438		0 MILLS FENCE COMPANY INC. WEST CHESTER GUARDRAIL REPAIR WEST CHESTER GUARDRAIL REPAIR	C221304 C21123	S CLEARED
4	82414	\$595.00 595.00	10/14/22 209-PD00-5341-000-000000	03646		0 FOX VALLEY TECHNICAL COLLEGE DUNLEVY SEXUAL ASSAULT INV.	TPB0000768723	S OUTSTANDING
4	82415	\$48.27 24.13 24.14	10/14/22 210-FD00-5352-000-000000 211-EM00-5352-000-000000	00457		0 NOEL'S PLUMBING SUPPLY INC. STA 71 MENS LOCKER ROOM STA 71 MENS LOCKER ROOM	0183180-IN	S OUTSTANDING
4	82416	\$50.00 50.00	10/14/22 207-TV00-5319-000-000000	03524		0 OHIO HIGH SCHOOL ATHLETIC ASSOCIATION HIGH SCHOOL TOURNEY 10/17/22	10/13/22	S OUTSTANDING

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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS
4	82417	\$50.00 50.00	10/14/22 209-PD00-5341-000-000000	00467		0 OHIO PEACE OFFICER TRAINING ACADEMY FLICK TESTIFYING IN COURT	2022-3295	S OUTSTANDING
4	82418	\$24715.00 24715.00	10/14/22 270-PD00-5472-000-000000	01882		0 DRELLISHAK & DRELLISHAK INC SWAT-RMV BALLISTIC VEST (10)	INV791	S CLEARED
4	82419	\$350.00 350.00	10/14/22 209-PD00-5341-000-000000	03311		0 AEGEAN, LLC SCRIMIZZI DRUG INVESTIGATIONS	264300	S CLEARED
4	82420	\$225.00 225.00	10/14/22 101-CD00-4304-CFS-000000	03878		0 REDKNOT HOMES APPLICATION WITHDRAWN-57346	57346 REFUND	S OUTSTANDING
4	82421	\$193.29 193.29	10/14/22 209-PD00-5608-000-000000	PD000		141 MICHELLE ROWE MILEAGE 4/5/22-9/23/22	ROWE 9/30/22	S OUTSTANDING
4	82422	\$40.00 40.00	10/14/22 209-PD00-5319-000-000000	03777		0 OLGA ONIPKO PATCH APPLICATION	13277	S CLEARED
4	82423	\$600.00 600.00	10/14/22 209-PD00-5319-000-000000	00607		1 TREASURER OF STATE LEADS TERMINAL FEES SEP 22	23L1005	S CLEARED
4	82424	\$507.94 155.19 19.51 15.35 7.24 12.71 8.00 15.28 31.24 136.09 19.51 15.35 7.24 12.71 6.00 15.28 31.24	10/14/22 201-RD00-5472-000-000000 101-PK00-5472-000-000000 101-SV99-5472-000-000000 101-PK00-5472-000-000000 205-CE00-5472-000-000000 101-SV00-5472-000-000000 201-RD00-5455-000-000000 101-PK00-5455-000-000000 201-RD00-5472-000-000000 101-PK00-5472-000-000000 101-SV99-5472-000-000000 101-PK00-5472-000-000000 205-CE00-5472-000-000000 101-SV00-5472-000-000000 201-RD00-5455-000-000000 101-PK00-5455-000-000000	03759		0 UNIFIRST CORPORATION ROADS UNIFORMS 9/20/22 PARKS UNIFORMS 9/20/22 FACILITY TECH UNIFORMS 9/20/22 UCB UNIFORMS 9/20/22 CEMETERY UNIFORMS 9/20/22 DELIVERY 9/20/22 TOWELS SHOP 9/20/22 TOWELS PARKS 9/20/22 ROADS UNIFORMS 9/27/22 PARKS UNIFORMS 9/27/22 FACILITY TECH UNIFORMS 9/27/22 UCB UNIFORMS 9/27/22 CEMETERY UNIFORMS 9/27/22 DELIVERY 9/27/22 TOWELS SHOP 9/27/22 TOWELS PARKS 9/27/22	1340039235          1340042358	S CLEARED
4	82425	\$74.46 74.46	10/14/22 209-PD00-5371-000-000000	00582		0 VIP PRINTING CENTER BUSINESS CARD CRS STOCK (1000)	35066	S CLEARED
4	82426	\$2703.00 2703.00	10/14/22 101-CD00-5321-000-000000	01091		0 VOGT LAWN CARE NUISANCE 7859 KINGSGATE WAY CO	11284	S OUTSTANDING
4	82427	\$498.53 174.84 98.40 74.72	10/17/22 101-AD00-5501-000-000000 210-FD00-5501-000-000000 101-PK13-5501-000-000000	00615		4 ALTAFIBER 779-0071 10/08/22-11/07/22 860-5544 10/05/22-11/04/22 860-9226 10/05/22-11/04/22	779-0071 OCT 22 860-5544 OCT 22 860-9226 OCT 22	S OUTSTANDING



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		35.78	210-FD00-5501-000-000000			874-2443 10/05/22-11/04/22	874-2443	OCT 22	
		114.79	209-PD00-5501-000-000000			PD WIFI 10/01/22-10/31/22	1164535201	OCT 22	
4	82428	\$431.64	10/17/22	00087		5 BUTLER COUNTY WATER & SEWER DEPARTMENT			S OUTSTANDING
		183.10	210-FD00-5503-000-000000			7588 TYLERS 09/08/22-10/07/22	2002286	OCT 22	
		8.47	101-PK04-5503-000-000000			7211 BARRETT 09/02/22-10/05/22	2013796	OCT 22	
		172.93	210-FD00-5503-000-000000			7709 JOHN RD 09/02/22-10/04/22	2006330	OCT 22	
		67.14	101-PK04-5503-000-000000			7411 BARRETT 09/02/22-10/04/22	2013795	OCT 22	
4	82429	\$773.80	10/17/22	00641		1 DUKE ENERGY			S OUTSTANDING
		773.80	507-LT21-5504-000-000000			GLEN MOOR LTG DIST	930000024706	OCT22	
4	82430	\$89.42	10/17/22	PD000		36 PAUL EDWARD HAERING			S OUTSTANDING
		89.42	209-PD00-5401-000-000000			SHOTGUN SHOULDER PADS	HAERING 10/7/22		
4	82431	\$134.79	10/17/22	PD000		114 MICHAEL MCCALLA			S OUTSTANDING
		134.79	209-PD00-5341-000-000000			SNIPER TRAINING SEP 22	MCCALLA 10/4/22		
4	82432	\$50.00	10/17/22	03524		0 OHIO HIGH SCHOOL ATHLETIC ASSOCIATION			S OUTSTANDING
		50.00	207-TV00-5319-000-000000			HIGH SCHOOL TOURNEY 10/20/22	10/20/22		
4	82433	\$50.00	10/17/22	03524		0 OHIO HIGH SCHOOL ATHLETIC ASSOCIATION			S OUTSTANDING
		50.00	207-TV00-5319-000-000000			HIGH SCHOOL TOURNEY 10/22/22	10/22/22		
4	82434	\$625.00	10/17/22	03881		0 JOSEPH PHALTZGRAFF			S OUTSTANDING
		625.00	101-PK11-4207-CFS-000000			BARN CANCELLATION-MB051823	54849	REFUND	
4	82435	\$975.30	10/17/22	FD000		158 LAWRENCE R. THOMPSON, JR.			S OUTSTANDING
		715.00	210-FD00-5341-000-000000			HEAVEY RESCUE CONF-HEAVY DOOR	THOMPSON 9/28/22		
		224.00	210-FD00-5341-000-000000			HEAVEY RESCUE CONF-HEAVY DOOR			
		36.30	210-FD00-5341-000-000000			HEAVEY RESCUE CONF-HEAVY DOOR			
4	82436	\$626.67	10/19/22	00020		0 AFLAC			S OUTSTANDING
		47.53	209-0000-2226-000-000000			VOL INS 10/21/22 PAY PRE-TAX	193695		
		206.25	210-0000-2226-000-000000			VOL INS 10/21/22 PAY PRE-TAX			
		80.58	204-0000-2226-000-000000			VOL INS 10/21/22 PAY PRE-TAX			
		18.41	209-0000-2226-000-000000			VOL INS 10/21/22 PAY AFTER-TAX			
		273.90	210-0000-2226-000-000000			VOL INS 10/21/22 PAY AFTER-TAX			
4	82437	\$125.65	10/19/22	00615		4 ALTA FIBER			S OUTSTANDING
		125.65	210-FD00-5501-000-000000			682-2529 10/11/22-11/10/22	682-2529	OCT 22	
4	82438	\$4717.00	10/19/22	00641		2 DUKE ENERGY			S OUTSTANDING
		4717.00	507-LT03-5504-000-000000			WETHERINGTON GAS LIGHTS 2022	FRS-0045302		
4	82439	\$495.00	10/19/22	00753		0 GREAT AMERICAN FINANCIAL RESOURCES			S OUTSTANDING
		495.00	209-0000-2252-000-000000			GROUP ANNUITY 10/21/22 PAYROLL	10/21/22		
4	82440	\$20.16	10/19/22	AD000		30 FELICIA KRUTKA			S CLEARED
		20.16	101-AD00-5341-000-000000			KRUTKA GCFOA LUNCH SODA/WATER	KRUTKA 10/18/22		

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION		TYPE
								INV VEND
4	82441	\$24715.95	10/19/22	00755		0 OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION		S OUTSTANDING
		2626.00	101-0000-2252-000-000000			GROUP ANNUITY 10/21/22 PAYROLL	OH DFRD 10/21/22	
		14214.49	209-0000-2252-000-000000			GROUP ANNUITY 10/21/22 PAYROLL		
		5770.46	210-0000-2252-000-000000			GROUP ANNUITY 10/21/22 PAYROLL		
		1640.00	204-0000-2252-000-000000			GROUP ANNUITY 10/21/22 PAYROLL		
		200.00	205-0000-2252-000-000000			GROUP ANNUITY 10/21/22 PAYROLL		
		265.00	207-0000-2252-000-000000			GROUP ANNUITY 10/21/22 PAYROLL		
4	82442	\$8720.02	10/19/22	01329		0 SECURITY BENEFIT GROUP		S OUTSTANDING
		2070.02	101-0000-2252-000-000000			611021 DFRD COMP 10/21/22	611021 10/21/2022	
		1863.75	209-0000-2252-000-000000			611021 DFRD COMP 10/21/22		
		4348.75	210-0000-2252-000-000000			611021 DFRD COMP 10/21/22		
		43.75	211-0000-2252-000-000000			611021 DFRD COMP 10/21/22		
		193.75	204-0000-2252-000-000000			611021 DFRD COMP 10/21/22		
		200.00	508-0000-2252-000-000000			611021 DFRD COMP 10/21/22		
4	82443	\$6609.27	10/19/22	00577		0 VERIZON WIRELESS		S OUTSTANDING
		440.85	101-AD00-5502-000-000000			CELL PHONE 09/09/22-10/08/22	9917705071	
		237.65	101-CD00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		197.53	101-SV00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		651.01	203-RD00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		43.53	205-CE00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		50.96	207-SR00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		235.30	207-TV00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		75.37	209-DS00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		75.37	210-DS00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		2588.46	209-PD00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		1382.20	210-FD00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
		631.04	211-EM00-5502-000-000000			CELL PHONE 09/09/22-10/08/22		
4	165438	\$470.00	10/14/22	01532		0 A-PLUS CONCRETE & EXCAVATION LLC		T CLEARED
		66.00	101-PK04-5353-000-000000			KP ENTRANCE SIGNS MULCH	9416	
		56.00	101-PK04-5353-000-000000			KP ENTRANCE SIGNS TOPSOIL	9417	
		56.00	205-CE00-5455-000-000000			TOPSOIL 2 YDS	9419	
		264.00	201-RD00-5455-000-000000			RIPRAP 6 YDS-N. WOODBINE DITC	9399	
		28.00	201-RD00-5455-000-IHCLVT			SUMPLINE 1YD TOPSOIL-TYLER RES	9440	
4	165439	\$371.75	10/14/22	00008		0 ACE HARDWARE W.C. INC.		T CLEARED
		95.93	201-RD00-5351-000-000000			TRUCK DETAILING SUPPLIES	34071/1	
		7.36	101-PK12-5353-000-000000			SQ LIGHT HARDWARE	34072/1	
		7.47	201-RD00-5353-000-000000			MOUSE TRAPS (6)	34100/1	
		78.22	508-RD88-5353-000-000000			UCB WATERING SUPPLIES	34104/1	
		61.97	201-RD00-5351-000-000000			TRUCK DETAILING SUPPLIES	34103/1	
		52.58	201-RD00-5356-000-000000			CHAINSAW BLADE-ROADS CHAINSAW	34105/1	
		19.99	201-RD00-5351-000-000000			BUCKET TRUCK TOOLBOX	34128/1	
		11.98	201-RD00-5353-000-000000			MOUSE TRAPS (4)		
		6.28	205-CE00-5351-000-000000			TRUCK U14 KEY AND HOOK	34113/1	
		29.97	201-RD01-5455-000-000000			CONCRETE MIX 3 BAGS	34112/1	

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								TYPE INV	STATUS VEND
4	165440	\$3429.61	10/14/22	00012		0 ADP, INC.		T	CLEARED
		169.07	101-AD00-5319-000-000000			PAY END 09/17/22 - 10/01/22	616480404		
		36.23	101-AD02-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		12.08	101-AD03-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		120.76	101-CD00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		60.38	101-PK00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		36.23	101-SV00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		214.35	204-RD00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		36.23	205-CE00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		60.38	207-TV00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		1216.66	209-PD00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		1240.81	210-FD00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		33.21	211-EM00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		12.08	508-RD88-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		90.57	209-DS00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
		90.57	210-DS00-5319-000-000000			PAY END 09/17/22 - 10/01/22			
4	165441	\$271.92	10/14/22	03800		0 ADW ACQUISITIONS LLC		T	CLEARED
		271.92	211-EM00-5352-000-000000			VEH 319 BATTERIES	17646516		
4	165442	\$601.20	10/14/22	00016		0 AERO OIL COMPANY OF CINCINNATI, INC.		T	CLEARED
		601.20	201-RD00-5351-000-000000			WASHER FLUID (6)	184413		
4	165443	\$872.22	10/14/22	03337		0 AIRGAS, INC.		T	CLEARED
		442.46	211-EM00-5455-000-000000			OXYGEN USE JUL 22	9989985487		
		429.76	211-EM00-5455-000-000000			OXYGEN USE SEP 22	9991443399		
4	165444	\$697.23	10/14/22	02035		0 AL-JOE'S INC		T	CLEARED
		209.99	101-PK00-5401-000-000000			CULTIVATOR ATTACHMENT	933740		
		66.98	201-RD00-5356-000-000000			POLE SAW BLADES (2)	934317		
		12.32	201-RD00-5356-000-000000			CHAINSAW CHAIN	934143		
		407.94	101-PK00-5356-000-000000			JACOBSON MOWER WHEEL ASSEMBLY	934747		
4	165445	\$2225.00	10/14/22	02937		0 ALERT-ALL CORP		T	CLEARED
		325.00	210-FD00-5455-000-000000			PUB ED STICKERS 200 PER ROLL	W31933		
		1280.00	210-FD00-5455-000-000000			PUB ED FIRE HELMETS			
		620.00	210-FD00-5455-000-000000			PUB ED PENCILS - FIRE SAFETY			
4	165446	\$850.00	10/14/22	03347		0 ROBERT A. ALLEN		T	CLEARED
		850.00	207-TV00-5319-000-000000			SRVS 9/1-2,9/6,9/8,9/15,9/22	028		
4	165447	\$3906.26	10/14/22	03174		0 AMAZON FULLFILLMENT SERVICES INC.		T	CLEARED
		42.00	210-FD00-5455-000-000000			ICS COMMAND HIGH RISE TOTES	1X6N-PLR7-K36C		
		31.98	211-EM00-5401-000-000000			VEH 319 APPLE AIR TAG	1JLD-LYFD-CH34		
		159.50	210-FD00-5401-000-000000			STA 72 SHARK VACUUM	1CVJ-P9QM-F7HD		
		159.50	211-EM00-5401-000-000000			STA 72 SHARK VACUUM			
		346.41	201-RD00-5455-000-000000			IPHONE CASES, GLASS PROTECTORS	1MXD-TNMQ-X6CM		
		159.33	201-RD00-5455-000-000000			IPHONE CASES, GLASS PROTECTORS	11XD-Y4KM-Y4MX		
		57.95	101-AD00-5451-000-000000			WIRELESS MICE/KEYBOARDS (2)	1HLJ-YCVN-KMPJ		
		28.99	210-FD00-5455-000-000000			INSPECTOR IPHONE CASE	1P3X-6HDL-KFGH		

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		2694.04	207-TV00-5401-000-000000			PORTABLE STORAGE DRIVES (2)	1FR7-FXJR-731F	
		23.27	101-HR00-5604-000-000000			HR/AD FUNCTIONS AND MEETINGS	13NV-W7LJ-3QXN	
		28.11	101-HR00-5604-000-000000			HR/AD FUNCTIONS AND MEETINGS	1VQ6-MNV7-RMWY	
		51.38	101-AD00-5454-000-000000			HR/AD FUNCTIONS AND MEETINGS		
		152.37	201-RD00-5351-000-000000			EXHAUST MANIFOLD KIT	1RCY-GY3Y-JDT9	
		7.39-	207-TV00-5401-000-000000			CREDITS INV 1FR7-FXJR-731F	1MMM-CM1H-RJY7	
		10.59-	207-TV00-5401-000-000000			CREDITS INV 1FR7-FXJR-731F	1Q9X-LNR7-PKD3	
		10.59-	207-TV00-5401-000-000000			CREDITS INV 1FR7-FXJR-731F	1MHT-YJN4-QCGL	
4	165448	\$730.50	10/14/22	02380		0 ANJITA, INC.		T CLEARED
		390.25	209-PD00-5472-000-000000			DRY CLEANING NOV 21	202111120211131-3	
		340.25	209-PD00-5472-000-000000			DRY CLEANING OCT 21	202110120211031-3	
4	165449	\$329.07	10/14/22	03022		0 BAKER VEHICLE SYSTEMS, INC.		T CLEARED
		329.07	101-PK00-5356-000-000000			JACOBSEN HR9016 BUSHINGS	1317775	
4	165450	\$4443.00	10/14/22	00117		0 BETHESDA HEALTHCARE INC.		T CLEARED
		839.00	210-FD00-5319-000-000000			PART-TIME PHYSICALS (5)	6280-421648	
		839.00	211-EM00-5319-000-000000			PART-TIME PHYSICALS (5)		
		1382.50	210-FD00-5319-000-000000			FT ANNUAL PHYSICALS (8)	6280 421648	
		1382.50	211-EM00-5319-000-000000			FT ANNUAL PHYSICALS (8)		
4	165451	\$1155.92	10/14/22	00126		0 BOUND TREE MEDICAL LLC.		T CLEARED
		304.35	211-EM00-5455-000-000000			EMS BULK ORDER	84682860	
		851.57	211-EM00-5455-000-000000			EMS BULK ORDER	84686575	
4	165452	\$3442.50	10/14/22	00103		0 CENTER FOR LOCAL GOVERNMENT		T CLEARED
		3442.50	101-AD00-5317-000-000000			CLG MEMBERSHIP DUES 2022-BURKS	2025	
4	165453	\$18.00	10/14/22	01702		0 CITY ELECTRIC SUPPLY		T CLEARED
		9.00	210-FD00-5353-000-000000			LIGHT BULBS FOR STOCK	SHV/131058	
		9.00	211-EM00-5353-000-000000			LIGHT BULBS FOR STOCK		
4	165454	\$174.42	10/14/22	00192		0 OHIO NEWSPAPERS INC		T CLEARED
		174.42	101-CD00-5372-000-000000			LEGALADBOTZMA04-22ANDERSONFARM	I00763867	
4	165455	\$67.00	10/14/22	02936		0 DOCUMENT DESTRUCTION		T CLEARED
		32.83	101-AD00-5319-000-000000			SHRED (FIN, FD, DS, HR) SEP 22	157580	
		16.75	210-FD00-5319-000-000000			SHRED (FIN, FD, DS, HR) SEP 22		
		8.71	209-DS00-5319-000-000000			SHRED (FIN, FD, DS, HR) SEP 22		
		8.71	210-DS00-5319-000-000000			SHRED (FIN, FD, DS, HR) SEP 22		
4	165456	\$525.00	10/14/22	03372		0 ADAM N. ECKSTEIN		T CLEARED
		525.00	207-TV00-5319-000-000000			SRVS 9/1,9/2,9/9,9/22,9/29/22	24	
4	165457	\$339.94	10/14/22	00235		0 ECON-O-WISE RENTAL		T CLEARED
		132.50	201-RD00-5455-000-IHCLVT			CATCH BASIN CONCRETE SAW/BLADE	290793	
		94.87	205-CE00-5356-000-000000			WEEDEATER SPARK PLUGS/AIR FILT	290928	
		59.99	101-PK00-5356-000-000000			WEEDEATER TRIMMER LINE	290175	
		52.58	201-RD00-5356-000-000000			STIHL CHAINSAW CHAINS (2)	291526	

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION		TYPE INV VEND
4	165458	\$52625.23	10/14/22	00634		0 EMCOR FACILITIES SERVICES INC		T CLEARED
		17662.25	209-PD00-5353-000-000000			SSC FACILITY MAINT AUG 22	590261	
		3402.01	101-AD00-5353-000-000000			SSC FACILITY MAINT AUG 22		
		4819.51	201-RD00-5353-000-000000			SSC FACILITY MAINT AUG 22		
		2855.66	101-CD00-5353-000-000000			SSC FACILITY MAINT AUG 22		
		4997.32	101-AD00-5353-000-000000			AD FACILITY MAINT AUG 22	590262	
		722.51	207-TV00-5353-000-000000			AD FACILITY MAINT AUG 22		
		301.04	101-SV00-5353-000-000000			AD FACILITY MAINT AUG 22		
		1197.69	209-DS00-5353-000-000000			CIT FACILITY MAINT AUG 22	590263	
		1197.69	210-DS00-5353-000-000000			CIT FACILITY MAINT AUG 22		
		2395.39	101-AD00-5353-000-000000			CIT FACILITY MAINT AUG 22		
		822.22	205-CE00-5353-000-000000			CE FACILITY MAINT AUG 22	590266	
		1526.66	101-PK11-5353-000-000000			MB FACILITY MAINT AUG 22	590265	
		339.34	101-PK03-5353-000-000000			BP FACILITY MAINT AUG 22		
		72.43	101-PK04-5353-000-000000			KP FACILITY MAINT AUG 22		
		59.32	101-PK12-5353-000-000000			SQ FACILITY MAINT AUG 22		
		341.02	209-PD00-5353-000-000000			SSC JANITORIAL SUPPLIES AUG 22	590267	
		67.09	101-AD00-5353-000-000000			SSC JANITORIAL SUPPLIES AUG 22		
		95.04	201-RD00-5353-000-000000			SSC JANITORIAL SUPPLIES AUG 22		
		55.90	101-CD00-5353-000-000000			SSC JANITORIAL SUPPLIES AUG 22		
		4000.00	101-PK11-5353-000-000000			MB EVENT CLEANING JUL 22	590568B	
		511.11	209-PD00-5401-000-000000			MICROPHONE FOR POLYGRAPH ROOM	575704	
		1353.83	210-FD00-5353-000-000000			FACILITY MAINTENANCE AUG 22	590264	
		1353.83	211-EM00-5353-000-000000			FACILITY MAINTENANCE AUG 22		
		1238.19	210-FD00-5353-000-000000			FACILITY MAINTENANCE JUL 22	589367	
		1238.18	211-EM00-5353-000-000000			FACILITY MAINTENANCE JUL 22		
4	165459	\$720.00	10/14/22	03351		0 EMERSON DESIGN, LLC		T CLEARED
		360.00	210-FD00-5319-000-000000			FIREHOUSE RESPONSE TIME	022201-003	
		360.00	211-EM00-5319-000-000000			FIREHOUSE RESPONSE TIME		
4	165460	\$1421.00	10/14/22	03427		0 ENCORE PRECAST LLC		T CLEARED
		439.00	201-RD00-5455-000-IHCLVT			IRIS CATCH BASIN	63696	
		982.00	201-RD00-5455-000-IHCLVT			CATCH BASINS (2)	63999	
4	165461	\$26256.00	10/14/22	01179		0 ESRI INC.		T CLEARED
		13128.00	209-PD00-5482-000-000000			GIS SOFTWARE, LICENSES, SUPPOR	94323011	
		6564.00	210-FD00-5482-000-000000			GIS SOFTWARE, LICENSES, SUPPOR		
		6564.00	211-EM00-5482-000-000000			GIS SOFTWARE, LICENSES, SUPPOR		
4	165462	\$284.15	10/14/22	00250		0 EXTERMITAL TERMITE & PEST CONTROL		T CLEARED
		22.50	210-FD00-5506-000-000000			PEST CONTROL AUG 22	883365	
		22.50	211-EM00-5506-000-000000			PEST CONTROL AUG 22		
		15.00	210-FD00-5506-000-000000			STA 74 PEST CONTROL JUN 22	881622	
		15.00	211-EM00-5506-000-000000			STA 74 PEST CONTROL JUN 22		
		17.50	210-FD00-5506-000-000000			STA 72 PEST CONTROL SEP 22	883377	
		17.50	211-EM00-5506-000-000000			STA 72 PEST CONTROL SEP 22		
		15.00	210-FD00-5506-000-000000			STA 74 PEST CONTROL SEP 22	883344	
		15.00	211-EM00-5506-000-000000			STA 74 PEST CONTROL SEP 22		

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION		TYPE INV VEND
		15.00	210-FD00-5506-000-000000			STA 75 PEST CONTROL SEP 22	883521	
		15.00	211-EM00-5506-000-000000			STA 75 PEST CONTROL SEP 22		
		45.00	210-FD00-5506-000-000000			STA 71 PEST CONTROL SEP 22	883312	
		45.00	211-EM00-5506-000-000000			STA 71 PEST CONTROL SEP 22		
		24.15	101-PK04-5353-000-000000			KP CABIN PEST CONTROL SEP 22	883847	
4	165463	\$898.73	10/14/22	02825		0 FIRST CHOICE COFFEE SERVICES		T CLEARED
		75.64	209-DS00-5453-000-000000			COFFEE AND SUPPLIES	250020	
		75.63	210-DS00-5453-000-000000			COFFEE AND SUPPLIES		
		15.48	209-DS00-5453-000-000000			BOTTLED WATER AUG 22	250908	
		15.47	210-DS00-5483-000-000000			BOTTLED WATER AUG 22		
		203.61	101-AD00-5453-000-000000			COFFEE & SUPPLIES	254940	
		233.55	209-PD00-5319-000-000000			BOTTELESS WATER OCT-DEC 22	256527	
		204.96	209-PD00-5453-000-000000			COFFEE	254941	
		74.39	209-PD00-5454-000-000000			COFFEE SUPPLIES		
4	165464	\$69135.41	10/14/22	00273		0 FROST BROWN TODD LLC		T CLEARED
		16205.00	209-PD00-5311-000-000000			LEGAL FEES THROUGH 8/31/22	210311093A	
		16452.85	101-AD00-5311-000-000000			LEGAL FEES THROUGH 8/31/22	210310326	
		1137.50	201-RD00-5311-000-000000			LEGAL FEES THROUGH 8/31/22		
		1295.00	205-CE00-5311-000-000000			LEGAL FEES THROUGH 8/31/22		
		6841.25	209-PD00-5311-000-000000			LEGAL FEES THROUGH 8/31/22		
		26059.71	210-FD00-5311-000-000000			LEGAL FEES THROUGH 8/31/22		
		1046.60	218-0000-5311-000-000000			LEGAL FEES THROUGH 8/31/22		
		97.50	219-0000-5311-000-000000			LEGAL FEES THROUGH 8/31/22		
4	165465	\$4395.75	10/14/22	00277		0 GALLS, LLC		T CLEARED
		31.17	210-FD00-5472-000-000000			MCGINNIS CLASS B SHIRT (1)	022118997	
		31.16	211-EM00-5472-000-000000			MCGINNIS CLASS B SHIRT (1)		
		25.08	210-FD00-5472-000-000000			MCGINNIS BELT (1)	022118997-A	
		25.08	211-EM00-5472-000-000000			MCGINNIS BELT (1)		
		26.68	210-FD00-5472-000-000000			KRAEMER CLASS B PANT (1)	022083311	
		26.68	211-EM00-5472-000-000000			KRAEMER CLASS B PANT (1)		
		26.18	210-FD00-5472-000-000000			WITTE CLASS B PANT (1)	022083312	
		26.17	211-EM00-5472-000-000000			WITTE CLASS B PANT (1)		
		91.34	210-FD00-5472-000-000000			EBERHARD STATION BOOTS	022088161	
		91.33	211-EM00-5472-000-000000			EBERHARD STATION BOOTS		
		54.50	210-FD00-5472-000-000000			HANMER CLASS B PANT (2)	022088425	
		54.50	211-EM00-5472-000-000000			HANMER CLASS B PANT (2)		
		102.84	210-FD00-5472-000-000000			MAINWARING CLASS B SHIRT (3)	022112700	
		102.84	211-EM00-5472-000-000000			MAINWARING CLASS B SHIRT (3)		
		36.73	210-FD00-5472-000-000000			HESS CLASS B SHIRT (1)	022112739	
		36.73	211-EM00-5472-000-000000			HESS CLASS B SHIRT (1)		
		73.53	210-FD00-5472-000-000000			GETTER CLASS B SHIRT (2)	022112741	
		73.52	211-EM00-5472-000-000000			GETTER CLASS B SHIRT (2)		
		137.96	210-FD00-5472-000-000000			HANAUER CLASS B SHIRT(4)	022112752	
		137.96	211-EM00-5472-000-000000			HANAUER CLASS B SHIRT(4)		
		137.56	210-FD00-5472-000-000000			HARTLEY CLASS B SHIRT (4)	022112827	
		137.56	211-EM00-5472-000-000000			HARTLEY CLASS B SHIRT (4)		
		36.89	210-FD00-5472-000-000000			PRINZ CLASS B SHIRT (1)	022112836	

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION		TYPE
								INV VEND
		36.88	211-EM00-5472-000-000000			PRINZ CLASS B SHIRT (1)		
		36.37	210-FD00-5472-000-000000			HANIFEN CLASS B SHIRT (1)	022112837	
		36.37	211-EM00-5472-000-000000			HANIFEN CLASS B SHIRT (1)		
		136.91	210-FD00-5472-000-000000			TULLY CLASS B SHIRT (4)	022112844	
		136.91	211-EM00-5472-000-000000			TULLY CLASS B SHIRT (4)		
		32.24	210-FD00-5472-000-000000			BERTER CLASS B SHIRT (1)	022112972	
		32.24	211-EM00-5472-000-000000			BERTER CLASS B SHIRT (1)		
		40.00	210-FD00-5472-000-000000			FOX CLASS B PANT (1)	022113005	
		40.00	211-EM00-5472-000-000000			FOX CLASS B PANT (1)		
		36.36	210-FD00-5472-000-000000			BERTER CLASS B SHIRT (1)	022113104	
		36.37	211-EM00-5472-000-000000			BERTER CLASS B SHIRT (1)		
		16.23	210-FD00-5472-000-000000			DEBORD CLASS B BELT (1)	022116045	
		16.23	211-EM00-5472-000-000000			DEBORD CLASS B BELT (1)		
		137.96	210-FD00-5472-000-000000			HARTLEY CLASS B SHIRT (4)	022112751	
		137.96	211-EM00-5472-000-000000			HARTLY CLASS B SHIRT (4)		
		252.00	210-FD00-5472-000-000000			N. ZIMMER FIRE BOOT	021961008	
		252.00	211-EM00-5472-000-000000			N. ZIMMER FIRE BOOT		
		70.24	210-FD00-5472-000-000000			PICKERING WHITE POLOS (2)	022009074	
		70.24	211-EM00-5472-000-000000			PICKERING WHITE POLOS (2)		
		35.43	210-FD00-5472-000-000000			DEBORD CLASS A HAT	022010165	
		35.42	211-EM00-5472-000-000000			DEBORD CLASS A HAT		
		26.68	210-FD00-5472-000-000000			KRAEMER CLASS B PANTS (1)	022004227	
		26.67	211-EM00-5472-000-000000			KRAEMER CLASS B PANTS (1)		
		161.33	210-FD00-5472-000-000000			HARPER STATION BOOTS	022058701	
		161.32	211-EM00-5472-000-000000			HARPER STATION BOOTS		
		40.50	210-FD00-5472-000-000000			DEBORD CLASS A DRESS SHOE	021970345	
		40.49	211-EM00-5472-000-000000			DEBORD CLASS A DRESS SHOE		
		52.40	210-FD00-5472-000-000000			FRODGE CLASS A DRESS SHOES	021985870	
		52.40	211-EM00-5472-000-000000			FRODGE CLASS A DRESS SHOES		
		147.00	210-FD00-5472-000-000000			FRODGE CLASS A DRESS COAT	021985871	
		146.99	211-EM00-5472-000-000000			FRODGE CLASS A DRESS COAT		
		62.48	210-FD00-5472-000-000000			ANDERSON STATION BOOTS	021986065	
		62.47	211-EM00-5472-000-000000			ANDERSON STATION BOOTS		
		63.34	210-FD00-5472-000-000000			RUNYAN STATION BOOT	021986066	
		63.34	211-EM00-5472-000-000000			RUNYAN STATION BOOT		
		70.00	210-FD00-5472-000-000000			WALDROFF CLASS A PANTS (1)	021905989	
		69.99	211-EM00-5472-000-000000			WALDROFF CLASS A PANTS (1)		
4	165466	\$172.02	10/14/22	00320		0 HORTON EMERGENCY VEHICLES		T CLEARED
		74.10	211-EM00-5352-000-000000			VEH 516 LIGHTS	181055	
		41.31	211-EM00-5352-000-000000			VEH 717 STEERING SENSOR KIT	181007	
		56.61	211-EM00-5352-000-000000			VEH 717 STEERING SENSOR KIT	180804	
4	165467	\$128.13	10/14/22	02798		0 INDUSTRIAL FASTENER SUPPLY		T CLEARED
		128.13	201-RD00-5351-000-000000			TRUCK 12 HARDWARE	158676	
4	165468	\$433.66	10/14/22	02655		0 KIMBALL MIDWEST		T CLEARED
		158.14	201-RD00-5351-000-000000			SALT TRUCK DETAILING	100344615	
		275.52	201-RD00-5351-000-000000			SALT TRUCK DETAILING	100336991	

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								TYPE INV	VEND
4	165469	\$836.87 171.78 171.78 246.66 246.65	10/14/22 209-DS00-5319-000-000000 210-DS00-5319-000-000000 209-DS00-5319-000-000000 210-DS00-5319-000-000000	01462		0 LANGUAGE LINE SERVICES INTERPRETER SERVICES AUG 22 INTERPRETER SERVICES AUG 22 INTERPRETER SERVICES SEP 22 INTERPRETER SERVICES SEP 22	10644108 AUG  10644108 SEP	T	CLEARED
4	165470	\$700.98 700.98	10/14/22 209-PD00-5317-000-000000	03062		0 LEXIS NEXIS RISK DATA MANAGEMENT ONLINE CHARGE - SEP 22	1591256-20220930	T	CLEARED
4	165471	\$770.46 770.46	10/14/22 201-RD00-5455-000-IHCRCK	00416		0 MELVIN STONE DURAPATCH LIMESTONE 24.19 TONS	220737	T	CLEARED
4	165472	\$102.60 51.30 51.30	10/14/22 210-FD00-5401-000-000000 211-EM00-5401-000-000000	02441		0 MENARD, INC. FHQ FIRST ARRIVING DASHBOARD FHQ FIRST ARRIVING DASHBOARD	52826	T	CLEARED
4	165473	\$25.87 25.87	10/14/22 201-RD00-5351-000-000000	00420		0 METAL SUPERMARKETS TRUCK 12 FLAT BAR	1022402	T	CLEARED
4	165474	\$1404.00 1404.00	10/14/22 101-AD00-5353-000-000000	00447		0 MURPHY SUPPLY COMPANY ICE MELTER (2 SKIDS)	201947	T	CLEARED
4	165475	\$485.00 150.00 150.00 185.00	10/14/22 210-FD00-5324-000-000000 101-CD00-5324-000-000000 209-PD00-5324-000-000000	00456		0 NICK'S TOWING VEH 1009-2 TOW BILL FOR A FLAT VEHICLE TOW 7859 KINGSGATE WAY CASE 22-4413 2008 FORD EDGE	38301 38341 39302	T	CLEARED
4	165476	\$498998.80 441300.00 57698.80	10/14/22 219-0000-5704-000-NPOINT 219-0000-5704-000-NPOINT	03315		0 NP RINCK FARM, LLC NORTHPOINT DEVELOPMENT NORTHPOINT DEVELOPMENT	08/31/22	T	CLEARED
4	165477	\$640.70 10.00- 105.00- 191.76 29.12 7.54 35.26 23.91 119.40 38.06 102.97 72.18 17.09 118.41	10/14/22 101-PK00-5356-000-000000 209-PD00-5351-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 210-FD00-5352-000-000000 210-FD00-5352-000-000000 211-EM00-5352-000-000000 201-RD00-5351-000-000000 201-RD00-5356-000-000000 201-RD00-5351-000-000000 205-CE00-5351-000-000000 209-PD00-5351-000-000000 209-PD00-5351-000-000000	03478		0 O'REILLY AUTO ENTERPRISES LLC CREDITS INV 1738-177095 CREDITS INV 1738-185934 TUBE GREASE TRUCK U18 TAIL LAMP ASSEMBLY VEH 1118 HYRAULIC FILTER VEH 311 FUEL FILTER VEH 319 URETHANE OIL FILTERS (10) TENNANT SWEEPER 7400 FILTER TRUCK U24 EXTRACTORS TRUCK U28 WIPERS UNIT 1028 WASHER PUMP UNIT 1822 REAR BRAKE KIT	1738-177289 1738-186065 1738-191459 1738-190101 1738-192626 1738-188234 5638-247759 1738-194317 1738-194328 1738-194500 1738-195339 1738-197061 1738-194318	T	CLEARED
4	165478	\$6487.75 158.25 158.25 99.38	10/14/22 210-FD00-5354-000-000000 211-EM00-5354-000-000000 210-FD00-5354-000-000000	00475		0 OVERHEAD DOOR OF CINCINNATI INC. STA 72 GARAGE DOOR REPAIR STA 72 GARAGE DOOR REPAIR STA 72 GARAGE DOOR REPAIR	925972 925973	T	CLEARED



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		99.37	211-EM00-5354-000-000000			STA 72 GARAGE DOOR REPAIR		
		2986.25	210-FD00-5354-000-000000			STA 72 GARAGE DOOR REPAIR	927426	
		2986.25	211-EM00-5354-000-000000			STA 72 GARAGE DOOR REPAIR		
4	165479	\$1000.00	10/14/22	03853		0 QUADIENET FINANCE USA INC		T CLEARED
		1000.00	101-AD00-5373-000-000000			POSTAGE 9/20/22	09/26/22	
4	165480	\$898.94	10/14/22	03265		0 MULTI SERVICE TECHNOLOGY SOLUTIONS, INC.		T CLEARED
		223.98	201-RD85-5472-000-000000			PYLE SAFETY SHOES RD	557-1-92476	
		225.00	201-RD85-5472-000-000000			SAMS SAFETY BOOTS RD	557-1-92227	
		225.00	101-SV85-5472-000-000000			BRANDNER SAFETY SHOES CS	557-1-92482	
		224.96	201-RD85-5472-000-000000			RIGSBY SAFETY BOOTS RD	557-1-92621	
4	165481	\$1242.35	10/14/22	00505		0 RUMPKE OF OHIO INC.		T CLEARED
		862.29	201-RD00-5506-000-000000			DISPOSE STREET SWEEP 38.14 TON	0082224	
		34.42	210-FD00-5506-000-000000			STA 74 TRASH REMOVAL SEP 22	0324928	
		34.41	211-EM00-5506-000-000000			STA 74 TRASH REMOVAL SEP 22		
		30.09	210-FD00-5506-000-000000			STA 73 TRASH REMOVAL SEP 22	0230966	
		30.09	211-EM00-5506-000-000000			STA 73 TRASH REMOVAL SEP 22		
		31.19	210-FD00-5506-000-000000			STA 72 TRASH REMOVAL SEP 22	0350434	
		31.19	211-EM00-5506-000-000000			STA 72 TRASH REMOVAL SEP 22		
		34.18	210-FD00-5506-000-000000			STA 75 TRASH REMOVAL SEP 22	0322713	
		34.49	211-EM00-5506-000-000000			STA 75 TRASH REMOVAL SEP 22		
		120.00	101-PK00-5455-000-000000			40 YD ROLL OFF RENTAL SEP 22	3763794	
4	165482	\$225.00	10/14/22	00508		0 SAFETY SHOE DISTRIBUTORS OF OKI INC		T CLEARED
		225.00	101-PK85-5472-000-000000			ADKINS SAFETY BOOTS PK	I200-21055623	
4	165483	\$267.75	10/14/22	00512		0 SCOTT'S AWARD & SPECIALTY SHOP		T CLEARED
		42.00	210-FD00-5605-000-000000			CHERRY WOOD CUSTOM PLAQUES	632950	
		42.00	211-EM00-5605-000-000000			CHERRY WOOD CUSTOM PLAQUES		
		91.88	210-FD00-5604-000-000000			AWARD PLAQUES CHERRY WOOD (5)	632950-A	
		91.87	211-EM00-5604-000-000000			AWARD PLAQUES CHERRY WOOD (5)		
4	165484	\$185.00	10/14/22	02453		0 SORA'S TOWING INC.		T CLEARED
		185.00	209-PD00-5324-000-000000			CASE 22-4471 2008 TOYOTA RAV4	341544	
4	165485	\$1559.00	10/14/22	03228		0 SMYRNA READY MIX CONCRETE		T CLEARED
		507.00	201-RD00-5455-000-IHPAVE			7709 WALNUT CREEK CT-3YD CONCR	1020293951	
		411.00	201-RD00-5455-000-IHPAVE			7709 WALNUT CREEK CT-3YD FLASH	1020293949	
		641.00	201-RD00-5455-000-IHCLVT			4467 TYLER TERRACE PEA GRAVEL	1020292045	
4	165486	\$560.13	10/14/22	00761		0 STAPLES INC		T CLEARED
		87.07	201-RD00-5451-000-000000			OFFICE SUPPLIES	3518636872	
		74.13	209-DS00-5451-000-000000			PENS, COPY PAPER	3517226898	
		74.13	210-DS00-5451-000-000000			PENS, COPY PAPER		
		152.41	101-AD00-5451-000-000000			OFFICE SUPPLIES	3518136199	
		40.29	209-PD00-5451-000-000000			PACKING TAPE	3518136242	
		40.88	209-PD00-5451-000-000000			CRS FAX TONER	3518136243	
		91.22	209-PD00-5451-000-000000			OFFICE SUPPLIES	3518136244	

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BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS TYPE INV VEND
4	165487	\$616.39 308.19 308.20	10/14/22	00536		0 SUPERIOR IMPLEMENT SUPPLY CO UCB G10 MOWER SEAL GUARD/BOLTS UCB GRASSHOPPER 8 MOWER PARTS	710897 710669	T CLEARED
4	165488	\$16100.00 16100.00	10/14/22	03219		0 TRI-STATE PUBLIC SAFETY CIP 1539 EQUIP 2023 SILVERADO	2771	T CLEARED
4	165489	\$396.40 396.40	10/14/22	03385		0 TRIAD TECHNOLOGIES, LLC. TENNANT SWEEPER PARTS	61605246	T CLEARED
4	165490	\$301.28 301.28	10/14/22	02618		0 UC HEALTH PHARMACY ORDER MAY 22	200556	T CLEARED
4	165491	\$577.04 231.14 195.75 150.15	10/14/22	00573		0 VALLEY ASPHALT CORPORATION 448 ASPHALT 2.54 TON COLD MIX ASPHALT 1.35 TONS 448 ASPHALT 1.51 TON	84771 82280 85302	T CLEARED
4	165492	\$8524.22 214.13 214.14 1234.07 6861.88	10/14/22	00583		0 VOGELPOHL FIRE EQUIPMENT, INC. FENECH STATION BOOTS FENECH STATION BOOTS ALL MEDIC VEH INITIAL RAPID ELKHART BRASS STANDPIPE KIT	4005246 4005382 4005381	T CLEARED
4	165493	\$133.45 40.69 92.76	10/14/22	01387		0 WHITE CAP LP GUARDIAN FALL LANYARD WHITE MARKING PAINT (12)	10016807947 10016848041	T CLEARED
4	165494	\$4196.25 1575.00 2621.25	10/14/22	03802		0 XPEX LLC CONTRACT PLAN REVIEW ASSIST CONTRACT PLAN REVIEW ASSISTANC	AUGUST 2022 SEPTEMBER	T CLEARED
4	165495	\$463.86 51.54 12.87 12.89 12.89 322.13 25.77 25.77	10/20/22	02422		0 AFSCME OHIO COUNCIL 8, LOCAL UNION DUES 10/21/22 PAYROLL UNION DUES 10/21/22 PAYROLL UNION DUES 10/21/22 PAYROLL UNION DUES 10/21/22 PAYROLL UNION DUES 10/21/22 PAYROLL UNION DUES 10/21/22 PAYROLL UNION DUES 10/21/22 PAYROLL	3975 10/21/22 DUES	T CLEARED
4	165496	\$1917.50 1917.50	10/20/22	00754		0 F.O.P. LODGE #186 FOP LODGE 186 DUES 10/21/22	FOP 186 10/21/22	T CLEARED
4	165497	\$4380.80 614.82 1729.42 1568.63 183.75	10/20/22	02852		0 PRINCIPAL FINANCIAL GROUP VOL LIFE INS NOV 22 VOL LIFE INS NOV 22 VOL LIFE INS NOV 22 VOL LIFE INS NOV 22	1040669 NOV 2022	T CLEARED

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 10/14/22 - 10/20/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
		96.18	204-0000-2222-000-000000			VOL LIFE INS NOV 22			
		188.00	207-0000-2222-000-000000			VOL LIFE INS NOV 22			
4	165498	\$1955.00	10/20/22	03479		0 PRUDENTIAL RETIREMENT INSURANCE & ANNUITY CO		T	CLEARED
		1955.00	210-0000-2252-000-000000			GROUP ANNUITY 10/21/22 PAYROLL	003518 10/21/22		
4	99220128	\$12.29	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		12.29	101-PK10-5603-000-NTRBSK			NATURE BASKET CRAFT SUPPLIES	WALMART 9/13/22		
4	99220129	\$42.18	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		42.18	201-RD00-5453-000-000000			CONF SEP 22 RIGSBY/WOODRUM/GLE	PENN 9/1/22		
4	99220130	\$700.00	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		700.00	210-FD00-5341-000-000000			TODD FIRE OFSI TRNG OCT 22	GREATOAKES 9/22		
4	99220131	\$402.81	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		402.81	210-FD00-5341-000-000000			TODD OFSI TRNG MATERIALS	FIREEMS 9/22/22		
4	99220132	\$89.00	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		44.50	209-DS00-5322-000-000000			GIS APP DRUG TEST SEP 22	HEALTH 9/7/22		
		44.50	210-DS00-5322-000-000000			GIS APP DRUG TEST SEP 22			
4	99220133	\$209.00	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		209.00	209-PD00-5483-000-000000			DIRIGO SOFTWARE RECONSTRUCT	PAYPAL 8/30/22		
4	99220134	\$710.40	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		710.40	209-PD00-5341-000-000000			CIS/DUNLEVY NCJTC ACADEMY	BESTWEST 9/11/22		
4	99220135	\$675.00	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		675.00	209-PD00-5341-000-000000			UPS/LOVELL PIX4D SEP 22	2COMPIX 9/14/22		
4	99220136	\$675.00	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		675.00	209-PD00-5341-000-000000			UPS/LOVELL PIX4D OCT 22	2COMPIX4D 9/14/22		
4	99220137	\$33.97	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		33.97	201-RD00-5351-000-000000			TRUCK 12 STRAPS/PINS	HARBOR 9/13/22		
4	99220138	\$100.00	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		100.00	201-RD00-5341-000-000000			RIGSBY/OWENS HAMILTON CTY STOR	PAYPAL 9/15/22		
4	99220139	\$50.46	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		50.46	201-RD00-5351-000-000000			TRUCK DETAILING SUPPLIES	HARBOR 9/19/22		
4	99220140	\$.15CR	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		0.15-	201-RD00-5351-000-000000			CREDIT INV HARBOR 9/19/22	HARBORCREDIT 9/20		
4	99220141	\$68.28	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		68.28	209-PD00-5341-000-000000			ARM/SCRIMIZZI/LUENSMAN FUEL	CHESTERVL 9/1/22		
4	99220142	\$685.40	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 10/14/22 - 10/20/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
		342.70	211-EM00-5341-000-000000			FOX HEAVY RESCUE TRNG SEP 22	MARRIOTTSYR 9/24		
		342.70	210-FD00-5341-000-000000			FOX HEAVY RESCUE TRNG SEP 22			
4	99220143	\$309.52	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		309.52	209-PD00-5341-000-000000			ARM/SCRIMIZZI/LUENSMAN TRNG	HAMPTON 9/2/22		
4	99220144	\$149.22	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		149.22	101-AD00-5341-000-000000			STRATEGIC PLAN MTG MEAL AUG 22	PANERA 8/31/22		
4	99220145	\$151.42	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		151.42	101-AD00-5341-000-000000			STRATEGIC PLAN MTG MEAL AUG 22	PANERA 9/1/22		
4	99220146	\$269.22	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		269.22	101-AD00-5341-000-000000			STRATEGIC PLAN MTG MEAL AUG 22	CHICKFILA 8/31/22		
4	99220147	\$807.50	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		807.50	101-AD00-5341-000-000000			IWU STRATEGIC PLAN MTG VENUE	WPYINDIANA 9/9/22		
4	99220148	\$1023.75	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		796.00	101-AD00-5341-000-000000			BROWN ICMA CONF SEP 22	HYATT 9/21/22		
		152.00	101-AD00-5341-000-000000			BROWN ICMA CONF SEP 22			
		75.75	101-AD00-5341-000-000000			BROWN ICMA CONF SEP 22			
4	99220149	\$132.40	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		132.40	101-AD00-5453-000-000000			MONTHLY DIR MTG SEP 22	LAROSAS 9/15/22		
4	99220150	\$38.79	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		38.79	101-AD00-5453-000-000000			AGENDA TRNG WRK LUNCH WHIT/CLI	JIMMY 9/21/22		
4	99220151	\$238.84	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		238.84	101-AD00-5453-000-000000			FOP UNION NEG LUNCH SEP 22	APPLESPICE 9/22		
4	99220152	\$3.00	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		1.50	210-FD00-5605-000-000000			PRINZ SERB MTG PARKING AUG 22	STATEHOUSE 8/30		
		1.50	211-EM00-5605-000-000000			PRINZ SERB MTG PARKING AUG 22			
4	99220153	\$77.00	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		38.50	210-FD00-5605-000-000000			PRINZ FRI CONF AUG 22	CINTI 8/29/22		
		38.50	211-EM00-5605-000-000000			PRINZ FRI CONF AUG 22			
4	99220154	\$64.07	10/14/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		64.07	209-PD00-5341-000-000000			MCCALLA BPS FUEL SEP 22	GETGO 9/28/22		
4	99220155	\$40.12	10/17/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		40.12	101-AD00-5453-000-000000			DINNER PARLAY STRATEGIC PLAN	AGAVE 8/31/22		
4	99220156	\$60.00	10/17/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED
		60.00	101-AD00-5453-000-000000			WCTV ANNOUNCER MTG BURKS	ELRANCHO 9/7/22		
4	99220157	\$42.46	10/17/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		W	CLEARED

WEST CHESTER TOWNSHIP  
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 DATE RANGE: 10/14/22 - 10/20/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
		42.46	101-AD00-5453-000-000000			BUDGET/TWP BUSINESS BURKS/JONE	ANOTHERBRO 9/9/22		
4	99220158	\$37.70 37.70	10/17/22 101-AD00-5453-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT BURKS/WONG LUNCH SEP 22	CARD SAIGON 9/13/22	W	CLEARED
4	99220159	\$64.00 23.88 40.12	10/17/22 101-AD00-5453-000-000000 101-AD00-5608-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT LUNCH BURKS/BROWN TWP ISSUES LUNCH BURKS/BROWN TWP ISSUES	CARD ALADDIN 9/16/22	W	CLEARED
4	99220160	\$4.30 4.30	10/17/22 101-AD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT BURKS SODA ICMA CONF SEP 22	CARD HYATT 9/17/22	W	CLEARED
4	99220161	\$26.00 26.00	10/17/22 101-AD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT BURKS DINNER ICMA CONF SEP 22	CARD AGAVE 9/17/22	W	CLEARED
4	99220162	\$23.00 4.30 18.70	10/17/22 101-AD00-5341-000-000000 101-AD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT BURKS ICMA LUNCH CONF SEP 22 BURKS LUNCH ICMA CONF SEP 22	CARD BARLEYS 9/18/22	W	CLEARED
4	99220163	\$1460.00 1295.00 165.00	10/17/22 101-AD00-5341-000-000000 101-AD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT BURKS ICMA CONF SEP 22 BURKS ICMA CONF SEP 22	CARD HAMPTON 9/21/22	W	CLEARED
4	99220164	\$35.00 35.00	10/18/22 210-FD00-5401-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT STA 72 LITTLE GIANTS FEET (4)	CARD LITTLEGIANT 9/9	W	CLEARED
4	99220165	\$60.00 30.00 30.00	10/18/22 210-FD00-5317-000-000000 211-EM00-5317-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT TWP COSTCO MEMBERSHIP SEP 22 TWP COSTCO MEMBERSHIP SEP 22	CARD COSTCO 9/15/22	W	CLEARED
4	99220166	\$101.31 50.66 50.65	10/18/22 211-EM00-5604-000-000000 210-FD00-5604-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT WALMART AWARDS BANQUET SEP 22 WALMART AWARDS BANQUET SEP 22	CARD WALMART 9/15/22	W	CLEARED
4	99220167	\$91.08 45.53 45.55	10/18/22 211-EM00-5604-000-000000 210-FD00-5604-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT WALMART AWARDS BANQUET SEP 22 WALMART AWARDS BANQUET SEP 22	CARD WMSUPER 9/16/22	W	CLEARED
4	99220168	\$35.28 17.64 17.64	10/18/22 210-FD00-5604-000-000000 211-EM00-5604-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT AWARDS BANQUET SEP 22 AWARDS BANQUET SEP 22	CARD HOBBY 9/15/22	W	CLEARED
4	99220169	\$17.33 8.66 8.67	10/18/22 211-EM00-5604-000-000000 210-FD00-5604-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT AWARDS BANQUET SEP 22 AWARDS BANQUET SEP 22	CARD KROGER 9/15/22	W	CLEARED
4	99220170	\$696.27 348.14 348.13	10/18/22 211-EM00-5604-000-000000 210-FD00-5604-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT AWARDS BANQUET SEP 22 AWARDS BANQUET SEP 22	CARD KROGER 9/13/22	W	CLEARED

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 10/14/22 - 10/20/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
4	99220171	\$28.15 14.08 14.07	10/18/22 210-FD00-5453-000-000000 211-EM00-5453-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD HIGH RISE TRNG DONUTS SEP 22 HIGH RISE TRNG DONUTS SEP 22	STAN 9/22/22	W	CLEARED
4	99220172	\$95.00 47.50 47.50	10/18/22 210-FD00-5341-000-000000 211-EM00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD NEWLIN GCRAFIS CONF SEP 22 NEWLIN GCRAFIS CONF SEP 22	PAYPAL 9/28/22	W	CLEARED
4	99220173	\$450.00 450.00	10/18/22 210-FD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD JEFFERS FIRE CONF JAN 23	WPYCOUNTY 9/18/22	W	CLEARED
4	99220174	\$450.00 450.00	10/18/22 210-FD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD FRODGE FIRE CONF JAN 23	WPYCOUNTY09/18/22	W	CLEARED
4	99220175	\$371.02 371.02	10/18/22 207-TV00-5506-000-000000	03159		0 CHARTER COMMUNICATIONS PI DATA 10/8/22 - 11/7/22	0198858100822	W	CLEARED
4	99220176	\$211.64 105.82 105.82	10/18/22 210-FD00-5604-000-000000 211-EM00-5604-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD COSTCO AWARDS BANQUET SEP 22 COSTCO AWARDS BANQUET SEP 22	COSTCO 9/15/22	W	CLEARED
4	99220177	\$44.66 44.66	10/19/22 203-RD00-5506-000-000000	03159		0 CHARTER COMMUNICATIONS RD CABLE 9/30/22-10/29/22	0227194 9/30/22	W	CLEARED
4	99220178	\$15.00 15.00	10/19/22 207-TV00-5372-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD FACEBOOK ADV 8/25-8/30/22	FACEBK 8/30/22	W	CLEARED
4	99220179	\$15.00 15.00	10/19/22 207-TV00-5372-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD FACEBOOK ADV 8/29-9/4/22	FACEBK 9/5/22	W	CLEARED
4	99220180	\$25.00 25.00	10/19/22 207-TV00-5372-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD FACEBOOK ADV 9/4-9/13/22	FACEBK 9/13/22	W	CLEARED
4	99220181	\$9.84 9.84	10/19/22 207-TV00-5372-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD FACEBOOK ADV 9/13-9/14/22	FACEBK 9/16/22	W	CLEARED
4	99220182	\$1000.00 1000.00	10/19/22 207-TV00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD JUNIOR ACHIEVEMENT BOOTH 2022	QGVJUNIOR 9/27	W	CLEARED
4	99220183	\$24.33 24.33	10/19/22 207-TV00-5373-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD UPS SHIPPING TRIPOD HEAD	UPS 9/7/22	W	CLEARED
TOTAL # OF ISSUED CHECKS:				55	TOTAL AMOUNT:		166,237.96		
TOTAL # OF WIRES:				56	TOTAL AMOUNT:		13,251.86		
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:				0	TOTAL AMOUNT:		0.00		
TOTAL # OF ACH CHECKS:				61	TOTAL AMOUNT:		737,344.01		

WEST CHESTER TOWNSHIP  
CHECK REGISTER  
DATE RANGE: 10/14/22 - 10/20/22

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	INVOICE #	CHECK
WO #		AMOUNT	G/L ACCT #			DESCRIPTION		STATUS
								INV VEND
-----								
TOTAL # OF UNISSUED CHECKS:				0				

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FUND TOTALS

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FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
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101	GENERAL	70,294.30	0.00
201	TOWNSHIP MOTOR VEHICLE TAX	28,712.63	0.00
203	GASOLINE TAX	717.65	0.00
204	ROAD & BRIDGE	2,681.79	0.00
205	CEMETERY	3,533.42	0.00
207	MULTI-MEDIA & MARKETING	7,218.61	0.00
209	POLICE LEVY	123,691.69	0.00
210	FIRE LEVY	104,798.80	0.00
211	EMS	33,516.99	0.00
217	CBD TIF SERVICE PAYMENTS	425.85	0.00
218	UCB TIF SERVICE PAYMENTS	4,453.40	0.00
219	747 TIF SERVICE PAYMENTS	505,484.05	0.00
270	ASSET FORFEITURE	24,715.00	0.00
507	LIGHTING DISTRICT ASSESSMENTS	5,575.68	0.00
508	UCB LANDSCAPE DISTRICT	1,013.97	0.00
		=====	=====
	TOTAL -	916,833.83	0.00



REPORT PARAMETERS

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ORGANIZATION : 001  
BANK : 4  
PRINT BY : CHECK DATE  
SORT OPTION : CHECK #  
PRINT DETAILS : Y  
BEGINNING CHECK DATE : 10/21/22  
ENDING CHECK DATE : 10/27/22  
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 10/21/22 - 10/27/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
4	82444	\$343.76 343.76	10/24/22 210-0000-2225-000-000000	02469		0 AFLAC GROUP INSURANCE GROUP 9325 10/01/22-10/31/22	A188643600	S	OUTSTANDING
4	82445	\$568.64 171.15 171.15 98.27 128.07	10/24/22 209-PD00-5501-000-000000 210-FD00-5501-000-000000 210-FD00-5501-000-000000 101-AD00-5501-000-ACTCTR	00615		4 ALTAFIBER 755-3764 10/20/22-11/19/22 755-3764 10/20/22-11/19/22 755-7700 10/20/22-11/19/22 755-3148 10/20/22-11/19/22	755-3764 NOV 22 755-7700 NOV 22 755-3148 NOV 22	S	OUTSTANDING
4	82446	\$162811.21 57866.30 104944.91	10/24/22 216-0000-5601-000-000000 215-0000-5601-000-000000	00087		13 BUTLER COUNTY T.I.D. LIBERTY INTERCHANGE SHARE-2022 LIBERTY INTERCHANGE SHARE-2022	2022-1	S	OUTSTANDING
4	82447	\$2374.63 22.80 61.92 3.73 8.95 38.18 12.73 4.98 17.43 17.43 185.91 79.63 52.14 34.76 382.32 1268.62 183.10	10/24/22 101-AD00-5503-000-ACTCTR 101-AD00-5503-000-000000 101-SV00-5503-000-000000 207-TV00-5503-000-000000 101-AD00-5503-000-000000 205-CE00-5503-000-000000 207-TV00-5503-000-000000 209-DS00-5503-000-000000 210-DS00-5503-000-000000 210-FD00-5503-000-000000 210-FD00-5503-000-000000 101-AD00-5503-000-000000 101-CD00-5503-000-000000 203-RD00-5503-000-000000 209-PD00-5503-000-000000 210-FD00-5503-000-000000	00087		5 BUTLER COUNTY WATER & SEWER DEPARTMENT 7900 COX ROAD 09/06/22-10/05/22 9113 CIN-DAY 09/07/22-10/06/22 9113 CIN-DAY 09/07/22-10/06/22 9113 CIN-DAY 09/07/22-10/06/22 9119 CIN-DAY 09/07/22-10/06/22 9119 CIN-DAY 09/07/22-10/06/22 9119 CIN-DAY 09/07/22-10/06/22 9119 CIN-DAY 09/07/22-10/06/22 9119 CIN-DAY 09/07/22-10/06/22 9119 CIN-DAY 09/07/22-10/06/22 9119 CIN-DAY 09/07/22-10/06/22 4850 DUFF DR 09/12/22-10/11/22 9577 BECKETT 09/12/22-10/11/22 9577 BECKETT 09/12/22-10/11/22 203-RD00-5503-000-000000 9577 BECKETT 09/12/22-10/11/22 8551 BECKETT 09/13/22-10/12/22	2000153 OCT 22 2000563 OCT 22 2000564 OCT 22 2014474 OCT 22 2027757 OCT 22 2027759 OCT 22	S	OUTSTANDING
4	82448	\$230500.76 86993.60 30862.23 3148.22 104475.87 2994.82 2026.02	10/24/22 219-0000-5607-000-000000 217-0000-5607-000-000000 216-0000-5607-000-000000 215-0000-5607-000-000000 214-0000-5607-000-000000 213-0000-5607-000-000000	00094		1 BUTLER TECH & CAREER DEV SCHOOLS TIF REIMB 2ND HALF TY 2021 TIF REIMB 2ND HALF TY 2021 TIF REIMB 2ND HALF TY 2021 TIF REIMB 2ND HALF TY 2021 TIF REIMB 2ND HALF TY 2021 TIF REIMB 2ND HALF TY 2021	10/17/22	S	OUTSTANDING
4	82449	\$36.35 34.60 1.75	10/24/22 101-HR00-5604-000-000000 101-AD00-5608-000-000000	AD000		18 KELLIE BYRD SUPERVISOR MENTAL HEALTH SUPERVISOR MENTAL HEALTH	BYRD 10/19/22 BYRD 10/19/22 A	S	CLEARED
4	82450	\$62.81 49.29 13.52	10/24/22 507-LT28-5504-000-000000 507-LT28-5504-000-000000	00641		1 DUKE ENERGY CIVIC CENTRE EX LTG DIST CIVIC CENTRE EX LTG DIST	910117891837NOV22 910117892549NOV22	S	OUTSTANDING
4	82451	\$13808.89 988.19 17.45	10/24/22 210-FD00-5504-000-000000 101-PK04-5504-000-000000	01334		0 DUKE ENERGY 7588 TYLERS 09/14/22-10/12/22 7211 BARRETT 09/15/22-10/13/22	910117632260OCT22 910117893186OCT22	S	OUTSTANDING

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 10/21/22 - 10/27/22

BANK	CHECK #	CHECK AMT	CHECK DATE	VENDOR #	ADDRS #	VENDOR NAME	INVOICE #	TYPE	CHECK STATUS
WO #		AMOUNT	G/L ACCT #			DESCRIPTION		INV VEND	
		18.39	101-PK04-5504-000-000000		7411	BARRETT 09/15/22-10/13/22	910118689401	OCT22	
		892.10	210-FD00-5504-000-000000		4850	DUFF DR 09/15/22-10/13/22	910119040434	OCT22	
		1053.18	210-FD00-5504-000-000000		8551	BECKETT 09/17/22-10/17/22	910117632301	OCT22	
		2253.62	101-AD00-5504-000-000000		9113	CIN-DAY 09/16/22-10/14/22	910117891655	OCT22	
		135.76	101-SV00-5504-000-000000		9113	CIN-DAY 09/16/22-10/14/22			
		325.83	207-TV00-5504-000-000000		9113	CIN-DAY 09/16/22-10/14/22			
		146.46	101-PK03-5504-000-000000		8545	BECKETT 09/17/22-10/17/22	910117892010	OCT22	
		78.87	101-AD00-5504-000-000000		6458	ALLEN 09/20/22-10/18/22	910117892440	OCT22	
		29.50	101-PK03-5504-000-000000		8564	BECKETT 09/17/22-10/17/22	910117892599	OCT22	
		127.35	101-PK04-5504-000-000000		7211	BARRETT 09/15/22-10/13/22	910117892680	OCT22	
		406.82	101-PK13-5504-000-000000		8650	UCB 09/20/22-10/18/22	910117893144	OCT22	
		23.38	101-LT00-5504-000-000000			LAKOTA WEST 09/20/22-10/18/22	910117893417	OCT22	
		372.47	101-AD00-5504-000-ACTCTR		7900	COX RD 09/15/22-10/13/22	910118287374	OCT22	
		1262.93	101-PK12-5504-000-000000		9285	CNTR PT 09/20/22-10/18/22	910119395751	OCT22	
		1063.09	210-FD00-5504-000-000000		7715	JOHN RD 09/16/22-10/14/22	910119396140	OCT22	
		107.11	205-CE00-5504-000-000000		6447	W CHSTR 09/20/22-10/18/22	910119396190	OCT22	
		14.32	205-CE00-5504-000-000000		6425	W CHSTR 09/20/22-10/18/22	910119661924	OCT22	
		870.76	101-AD00-5504-000-000000		9121	CIN-DAY 09/20/22-10/18/22	910117893003	OCT22	
		124.39	207-TV00-5504-000-000000		9121	CIN-DAY 09/20/22-10/18/22			
		390.95	209-DS00-5504-000-000000		9121	CIN-DAY 09/20/22-10/18/22			
		390.96	210-DS00-5504-000-000000		9121	CIN-DAY 09/20/22-10/18/22			
		144.73	101-AD00-5504-000-000000		9119	CIN-DAY 09/20/22-10/18/22	910119396231	OCT22	
		48.24	205-CE00-5504-000-000000		9119	CIN-DAY 09/20/22-10/18/22			
		18.88	207-TV00-5504-000-000000		9119	CIN-DAY 09/20/22-10/18/22			
		66.07	209-DS00-5504-000-000000		9119	CIN-DAY 09/20/22-10/18/22			
		66.07	210-DS00-5504-000-000000		9119	CIN-DAY 09/20/22-10/18/22			
		704.79	210-FD00-5504-000-000000		9119	CIN-DAY 09/20/22-10/18/22			
		1666.23	210-FD00-5504-000-000000		9119	CIN-DAY 09/20/22-10/18/22			
4	82452	\$71.38	10/24/22 PD000		107	TRAVIS OAKES			S OUTSTANDING
		71.38	209-PD00-5341-000-000000			MANAGING TODAY'S K9 UNIT	OAKES 10/9/22		
4	82453	\$307.74	10/24/22 PD000		117	ADAM ROTH			S OUTSTANDING
		307.74	209-PD00-5341-000-000000			NAPCH CERTIFICATION/SEMINAR	ROTH 10/11/22		
4	165499	\$4893901.25	10/25/22 00381		0	LAKOTA LOCAL SCHOOL DISTRICT			T CLEARED
		1847013.54	219-0000-5607-000-000000			TIF REIMB 2ND HALF TY 2021	1372		
		655254.58	217-0000-5607-000-000000			TIF REIMB 2ND HALF TY 2021			
		66842.44	216-0000-5607-000-000000			TIF REIMB 2ND HALF TY 2021			
		2218190.26	215-0000-5607-000-000000			TIF REIMB 2ND HALF TY 2021			
		63584.74	214-0000-5607-000-000000			TIF REIMB 2ND HALF TY 2021			
		43015.69	213-0000-5607-000-000000			TIF REIMB 2ND HALF TY 2021			
4	165500	\$269.98	10/25/22 03265		0	MULTI SERVICE TECHNOLOGY SOLUTIONS, INC.			T CLEARED
		134.99	210-FD00-5472-000-000000			LEITCH STATION BOOTS	566-1-21687		
		134.99	211-EM00-5472-000-000000			LEITCH STATION BOOTS			
4	165501	\$10091.14	10/25/22 03680		0	WEX INC			T CLEARED
		4784.51	210-FD00-5471-000-000000			FUEL USAGE 09/08/22-10/07/22	84331115		
		5306.63	211-EM00-5471-000-000000			FUEL USAGE 09/08/22-10/07/22			

WEST CHESTER TOWNSHIP  
 CHECK REGISTER  
 DATE RANGE: 10/21/22 - 10/27/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS	
4	99220188	\$78.15 39.08 39.07	10/25/22 209-DS00-5506-000-000000 210-DS00-5506-000-000000	03159		0 CHARTER COMMUNICATIONS DIGITAL ADAPT 10/14-11/13/22 DIGITAL ADAPT 10/14-11/13/22	0198833 10/14/22A	W	CLEARED	
4	99220189	\$13.76 13.76	10/24/22 210-FD00-5453-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD FEMA DEPLOY SEP 22 PICKERING	BUCEES 9/27/22	W	CLEARED	
4	99220190	\$221.84 221.84	10/24/22 209-PD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD HONOR GUARD WASHINGTON DC	RESIDENCE 9/9/22	W	CLEARED	
4	99220191	\$9.98 9.98	10/24/22 201-RD00-5401-000-000000	00319		0 HOME DEPOT SUMP AUGER TOOLBOX	5012357	W	CLEARED	
4	99220192	\$19.97 19.97	10/24/22 101-SV99-5401-000-000000	00319		0 HOME DEPOT PVC HAND SAW	5020313	W	CLEARED	
4	99220193	\$33.17 33.17	10/24/22 101-PK04-5353-000-000000	00319		0 HOME DEPOT KPW OUTLET REPAIR SUPPLIES	8013374	W	CLEARED	
4	99220194	\$78.28 78.28	10/24/22 201-RD00-5401-000-000000	00319		0 HOME DEPOT GARBAGE PICKERS (4)	1014467	W	CLEARED	
4	99220195	\$258.28 258.28	10/24/22 205-CE00-5455-000-000000	00319		0 HOME DEPOT PORTLAND CEMENT (15)	6015043	W	CLEARED	
4	99220196	\$19.74 19.74	10/24/22 101-SV99-5455-000-000000	00319		0 HOME DEPOT ECLECTRICAL TAPE/CABLE TIES	6015090	W	CLEARED	
4	99220200	\$50.00 50.00	10/25/22 209-PD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD CIS/DUNLEVY FUEL SEP 22	SUNOCO 9/11/22	W	CLEARED	
4	99220201	\$32.80 32.80	10/25/22 209-PD00-5341-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD CIS/DUNLEVY FUEL SEP 22	MARATHON 9/16/22	W	CLEARED	
4	99220202	\$58.17 58.17	10/25/22 210-FD00-5453-000-000000	02837		0 FIRST FINANCIAL BANK CREDIT CARD FEMA DEPLOYMENT FOOD SEP 22	PUBLIX 9/28/22	W	CLEARED	
TOTAL # OF ISSUED CHECKS:			10	TOTAL AMOUNT:			410,886.17			
TOTAL # OF WIRES:			12	TOTAL AMOUNT:			874.14			
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:			0	TOTAL AMOUNT:			0.00			
TOTAL # OF ACH CHECKS:			3	TOTAL AMOUNT:			4,904,262.37			
TOTAL # OF UNISSUED CHECKS:			0							

FUND TOTALS  
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FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
101	GENERAL	6,339.32	0.00
201	TOWNSHIP MOTOR VEHICLE TAX	88.26	0.00
203	GASOLINE TAX	382.32	0.00
205	CEMETERY	440.68	0.00
207	MULTI-MEDIA & MARKETING	483.03	0.00
209	POLICE LEVY	2,637.06	0.00
210	FIRE LEVY	12,934.36	0.00
211	EMS	5,441.62	0.00
213	CINCINNATI COLUMBUS TIF	45,041.71	0.00
214	TYLERS PLACE TIF SERVICE	66,579.56	0.00
215	CIN-DAY TIF SERVICE PAYMENTS	2,427,611.04	0.00
216	TYLERSVILLE TIF SERVICE PAYMEN	127,856.96	0.00
217	CBD TIF SERVICE PAYMENTS	686,116.81	0.00
219	747 TIF SERVICE PAYMENTS	1,934,007.14	0.00
507	LIGHTING DISTRICT ASSESSMENTS	62.81	0.00
		=====	=====
	TOTAL -	5,316,022.68	0.00

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Requisition Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Ohio Township Association Risk Management Authority (OTARMA) - \$340,590.00.00 - Purchase liability and property insurance coverage

<b>Background:</b>												
<p>The Township first joined the Ohio Township Association Risk Management Authority (OTARMA) by contract in 1990. Throughout the years, through a process with Township representatives and insurance agents, the Township validated property values and liabilities to ensure it is adequately covered and represented in its insurance liability needs.</p> <p>Generally, the cost for Township liability fluctuates with increasing assets of real property, facilities, and equipment and expanding services and operations. The Township’s premium for this renewal year with a CDL test credit is \$340,590.00. Again this year, the Township will enjoy a disbursement from the OTARMA reserve fund in the amount of \$13,215.53, reimbursable after initial payment. After all is reconciled, total cost to the Township will be \$327,374.50.</p> <p>Below is a table showing a three year comparison.</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Total Cost</th> <th>(Total after credits and distributions)</th> </tr> </thead> <tbody> <tr> <td>2020-2021</td> <td>\$309,726.00</td> <td>\$288,146.36</td> </tr> <tr> <td>2021-2022</td> <td>\$325,386.00</td> <td>\$304,162.07</td> </tr> <tr> <td>2022-2023</td> <td>\$340,590.00</td> <td>\$327,374.50</td> </tr> </tbody> </table>	Year	Total Cost	(Total after credits and distributions)	2020-2021	\$309,726.00	\$288,146.36	2021-2022	\$325,386.00	\$304,162.07	2022-2023	\$340,590.00	\$327,374.50
Year	Total Cost	(Total after credits and distributions)										
2020-2021	\$309,726.00	\$288,146.36										
2021-2022	\$325,386.00	\$304,162.07										
2022-2023	\$340,590.00	\$327,374.50										

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222809	<b>Total Encumbrance:</b>	\$ 340,590.00

*West Chester Township, Butler County*

2022-2023 CONTRIBUTION BREAKDOWN

***Legal Liability***

Administration	\$ 22,575
Fire	12,448
Road	4,631
Parks	506
Cemetery	4,141
<b><i>Total</i></b>	<b><i>\$44,301</i></b>

***Law Enforcement Operations*** ***\$27,781***

***Wrongful Acts Coverage*** ***\$19,050***

***Automobile Liability***

Administration	\$682
Cemetery	111
Community Development	111
Fire	3,639
Parks	414
PIE	111
Police	11,915
Road	8,237
Senior Van	111
Services	525
Transit	238
UCB	207
WCCTV	127
<i>Rounding Difference</i>	64
CDL Credit	(500)
<b><i>Total</i></b>	<b><i>\$25,992</i></b>

***Excess Liability Coverage*** ***\$27,733***

***Automobile Physical Damage***

Administration	\$711
Cemetery	96
Community Development	120
Fire	42,519
Parks	248
PIE	96
Police	12,399
Road	11,937
Senior Van	120
Services	723
Transit	197
UCB	99
WCCTV	240
<i>Rounding Difference</i>	<b>(9)</b>
<b><i>Total</i></b>	<b>\$69,496</b>

***Property Coverage***

Administration	\$4,157
All / Miscellaneous Departments	4,520
Cemetery	848
Community Development	5,122
Earth Movement	22,950
EDP (Electronic Data Proc Equip)	2,826
Equipment Breakdown	4,486
Faithful Performance of Duty Cov.	330
Fire	19,313
Former Library Building	3,832
Signs, Lights, Fences *	1,440
IT	5,550
Parks	22,113
PIE	587
Police	7,531
Service	5,603
Street/Roads	9,486
UCB	60
Unscheduled Misc. Equipment	4,832
WCCTV	664
<i>Rounding Difference</i>	<b>(13)</b>
<b><i>Total</i></b>	<b>\$126,237</b>

\*Illuminated Signs, Preemption Devices, Street Lights, Signs, Fences, Sprinkler System, Emergency warning Sien Towers, Crosswalk Beacons all “throughout West Chester Township, Parking Areas & Parks”.





OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT  
AUTHORITY  
Service Center  
315 S. Kalamazoo Mall  
Kalamazoo, MI 49007-4806

November 08, 2022

West Chester Township, Butler County  
9113 Cincinnati Dayton Rd  
West Chester, OH 45069-4852

Dear Member:

I've enclosed your anniversary coverage outline and contribution invoice. To continue your membership and coverage, please return the following items in the enclosed envelope, by or prior to your anniversary date of **12/01/2022**:

- Anniversary payment
- Original signed Anniversary Information Acknowledgement form
- Any schedule changes on a separate sheet of paper (required for endorsement)

Once all of the above information has been received, your anniversary agreement will be issued and mailed to you. If you have any questions, please contact your local OTARMA representative, or call me at 1.888.748.7966, ext. 3136.

As always, it is our pleasure serving you. Thank you for your loyalty to OTARMA. Together, we will continue to lead the way for Ohio Townships.

Sincerely,

Wendy French  
Customer Service Representative  
wf/enclosures



OHIO TOWNSHIP ASSOCIATION RISK MANAGEMENT AUTHORITY  
Service Center  
315 S. Kalamazoo Mall  
Kalamazoo, MI 49007-4806

## INVOICE

Date: 11/8/2022

West Chester Township, Butler County  
9113 Cincinnati Dayton Rd  
West Chester, OH 45069-4852

Effective Date	Description	Amount
12/1/2022	2022-2023 Anniversary Contribution	\$340,590

Please check the appropriate box for any options you would like to purchase and write the additional amount in the space provided to calculate your new invoice balance.

Increased Liability Limits to \$11,000,000	\$1,060	<input type="checkbox"/> _____
Increased Liability Limits to \$12,000,000	\$2,120	<input type="checkbox"/> _____
Increased Liability Limits to \$13,000,000	\$3,114	<input type="checkbox"/> _____

INVOICE BALANCE \$ \_\_\_\_\_

Payment due upon receipt.



## Anniversary Information Acknowledgement

The undersigned representative of the West Chester Township, Butler County acknowledges that he/she:

- Reviewed the information provided on all Ohio Township Association Risk Management Authority applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- Reviewed the optional coverage(s) offered by the Ohio Township Association Risk Management Authority for increased limits. After consideration of the coverage(s) offered and the contribution for same, West Chester Township, Butler County has elected to:
  - Waive any and all coverage(s) and any applicable contribution charges. West Chester Township, Butler County understands that to add increased limits coverage in the future, it will be subject to Ohio Township Association Risk Management Authority's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, West Chester Township, Butler County will not hold the Ohio Township Association Risk Management Authority responsible for this decision to waive optional coverage(s).
  - Accept the increased limits: \_\_\_\_\_  
(Limit of Liability Accepted)

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, by the undersigned duly authorized officer of the Governmental Subdivision West Chester Township, Butler County indicated below:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Member: West Chester Township, Butler County

Member Number: 0354

Anniversary Date: 12/01/2022



## **SUMMARY OF COVERAGES**

FOR

### **West Chester Township, Butler County**

PREPARED BY:

RiskSource Clark-Theders Insurance Agency  
Dee Dee Carter

Burnham & Flower of Ohio

6500 Taylor Road  
Blacklick, OH 43004  
800.748.0554

<http://otarma.org>



**FOR: West Chester Township, Butler County**

**EFFECTIVE: 12/01/2022**

Broad definition of a “member” which includes:

- Any member of the governing body,
- Any member of boards or commissions,
- Any elected or appointed official,
- Any employee acting within the scope of their employment,
- Any volunteer or student who performs a service for you at your request

### **SUMMARY OF COVERAGE LIMITS**

*We will pay those amounts that a member becomes legally obligated to pay as damages, caused by an occurrence to which this Agreement applies:*

<b>Legal Liability for General Liability Claims</b>	\$10,000,000 Each occurrence \$0 Deductible
	<ul style="list-style-type: none"><li>• <i>Advertising injury, bodily injury, personal injury, or property damage, arising out of your covered operations or premises.</i></li></ul>
<b>Legal Liability for Automobile Claims</b>	\$10,000,000 Each occurrence \$0 Deductible
	<ul style="list-style-type: none"><li>• <i>Ownership, maintenance or use of an automobile in the conduct of your covered operations.</i></li></ul>
<b>Legal Liability for Law Enforcement Claims</b>	\$10,000,000 Each occurrence \$4,000 Deductible
	<ul style="list-style-type: none"><li>• <i>Bodily injury, personal injury or property damage, arising out of your law enforcement operations.</i></li></ul>
<b>Public Officials Wrongful Acts</b>	\$10,000,000 Each occurrence \$2,500 Deductible
	<ul style="list-style-type: none"><li>• <i>A public officials wrongful act rendered in discharging duties on your behalf.</i></li></ul>

*No aggregate limit on any major lines of coverage unless indicated in the schedule of benefits.*



**FOR: West Chester Township, Butler County**

**EFFECTIVE: 12/1/2022**

**Property Coverages**

Blanket Total Insured Values	\$85,506,983	
Building	\$82,085,618	\$1,000 Deductible
Personal Property	\$3,644,500	\$1,000 Deductible
Miscellaneous Property Scheduled	\$8,281,898	\$500 Deductible
EDP - Hardware	\$1,972,872	\$500 Deductible
Miscellaneous Property Unscheduled	\$2,023,994	\$500 Deductible
<b>Total Insured Value</b>		<b>\$98,008,882</b>

Earthquake Limit	\$30,000,000
Deductible	\$25,000

Equipment Breakdown Property Damage	\$85,730,118
Deductible	\$1,000

**Crime Coverage**

Crime Limit	\$100,000
Deductible	\$500

**Faithful Performance of Duty Coverage**

Limit	\$250,000
Deductible	\$0

Title	Name
Fiscal Officer	Bruce Jones
Trustee	Lee Wong
Trustee	Ann Becker
Trustee	Mark S. Welch



**FOR: *West Chester Township, Butler County***

**EFFECTIVE: *12/1/2022***

**OTARMA offers bonds for elected or appointed officials up to a limit of \$10,000 at no additional cost.**



**FOR: West Chester Township, Butler County**

**EFFECTIVE: 12/1/2022**

**Automobile Coverages**

**Liability**

Legal Liability for Automobile Claims	\$10,000,000
Covered Pollution Cost or Expense for Automobiles	\$10,000,000
Medical Expenses - Automobile	\$1,000
Uninsured and Underinsured Motorist Per Person	\$100,000
Uninsured and Underinsured Motorist Per Occurrence	\$100,000

**Physical Damage**

Total Insured Value	\$17,297,369
Comprehensive Deductible	\$500
Collision Deductible	\$500

**Cyber Coverages**

Cyber Liability	\$10,000,000
Cyber Breach Event Costs per Occurrence	\$250,000 \$10,000 Deductible
Cyber Breach Event Costs Aggregate	\$250,000
Cyber Crime	\$100,000 \$10,000 Deductible
Telecommunications Fraud Per Occurrence	\$25,000 \$10,000 Deductible
Telecommunications Fraud Aggregate	\$50,000
Post Breach Remediation Costs	\$5,000
Reward Expenses	\$5,000





West Chester Township, Butler County

Effective Date: 12/01/2022

<u>Coverage</u>	<u>Contribution</u>	<u>Limit of Coverage</u>
General Liability	\$44,301	\$10,000,000
Automobile Liability	\$26,492	\$10,000,000
Automobile Physical Damage	\$69,496	\$17,297,369
Law Enforcement Liability	\$27,781	\$10,000,000
Public Officials Wrongful Acts & Employment Practices	\$19,050	\$10,000,000
Excess Liability	\$27,733	Included
Property	\$125,907	\$98,008,882
Equipment Breakdown	Included	Included
Employee Dishonesty	\$0	\$100,000
Faithful Performance of Duty	\$330	\$250,000
<b>Total Contribution</b>	<b>\$341,090</b>	
CDL Credit	\$500.00	
MVR Credit	\$0.00	
<b>Final Contribution</b>	<b>\$340,590.00</b>	

Increased Limits Options

\$11,000,000	\$1,060
\$12,000,000	\$2,120
\$13,000,000	\$3,114



## NOTICE

This proposal is an overview of coverages and is merely descriptive and should be used for reference purposes only. Please refer to the coverage document for specific terms, conditions and exclusions. Any questions should be referred to your Account Manager.

## CONDITIONS

Flood Coverage Quotes are available upon your written request.



***Financial Stability Rating AAA (Unsurpassed)***



***Endorsed by the Ohio Township Association since 1987. Now serving over 1,000 Ohio townships.***



### **SERVICE CENTER**

315 South Kalamazoo Mall  
Kalamazoo, MI 49007

Wendy French  
Ph. 888.748.7966 Ext. 3136  
Fax 269.276.4095  
Email: [wfrench@bfgroup.com](mailto:wfrench@bfgroup.com)

### **LOSS CONTROL**

KLA Risk Consulting  
5890 Sawmill Road, Suite 120  
Dublin, OH 43017

Kim Arnold  
Ph. 866.537.7775  
Email: [klarnold@klaconsulting.com](mailto:klarnold@klaconsulting.com)

### **CLAIM SERVICE**

Public Entity Risk Services of Ohio, Inc. (PERSO)  
6500 Taylor Road, Suite B  
Blacklick, OH 43004

Brad Tucker  
Ph. 866.907.3776  
Fax 614.729.6046  
Email: [Bradley.Tucker@persopool.com](mailto:Bradley.Tucker@persopool.com)



6500 Taylor Road  
Blacklick, OH 43004  
800.748.0554

<http://otarma.org>



FOR: **West Chester Township, Butler County**

EFFECTIVE: **12/1/2022**

### Legal Defense and Claim Payment Agreement – Schedule of Coverages

<b>Coverage</b>	<b>Effective Date</b>	<b>Limit</b>	<b>Deductible</b>
<b>Legal Liability for Automobile Claims</b>	<b>12/1/2022</b>	<b>\$10,000,000</b>	<b>\$0</b>
Covered Pollution Cost or Expense for Automobiles	12/1/2022	\$10,000,000	\$0
Uninsured and Underinsured Motorist Per Person	12/1/2022	\$100,000	\$0
Uninsured and Underinsured Motorist Per Occurrence	12/1/2022	\$100,000	\$0
Medical Expenses - Automobile	12/1/2022	\$1,000	\$0
<b>Legal Liability for General Liability Claims</b>	<b>12/1/2022</b>	<b>\$10,000,000</b>	<b>\$0</b>
Active Assailant	12/1/2022	See LDCP 0500 (01 19)	\$0
Appeal Bonds	12/1/2022	Unlimited	\$0
Bail Bonds	12/1/2022	Unlimited	\$0
Bonds to Release Property	12/1/2022	Unlimited	\$0
Broad Legal Defense Fund	12/1/2022	\$5,000/\$5,000	\$0
Claim and Defense Expenses	12/1/2022	Unlimited	\$0
Cyber Breach Coverage Aggregate	12/1/2022	\$250,000	\$0
Cyber Breach Coverage Per Occurrence	12/1/2022	\$250,000	\$10,000
Cyber Crime	12/1/2022	\$100,000	\$10,000
Cyber Liability	12/1/2022	\$10,000,000	\$0
Fungi or Bacteria Clean Up	12/1/2022	\$25,000	\$0
Fungi or Bacteria Clean Up Aggregate	12/1/2022	\$50,000	\$0
Fungi or Bacteria Injury	12/1/2022	\$25,000	\$0
Fungi or Bacteria Injury Aggregate	12/1/2022	\$50,000	\$0
Good Samaritan	12/1/2022	\$10,000,000	\$0
Medical Expenses - Other than Automobile	12/1/2022	\$5,000	\$0
Medical Malpractice	12/1/2022	\$10,000,000	\$0
Member Expenses	12/1/2022	\$10,000	\$0
Moral Obligation to Pay	12/1/2022	\$2,500	\$0
Non-Monetary Relief Defense Expense	12/1/2022	\$50,000	\$0
Post-Judgment Interest	12/1/2022	Unlimited	\$0
Pre-Judgment Interest	12/1/2022	Unlimited	\$0
Stop Gap	12/1/2022	\$10,000,000	\$0
Telecommunications Fraud Aggregate	12/1/2022	\$50,000	\$0
Telecommunications Fraud Per Occurrence	12/1/2022	\$25,000	\$10,000
Pollution Liability Coverage - Pesticides	12/1/2022	\$250,000	0
<b>Public Officials Wrongful Acts</b>	<b>12/1/2022</b>	<b>\$10,000,000</b>	<b>\$2,500</b>
Employee Benefit Liability	12/1/2022	\$1,000,000	\$1,000
Employment Expense	12/1/2022	\$10,000,000	\$0
Employment Practices Wrongful Acts	12/1/2022	\$10,000,000	\$2,500
<b>Legal Liability for Law Enforcement Claims</b>	<b>12/1/2022</b>	<b>\$10,000,000</b>	<b>\$4,000</b>



FOR: *West Chester Township, Butler County*

EFFECTIVE: *12/1/2022*

**Legal Defense and Claim Payment Agreement – Schedule of Coverages**

<u>Endorsements</u>	<u>Effective Date</u>	<u>Limit</u>	<u>Deductible</u>
Anti-skid Material Storage and Application	12/1/2022	\$10,000,000	\$0
Chlorine	12/1/2022	\$10,000,000	\$0
Fire Department Pollution Coverage	12/1/2022	\$500,000	\$0
Fire Department Training Activities	12/1/2022	\$10,000,000	\$0
Sewer Back-up	12/1/2022	5,000,000 / 5,000,000	\$0
Temporary Depository Site	12/1/2022	\$250,000	\$0
Underground Gasoline, Diesel and Fuel Oil Storage Tanks Aggregate	12/1/2022	\$55,000	\$0
Underground Gasoline, Diesel and Fuel Oil Storage Tanks Each Occurrence	12/1/2022	\$55,000	\$0



# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Ohio Township Association Risk Management Authority

### West Chester Township, Butler County

Effective Date: 12/01/2022

SECTION	COVERAGE LIMIT	DEDUCTIBLE
<b>SECTION III – PROPERTY DAMAGE</b>		
Buildings*	\$82,085,618	\$1,000
Personal Property*	\$3,644,500	\$1,000
Accounts Receivable	\$250,000	
Animals	\$25,000	
Appearance Allowance	\$25,000	
Arson or Theft Reward	\$10,000	
Athletic Surfaces	\$50,000	
Building or Addition Under Construction	\$1,000,000	\$1,000
Building or Addition Under Construction - Frame Construction Type	Excluded	
Cemetery Property	\$10,000	\$0
Debris Removal	\$250,000	
Decontamination Costs	\$25,000	
Electronic Vandalism	\$250,000	
Equipment Rental Reimbursement	\$250,000	
Errors or Omissions	\$500,000	
Expediting Expenses	\$250,000	
Fine Arts - Unscheduled	\$25,000	
Fire Department Service Charge	Actual Cost	
Fire Extinguishing Systems	Actual Cost	
Fire Hydrants (Unscheduled)	\$10,000	
Golf Course Sand Traps, Tee and Greens	10,000/250,000	
Green Coverage	\$100,000	
Guide Rails	\$10,000	
Land and Water Cleanup Expense	\$10,000	
Locks and Keys	\$25,000	

# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Ohio Township Association Risk Management Authority

### West Chester Township, Butler County

Effective Date: 12/01/2022

SECTION	COVERAGE LIMIT	DEDUCTIBLE
Money and Securities	\$25,000	
New Generation	\$10,000	
Newly Constructed or Acquired Property	\$2,000,000	\$1,000
Off-Premises Service Interruption Property Damage	\$25,000	
Off-Premises Storage - Property Under Construction	\$10,000	
Ordinance or Law	\$500,000	
Outdoor Signs	\$10,000	
Outdoor Trees and Shrubs	10,000/250,000	
Parking Meters and Charging Stations	\$5,000	
Personal Prop Not at a Covered Location	\$50,000	
Personal Property at Newly Acquired or Leased Locations	\$1,000,000	\$0
Personal Property of Others	\$250,000	\$1,000
Pollution Cleanup Expense	\$100,000	
Professional Fees	\$5,000	
Property Removed from a Covered Location	\$250,000	
Protection and Preservation of Property	\$250,000	
Terrorism	See GPA 0780	\$0
Transit Coverage	\$100,000	
Underground Fiber Optic Cable	\$10,000	
Unscheduled Misc Property	\$10,000	
Unscheduled Playground Equipment	\$25,000	
Unscheduled Property in the Open	\$100,000	\$1,000
Valuable Papers and Records	\$250,000	
Water and Sewer Backup	\$100,000	



# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Ohio Township Association Risk Management Authority

### West Chester Township, Butler County

Effective Date: 12/01/2022

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION IV - TIME ELEMENT		
Civil Authority	Maximum 30 days	
Civil Authority	\$25,000	
Computer Systems and Non-physical Damage	\$10,000	
Contingent Tax Revenue Interruption	\$25,000	
Contingent Time Element	\$10,000	
Earnings During Protection/Preservation	\$25,000	
Expenses to Reduce Loss	\$25,000	
Extended Earnings, Extra Expense and Cost	\$50,000	
Extended Gross Earnings, Extra Expense and Cost	Maximum 180 days	
Extended Period of Coverage	\$25,000	
Extra Expense and Cost	\$250,000	
Gross Earnings	\$250,000	
Leasehold Interest	\$10,000	
Rental Coverage	\$10,000	
Soft Costs	\$5,000	
Storm Debris Removal	\$5,000	

# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Ohio Township Association Risk Management Authority

### West Chester Township, Butler County

Effective Date: 12/01/2022

SECTION	COVERAGE LIMIT	DEDUCTIBLE
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#### SECTION V - EQUIPMENT BREAKDOWN

Total Limit per one Breakdown*	\$85,730,118	See GPA 0644
Power Generating Equipment	Excluded	
Civil Authority	\$25,000	
Data or Media	\$250,000	
Defense	Unlimited	
Dependent Properties	\$25,000	
Earnings	\$100,000	
Electrical Surge and Electrical Disturbance	\$100,000	
Error in Description	\$500,000	
Expediting Expenses	\$250,000	
Extended Earnings and Extra Expense	\$100,000	
Extra Expense	\$100,000	
Green Alternatives	\$100,000	
Hazardous Substance	\$100,000	
New Generation	\$10,000	
Newly Acquired Locations	\$2,000,000	
Off Premises Equipment	\$50,000	
Ordinance or Law	\$500,000	
Refrigerant Contamination	\$100,000	
Service Interruption	\$100,000	
Spoilage	Included with Refrigerant Contamination	
Water Damage	\$100,000	

#### SECTION VI – CRIME

Crime	\$100,000	\$500
Faithful Performance of Duty	\$250,000	\$0
Computer Fraud and Funds Transfer	\$100,000	\$500
Employee Theft - Per Employee	\$100,000	\$500
Employee Theft - Per Loss	\$100,000	\$500
Forgery or Alteration	\$100,000	\$500
Inside Premises - Robbery or Safe Burglary	\$100,000	\$500
Money Orders and Counterfeit Money	\$100,000	\$500
Outside Premises	\$100,000	\$500
Theft, Disappearance, Destruction of Money	\$100,000	\$500

# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Ohio Township Association Risk Management Authority

### West Chester Township, Butler County

Effective Date: 12/01/2022

SECTION	COVERAGE LIMIT	DEDUCTIBLE
SECTION VII - AUTOMOBILE PHYSICAL DAMAGE		
Airbags	\$5,000	
Commandeered Property	\$250,000	
Emergency Response Automobile	\$25,000	
Freezing of Equipment Coverage	\$25,000	
Hired Automobile Physical Damage	\$50,000	
Lease Gap	\$25,000	
Not At Fault Collision Deductible Waiver	\$2,500	
Personal Automobile (Deductible)	Actual Cost	
Property in an Unattended Auto	\$1,000	
Recertification	Actual Cost	
Rental Automobile Agreement	\$10,000	
Rental Reimbursement Aggregate	\$100,000	
Rental Reimbursement Per Day	\$1,000	
Roadside Assistance	\$5,000	
Temporary Substitute Automobile	\$2,500	
Terrorism	See GPA 0780	

# GOVERNMENT PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

## Ohio Township Association Risk Management Authority

### West Chester Township, Butler County

Effective Date: 12/01/2022

SECTION	COVERAGE LIMIT	DEDUCTIBLE
<b>SECTION VIII - EARTH MOVEMENT</b>		
Earthquake	\$30,000,000	\$25,000
Earth Movement Accounts Receivable	\$250,000	
Earth Movement Animals	\$25,000	
Earth Movement Athletic Surfaces	\$50,000	\$1,000
Earth Movement Debris Removal	\$250,000	
Earth Movement Decontamination Costs	\$25,000	
Earth Movement Expediting Expense	\$250,000	
Earth Movement Fine Arts - Unscheduled	\$25,000	
Earth Movement Fire Department Service Charge	Actual Cost	
Earth Movement Fire Extinguishing Systems	Actual Cost	
Earth Movement Green Coverage	\$100,000	
Earth Movement Locks and Keys	\$25,000	
Earth Movement Money and Securities	\$25,000	
Earth Movement Off-Premises Service Interruption Property Damage	\$25,000	
Earth Movement Off-Premises Storage - Property Under Construction	\$10,000	
Earth Movement Ordinance or Law	\$500,000	
Earth Movement Outdoor Signs	\$10,000	
Earth Movement Parking Meters and Charging Stations	\$5,000	
Earth Movement Personal Prop Not at a Covered Location	\$50,000	\$1,000
Earth Movement Personal Property at Newly Acquired or Leased Locations	\$1,000,000	
Earth Movement Professional Fees	\$5,000	
Earth Movement Property Removed from a Covered Location	\$250,000	
Earth Movement Protection and Preservation of Property	\$250,000	
Earth Movement Transit Coverage	\$100,000	
Earth Movement Unscheduled Misc Property	\$10,000	
Earth Movement Unscheduled Playground Equipment	\$25,000	
Earth Movement Valuable Papers and Records	\$250,000	



## Statement of Values

West Chester Township, Butler  
County

Effective Date: 12/01/2022

Printed on: 11/08/2022

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
-											
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
EDP - Hardware	\$1,972,872					RC					\$500
Miscellaneous Property Scheduled	\$8,281,898					RC					\$500
Miscellaneous Property Unscheduled	\$2,023,994					RC					\$500
<b>Total Location TIV</b>	<b>\$12,278,764</b>										
1 - 1 9119 Cincinnati-Dayton Road											
West Chester, OH 450694852											
35533      3                      2009                      3      3      Y      N      Y      Y											
Fire Station #71 & HQ, Signage, Flagpole & Bollards											
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$7,359,150					RC					\$1,000
Personal Property	\$426,000										\$1,000
<b>Total Location TIV</b>	<b>\$7,785,150</b>										
1 - 2 9119 Cincinnati-Dayton Road											
West Chester, OH 450694852											
3847      1                      1995                      1      3      Y      N      Y      Y											
Salt Dome Storage											
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$261,684					RC					\$1,000
<b>Total Location TIV</b>	<b>\$261,684</b>										



## Statement of Values

West Chester Township, Butler  
County

Effective Date: 12/01/2022

Printed on: 11/08/2022

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
2 - 1 9113 Cincinnati-Dayton Road West Chester, OH 450694852 Administration & Trustee Hall	24992	2		1989		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$5,089,989					RC					\$1,000
Personal Property	\$624,000										\$1,000
<b>Total Location TIV</b>	<b>\$5,713,989</b>										
2 - 2 9113 Cincinnati-Dayton Road West Chester, OH 450694852 Communications (911 Dispatch) & Info Tech Building (IT)	14860	2		2009		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$4,276,859					RC					\$1,000
Personal Property	\$237,000										\$1,000
<b>Total Location TIV</b>	<b>\$4,513,859</b>										
2 - 3 9113 Cincinnati-Dayton Road West Chester, OH 450694852 Radio Tower	1	1		1989		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$128,930					RC					\$1,000
<b>Total Location TIV</b>	<b>\$128,930</b>										



## Statement of Values

West Chester Township, Butler  
County

Effective Date: 12/01/2022

Printed on: 11/08/2022

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
2 - 4 9113 Cincinnati-Dayton Road West Chester, OH 450694852 Lighting, Signage, Benches, Fencing, Flagpole & Generators	1	1		1989		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$436,176					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$436,176</b>
3 - 1 7715 John Road West Chester, OH 450694852 Fire Station #2 (#72), Flagpole, Lighting & Bollards	12054	2		2002		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$2,655,295					RC					\$1,000
Personal Property	\$180,000										\$1,000
	<b>Total Location TIV</b>										<b>\$2,835,295</b>
4 - 1 4850 Duff Drive West Chester, OH 452461124 New Fire Station #3 (#73), Flagpole, Antenna & Siren	9030	1		2021		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$3,325,005					RC					\$1,000
Personal Property	\$82,000										\$1,000
	<b>Total Location TIV</b>										<b>\$3,407,005</b>



## Statement of Values

West Chester Township, Butler  
County

Effective Date: 12/01/2022

Printed on: 11/08/2022

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
5 - 1 6425 West Chester Road West Chester, OH 450694852 Cemetery Chapel	960	2		1938		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$107,733					RC					\$1,000
<b>Total Location TIV</b>	<b>\$107,733</b>										
5 - 2 6425 West Chester Road West Chester, OH 450694852 Cemetery Headstones	0	1				2	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$33,926					RC					\$1,000
<b>Total Location TIV</b>	<b>\$33,926</b>										
5 - 3 6425 West Chester Road West Chester, OH 450694852 Cemetery Tool Shed #2	153	1		1920		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$14,210					RC					\$1,000
Personal Property	\$1,000										\$1,000
<b>Total Location TIV</b>	<b>\$15,210</b>										





## Statement of Values

West Chester Township, Butler  
County

Effective Date: 12/01/2022

Printed on: 11/08/2022

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
5 - 4 6425 West Chester Road West Chester, OH 450694852 Cemetery Tool Shed	384	1		1938		1	3	Y	N	Y	Y

	Value	Valuation	Deductible
Building	\$13,825	RC	\$1,000
Personal Property	\$1,000		\$1,000
<b>Total Location TIV</b>	<b>\$14,825</b>		

6 - 1 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Amphitheatre Stage & Storage Facility	2305	2		1997		2	3	Y	N	Y	Y
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	Value	Valuation	Deductible
Building	\$289,655	RC	\$1,000
<b>Total Location TIV</b>	<b>\$289,655</b>		

6 - 10 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Small Shelter House #1 (Fox)	520	1		1991		1	3	Y	N	Y	Y
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	Value	Valuation	Deductible
Building	\$27,140	RC	\$1,000
<b>Total Location TIV</b>	<b>\$27,140</b>		



## Statement of Values

West Chester Township, Butler  
County

Effective Date: 12/01/2022

Printed on: 11/08/2022

Location Description	Area	# of Flrs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
6 - 11 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Small Shelter House #2 (Hawk)	520	1		1991		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$27,140					RC					\$1,000
<b>Total Location TIV</b>	<b>\$27,140</b>										
6 - 2 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Log Cabin Museum	570	1		1830		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$69,491					RC					\$1,000
Personal Property	\$5,000										\$1,000
<b>Total Location TIV</b>	<b>\$74,491</b>										
6 - 3 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Restroom #1	320	1		1988		2	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$61,187					RC					\$1,000
<b>Total Location TIV</b>	<b>\$61,187</b>										



## Statement of Values

West Chester Township, Butler  
County

Effective Date: 12/01/2022

Printed on: 11/08/2022

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
6 - 4 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Restroom #2	320	1		1988		2	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$61,187					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$61,187</b>
6 - 5 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Playground, Signage, Flagpole, Fencing, Tennis Courts, Athletic Equip, Bollards	1	1		2017		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$206,834					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$206,834</b>
6 - 6 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Shelter House (Coyote)	720	1		1991		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$27,652					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$27,652</b>



## Statement of Values

West Chester Township, Butler  
County

Effective Date: 12/01/2022

Printed on: 11/08/2022

Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
6 - 7 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Shelter House (Owl)	720	1		1988		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$27,652					RC					\$1,000
<b>Total Location TIV</b>	<b>\$27,652</b>										
6 - 8 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Shelter House (Amph)	720	1		1993		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$27,652					RC					\$1,000
<b>Total Location TIV</b>	<b>\$27,652</b>										
6 - 9 Keehner Park: 7211-7411 Barret Road West Chester, OH 450694852 Shelter House (Deer)	720	1		1993		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$27,652					RC					\$1,000
<b>Total Location TIV</b>	<b>\$27,652</b>										



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
9 - 1 8070 Tylersville Road West Chester, OH 450694852 VOA Building, Signage, Flagpole, Fencing, Lighting & Generator	32532	2		1943		6	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$10,305,739					RC					\$1,000
Personal Property	\$131,500										\$1,000
<b>Total Location TIV</b>	<b>\$10,437,239</b>										
9 - 2 8070 Tylersville Road West Chester, OH 450694852 VOA Garage & Storage	2640	1		1998		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$167,281					RC					\$1,000
Personal Property	\$5,000										\$1,000
<b>Total Location TIV</b>	<b>\$172,281</b>										
10 - 1 8551 Beckett Road West Chester, OH 450694852 Fire Station #4 (#74), Lighting Flagpole, Siren & Bollards	8340	1		1999		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$1,807,638					RC					\$1,000
Personal Property	\$133,000										\$1,000
<b>Total Location TIV</b>	<b>\$1,940,638</b>										



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
11 - 1 7588 Tylers Place Boulevard West Chester, OH 450694852 Fire Station #5 (#75), Lighting, Flagpole & Siren	7053	1		1999		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$1,526,177					RC					\$1,000
Personal Property	\$113,000										\$1,000
<b>Total Location TIV</b>	<b>\$1,639,177</b>										
16 - 1 9577 Beckett Road West Chester, OH 450694852 Safety & Services Center, Flagpole, Generator, Chemical & Fuel Tanks (PD, Pks, Serv, Rd, ComDev)	186045	1		1996		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$34,106,258					RC					\$1,000
Personal Property	\$1,674,000										\$1,000
<b>Total Location TIV</b>	<b>\$35,780,258</b>										
16 - 2 9577 Beckett Road West Chester, OH 450694852 Salt Dome (Storage)	5024	1		2003		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$341,664					RC					\$1,000
<b>Total Location TIV</b>	<b>\$341,664</b>										



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
16 - 3 9577 Beckett Road West Chester, OH 450694852 Fuel Station	1596	1		2003		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$186,948					RC					\$1,000
<b>Total Location TIV</b>	<b>\$186,948</b>										
17 - 1 Various - Throughout West Chester Township West Chester, OH 450694852 Illuminated Signs, Preemption Devices, Street Lights as per schedule on file	0	1		2009		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$994,602					RC					\$1,000
<b>Total Location TIV</b>	<b>\$994,602</b>										
17 - 2 Various - Throughout West Chester Township West Chester, OH 450694852 Signs, Fences & Sprinkler System	0	1				3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$67,850					RC					\$1,000
<b>Total Location TIV</b>	<b>\$67,850</b>										



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
17 - 3 Various - Throughout West Chester Township											
West Chester, OH 450694852 Emergency Warning Siren Towers	0	1				3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$36,741					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$36,741</b>
17 - 4 Various - Throughout West Chester Township											
West Chester, OH 450694852 Set of (2) Crosswalk Beacons	1	1		2019		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$9,855					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$9,855</b>
19 - 1 Beckett Park: 8558 Beckett Ridge Boulevard											
West Chester, OH 450694852 Muhlhauser Barn	10400	2		2008		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$1,298,911					RC					\$1,000
Personal Property	\$24,000										\$1,000
	<b>Total Location TIV</b>										<b>\$1,322,911</b>





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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
19 - 2 Beckett Park: 8558 Beckett Ridge Boulevard West Chester, OH 450694852 Muhlhauser Barn Gazebo	0	1		2000		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$33,926					RC					\$1,000
<b>Total Location TIV</b>	<b>\$33,926</b>										
19 - 3 Beckett Park: 8558 Beckett Ridge Boulevard West Chester, OH 450694852 Muhlhauser Barn Fountain	0	1				1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$7,297					RC					\$1,000
<b>Total Location TIV</b>	<b>\$7,297</b>										
22 - 1 The Square @ Union Centre: 9285 Centre Pointe Drive West Chester, OH 450694852 Clock Tower	1	1		2008		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$643,337					RC					\$1,000
<b>Total Location TIV</b>	<b>\$643,337</b>										



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
22 - 2 The Square @ Union Centre: 9285 Centre Pointe Drive West Chester, OH 450694852 Restroom											
	928	1		2008		2	3	Y	N	Y	Y
<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>					
Building	\$177,442					RC					\$1,000
<b>Total Location TIV</b>		<b>\$177,442</b>									
22 - 3 The Square @ Union Centre: 9285 Centre Pointe Drive West Chester, OH 450694852 Bridge											
	0	1		2008		4	3	Y	N	N	N
<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>					
Building	\$223,135					RC					\$1,000
<b>Total Location TIV</b>		<b>\$223,135</b>									
22 - 4 The Square @ Union Centre: 9285 Centre Pointe Drive West Chester, OH 450694852 Trellis', Lighting, Benches, Trash Receptacles, Statue & Fountain											
	1	1		2008		3	3	Y	N	Y	Y
<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>					
Building	\$190,951					RC					\$1,000
<b>Total Location TIV</b>		<b>\$190,951</b>									



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
26 - 1 6447 West Chester Road West Chester, OH 450694852 Cemetery Garage & Bollards	2450	1		2009		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$186,183					RC					\$1,000
<b>Total Location TIV</b>	<b>\$186,183</b>										
27 - 1 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Concession, Restrooms, Locker Rooms, & Press Box	3328	2		2008		2	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$418,584					RC					\$1,000
Personal Property	\$6,000										\$1,000
<b>Total Location TIV</b>	<b>\$424,584</b>										
27 - 10 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 West Shelter w/ Fireplace	1260	1		2011		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$181,594					RC					\$1,000
<b>Total Location TIV</b>	<b>\$181,594</b>										



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
27 - 11 Beckett Park: 8650 Union Centre Boulevard											
West Chester, OH 450694852											
West Water Feature											
	0	1		2011		2	3	Y	N	Y	Y
	<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>				
Building	\$230,432			RC			\$1,000				
<b>Total Location TIV</b>	<b>\$230,432</b>										
27 - 12 Beckett Park: 8650 Union Centre Boulevard											
West Chester, OH 450694852											
West Boardwalk, bridge & railing											
	0	1		2011		1	3	Y	N	Y	Y
	<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>				
Building	\$125,457			RC			\$1,000				
<b>Total Location TIV</b>	<b>\$125,457</b>										
27 - 13 Beckett Park: 8650 Union Centre Boulevard											
West Chester, OH 450694852											
West Dock & Railing											
	0	1		2011		1	3	Y	N	Y	Y
	<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>				
Building	\$74,250			RC			\$1,000				
<b>Total Location TIV</b>	<b>\$74,250</b>										



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
27 - 14 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 West Natural	0	1		2011		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$9,601					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$9,601</b>
27 - 15 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Flagpole, Lighting, Athletic Equipment & Playground Equipment	1	1		2011		3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$179,036					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$179,036</b>
27 - 2 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Vinyl Coated Fencing & Gates @ Baseball Complex	0	1		2008		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$229,025					RC					\$1,000
	<b>Total Location TIV</b>										<b>\$229,025</b>



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
27 - 3 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Baseball Complex Eight (8) Dug Outs											
	120	1		2008		2	3	Y	N	Y	Y
<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>					
Building	\$79,883					RC					\$1,000
<b>Total Location TIV</b>		<b>\$79,883</b>									
27 - 4 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Maintenance Building											
	1000	1		2008		2	3	Y	N	Y	Y
<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>					
Building	\$69,928					RC					\$1,000
Personal Property	\$1,000										\$1,000
<b>Total Location TIV</b>		<b>\$70,928</b>									
27 - 5 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Backstop System @ Baseball Complex											
	0	1		2008		4	3	Y	N	Y	Y
<b>Value</b>			<b>Valuation</b>			<b>Deductible</b>					
Building	\$34,565					RC					\$1,000
<b>Total Location TIV</b>		<b>\$34,565</b>									



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
27 - 6 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Scoreboards @ Baseball Complex	0	1		2008		4	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$25,348					RC					\$1,000
<b>Total Location TIV</b>	<b>\$25,348</b>										
27 - 7 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Bleachers & Benches @ Baseball Complex	0	1				3	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$19,715					RC					\$1,000
<b>Total Location TIV</b>	<b>\$19,715</b>										
27 - 8 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Beckett Park East Shelter (Near 27-9)	1260	1		2011		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$165,096					RC					\$1,000
<b>Total Location TIV</b>	<b>\$165,096</b>										



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Location Description	Area	# of Firs	Auto Spklr	Year Built	Year Reno	Con Code	Pro Class	Equip Break	FL	EQ	Blank Limit
27 - 9 Beckett Park: 8650 Union Centre Boulevard West Chester, OH 450694852 Boundless Playground Equipment	0	1		2009		1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$377,910					RC					\$1,000
<b>Total Location TIV</b>	<b>\$377,910</b>										
28 - 1 Township Parking Areas & Parks West Chester, OH 450694852 300 Lights/ Poles	0	1				1	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$304,910					RC					\$1,000
<b>Total Location TIV</b>	<b>\$304,910</b>										
30 - 1 7900 Cox Road West Chester, OH 45069 Former Library (unoccupied)	16389	1		1983		2	3	Y	N	Y	Y
	<b>Value</b>					<b>Valuation</b>					<b>Deductible</b>
Building	\$2,692,325					RC					\$1,000
Personal Property	\$1,000										\$1,000
<b>Total Location TIV</b>	<b>\$2,693,325</b>										
						Total Blanket TIV					\$85,506,983
						Building					\$82,085,618
						Personal Property					\$3,644,500
						EDP - Hardware					\$1,972,872
						Miscellaneous Property Scheduled					\$8,281,898
						Miscellaneous Property Unscheduled					\$2,023,994





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Total TIV											\$98,008,882



## Additional Property Statement of Values

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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
1	Miscellaneous Property Scheduled	2005 Komatsu FG225T-14 Forklift (RD)	S#660A	\$30,000	RC	\$500
2	Miscellaneous Property Scheduled	(21) Motorola APX Mobile Radios @ 4,240 each (FD)		\$89,040	RC	\$500
3	Miscellaneous Property Scheduled	(3) High Density Filing System (PD) @ 83,000 each	S#0209 S#0672 S#0673	\$249,000	RC	\$500
4	Miscellaneous Property Scheduled	(2) Oceanid RDC Swiftwater Rescue Boat (FD)		\$9,800	RC	\$500
5	Miscellaneous Property Scheduled	Swenson Cross Conveyor Berm Spreader for T19 (RD)	S#STCC	\$5,298	RC	\$500
6	Miscellaneous Property Scheduled	Gledhill 10SBP CL 10' Snow Plow for T21 (RD)	S#6008	\$7,200	RC	\$500
7	Miscellaneous Property Scheduled	5500im, WUXGA resolution, ICD Laser Projector (PIE)		\$5,028	RC	\$500
8	Miscellaneous Property Scheduled	Mako Air Compressor (FD)	S#0385	\$52,000	RC	\$500
9	Miscellaneous Property Scheduled	(4) Ozen Tripods @ 4,000 each (PIE)		\$16,000	RC	\$500
10	Miscellaneous Property Scheduled	Scrubber/Rider M7400 (RD)	S#4406	\$50,000	RC	\$500
11	Miscellaneous Property Scheduled	(2) Loki Drones @ 5,000 each (PD)	S#0325, 0357	\$10,000	RC	\$500
12	Miscellaneous Property Scheduled	Fume Hood (PD)	S#0105	\$12,000	RC	\$500
13	Miscellaneous Property Scheduled	Blanket Integrated Multimedia & Marketing Property - Per 2018 list on File (IT)		\$970,600	RC	\$500
14	Miscellaneous Property Scheduled	Thermal Imaging Cameras, MSA 10097331, 4 @ \$9,116 each (FD)	S#0140, S# #0141, S#0142, S#0143	\$36,464	RC	\$500
15	Miscellaneous Property Scheduled	(2) Rescue CRT Model Phone w/ Headsets @ 5,300 each (PD)	S#1217 S# TBD	\$10,600	RC	\$500
16	Miscellaneous Property Scheduled	Hunter DSP 9112 W Wheel Balancer (RD)	S#4469	\$6,200	RC	\$500
17	Miscellaneous Property Scheduled	Vinten Tripod 3 (PIE)	S#4231	\$7,000	RC	\$500
18	Miscellaneous Property Scheduled	OpticalCon Duo SMPTE Assy SM - 4 - 305 ft rrels (PIE)		\$5,535	RC	\$500



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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
19	Miscellaneous Property Scheduled	(2) Plexus Seating Units (PD) @ 5,350 each	S#0213 S#0214	\$10,700	RC	\$500
20	Miscellaneous Property Scheduled	2021 Polaris Ranger XP1000 (Police)	S#4080	\$20,000	RC	\$500
21	Miscellaneous Property Scheduled	Smith Detection Hazmat Gas ID (FD)	S#9002	\$67,250	RC	\$500
22	Miscellaneous Property Scheduled	(50) MSA G1 SCBA's @ 13,893 each (FD)		\$694,650	RC	\$500
23	Miscellaneous Property Scheduled	ALS (PD)	S#0558	\$12,000	RC	\$500
24	Miscellaneous Property Scheduled	Bobcat 4x4 UTV M#3650 w/70" Angle Broom	S#8300, S#1219	\$27,409	RC	\$500
25	Miscellaneous Property Scheduled	Trailer 5'x8' Easy Dump (CEM)	S#1138	\$3,500	RC	\$500
26	EDP - Hardware	Leased Copiers per list on file 2021, including Software		\$276,267	RC	\$500
27	Miscellaneous Property Scheduled	Direct Link - Hostage Throw Phone Tactical Forward Unit (PD)	S#11737	\$25,000	RC	\$500
28	Miscellaneous Property Scheduled	Gledhill 10' Plow for T10 (RD)	S#2012-3	\$9,500	RC	\$500
29	Miscellaneous Property Scheduled	2019 Sure-Trac Utility Trailer (RD)	S#6716	\$3,405	RC	\$500
30	Miscellaneous Property Scheduled	Power Pressure Washer, Landa Platinum Series Attached to Trailer (RD)	S#1983 #0884	\$9,995	RC	\$500
31	Miscellaneous Property Scheduled	(2) Salt Spreaders Swenson SBD9 for T8 @ 6,000 & T22 @ 3,545 (RD)	S#6010, S#6011	\$9,545	RC	\$500
32	Miscellaneous Property Scheduled	Tricaster TC1 Base (PIE)		\$19,995	RC	\$500
33	Miscellaneous Property Scheduled	Honda 25hp Outboard Motor (FD)	S#9003	\$7,500	RC	\$500
34	Miscellaneous Property Scheduled	Stormpipe Quickview Air HD System Camera (RD)	S#0365	\$15,288	RC	\$500
35	Miscellaneous Property Scheduled	(2) Batshields: Full Sized @ \$6,000 each (PD)	S#001F-1, S#001F- 2	\$12,000	RC	\$500
36	Miscellaneous Property Scheduled	Little Giant 20HP Leaf Vac (CEM)	S#5068	\$5,000	RC	\$500



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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
37	Miscellaneous Property Scheduled	(4) Thermal Imaging Cameras @ \$9,290 each (PD)	S#0222, S#0224, S#0223, S#0225	\$37,160	RC	\$500
38	Miscellaneous Property Scheduled	Automatic License Plate Reader System (PD)	S#1506	\$18,550	RC	\$500
39	Miscellaneous Property Scheduled	Salt Spreader Swenson PU358EST V-Box for U24 (RD)	S#6017	\$3,500	RC	\$500
40	Miscellaneous Property Scheduled	Automatic License Plate Reader System (PD)	S#0027	\$18,550	RC	\$500
41	Miscellaneous Property Scheduled	Western Plow 9' Pro Plus for U12 (RD)	S#2012-6	\$5,300	RC	\$500
42	Miscellaneous Property Scheduled	Automatic License Plate Reader System (PD)	S#0105	\$18,550	RC	\$500
43	Miscellaneous Property Scheduled	Western 8' Pro Plus Snow Plow (RD)	S#TBD	\$4,885	RC	\$500
44	Miscellaneous Property Scheduled	Beckett Park Pond Aerator (PK)	S#3051	\$13,976	RC	\$500
45	Miscellaneous Property Scheduled	Walkaround Inflatable Fireman (FD)	S#1053	\$4,000	RC	\$500
46	Miscellaneous Property Scheduled	Salt Spreader Warren Box U-27 (RD)	S#U-27	\$4,500	RC	\$500
47	Miscellaneous Property Scheduled	(2) Elliptical: Precor @ 4,500 each (PD)	S#1438 S#1439	\$9,000	RC	\$500
48	Miscellaneous Property Scheduled	Plotter, Imageprograf iPF 765 (CDD)	S#476	\$8,192	RC	\$500
49	Miscellaneous Property Scheduled	(3) Swenson Spreaders @ \$6,000 each for T19 T7 T13 (RD)	S#6002-2, S#6003-2, S#6004-2	\$18,000	RC	\$500
50	Miscellaneous Property Scheduled	Grasshopper 272 T2 Mower 61" (SERV)		\$11,500	RC	\$500
51	Miscellaneous Property Scheduled	Thermal Imaging Camera w/2 Lithium Ion Batteries (FD)	S#3764	\$9,103	RC	\$500
52	Miscellaneous Property Scheduled	Stormpipe Camera System telescopic w/case, Quick View North American Professional 24 (RD)	S#4512	\$16,555	RC	\$500
53	Miscellaneous Property Scheduled	Plows 2-Western UTPP 9' Steel Pro Plus 2 for U3 U24 @ \$4740 each (RD)	S#6014, S#6015	\$9,480	RC	\$500



## Additional Property Statement of Values

West Chester Township, Butler County

Effective Date: 12/01/2022

Printed on: 11/08/2022

### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
54	Miscellaneous Property Scheduled	(3) Plows @ \$6,000 each for T7 T19 T13 (RD)	S#6002-1, S#6003-1, S#6004-1	\$18,000	RC	\$500
55	Miscellaneous Property Scheduled	(2) Paratech Stabilization Kits @ 8,000 each (FD)		\$16,000	RC	\$500
56	Miscellaneous Property Scheduled	Microfilm Scanner, Canon (CD)S#456		\$4,982	RC	\$500
57	Miscellaneous Property Scheduled	Emergency Response Trailer w/Equipment (RD)	S#4613	\$24,943	RC	\$500
58	Miscellaneous Property Scheduled	Sports Arc Fitness Treadmill/7670E (FD)		\$3,995	RC	\$500
59	Miscellaneous Property Scheduled	(2) Exmark 60" Laser Z Mowers @ \$7,599 each (PK)	S#6583, S#6580	\$15,198	RC	\$500
60	Miscellaneous Property Scheduled	2021 Polaris Ranger ATV (Police)	S#4080	\$16,998	RC	\$500
61	Miscellaneous Property Scheduled	MPH Industries Trailer (PD)	S#7259	\$5,000	RC	\$500
62	Miscellaneous Property Scheduled	Tarot 680 Drone (PIE)		\$5,000	RC	\$500
63	Miscellaneous Property Scheduled	Bosch, Divar 700 Interview Equipment (PD)	S#0135	\$6,239	RC	\$500
64	Miscellaneous Property Scheduled	Genesis M-3 Outlaw Pumper (FD)	S#0351	\$6,410	RC	\$500
65	Miscellaneous Property Scheduled	Mower, Grasshopper 720K RoboMower (RD)	S#5063	\$12,000	RC	\$500
66	Miscellaneous Property Scheduled	(4) Lift Rotary 4 Column 18,000 lb Portable 24V DC Wireless Model @ 9,339 each (CEM)	S#0037 S#0038 S#0039 S#0040	\$37,356	RC	\$500
67	Miscellaneous Property Scheduled	10' Gledhill Snow Plow for T4 (RD)	S#6902	\$8,000	RC	\$500
68	Miscellaneous Property Scheduled	Down Draft Hood (PD)	S#0205	\$12,000	RC	\$500
69	Miscellaneous Property Scheduled	Apple w/23" Display (PIE)		\$7,500	RC	\$500
70	Miscellaneous Property Scheduled	2000 R & W Trailer (Pk)	S#9285	\$3,500	RC	\$500
71	Miscellaneous Property Scheduled	GPS Trimble GEO 7X (IT)	S#3552	\$9,076	RC	\$500
72	Miscellaneous Property Scheduled	Fitness Treadmill (RD)	S# TBD	\$4,000	RC	\$500



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West Chester Township, Butler County

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Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
73	Miscellaneous Property Scheduled	2023 Bobcat E42 R2 Excavator (Serv)	S#7035	\$70,175	RC	\$500
74	Miscellaneous Property Scheduled	Skydio SDR21V1 Drone (PD)	S#27T4	\$30,000	RC	\$500
75	Miscellaneous Property Scheduled	Crack Sealer Magma Cimline, M#150 DHC (Mi) Melter Applicator (on 2-wheel trailer) (RD)	S#9089	\$51,820	RC	\$500
76	Miscellaneous Property Scheduled	Vermeer 18" Chipper (RD)	S#4339	\$60,000	RC	\$500
77	Miscellaneous Property Scheduled	Plow, Western Pro Plus 9' for small trucks (RD)	S#6901	\$5,000	RC	\$500
78	Miscellaneous Property Scheduled	Tactical Repeater System (PD)	S#3048	\$5,406	RC	\$500
79	Miscellaneous Property Scheduled	Salt Spreader Swenson PU358EST V-Box for U3 (RD)	S#6016	\$4,740	RC	\$500
80	Miscellaneous Property Scheduled	(2) Batshields: Compact @ \$5,800 each (PD)	S#0010-1, S#0010- 2	\$11,600	RC	\$500
81	Miscellaneous Property Scheduled	Patching Machine Duraco M125 on Trailer (RD)	S#2867	\$49,902	RC	\$500
82	Miscellaneous Property Scheduled	800 MHz Radio System (All)		\$1,531,819	RC	\$500
83	EDP - Hardware	Blanket EDP per list on file 2021, including Software		\$1,696,605	RC	\$500
84	Miscellaneous Property Scheduled	Salt Spreader for 23 (RD)	S#TR-23	\$6,000	RC	\$500
85	Miscellaneous Property Scheduled	10' Gledhill Snow Plow for T2 (RD)	S#6007	\$6,000	RC	\$500
86	Miscellaneous Property Scheduled	(4) Sony HXC-FB80 Cameras @ 18,495 each (PIE)	S#1103, 1100, 1094 & 1090	\$73,980	RC	\$500
87	Miscellaneous Property Scheduled	Salt Spreader, Snow Ex V-Box for small trucks (RD)	S#TR-00	\$4,000	RC	\$500
88	Miscellaneous Property Scheduled	(2) Cabinet:Key-Morse Watchman's @ 22,645 each (PD)	S#0861 S# TBD	\$45,290	RC	\$500
89	Miscellaneous Property Scheduled	Salt Spreader Swenson for T10 (RD)	S#2012-8	\$3,500	RC	\$500
90	Miscellaneous Property Scheduled	Hood (PD)	S#6AAA	\$12,000	RC	\$500



## Additional Property Statement of Values

West Chester Township, Butler County

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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
91	Miscellaneous Property Scheduled	Automatic License Plate Reader System (PD)	S#1559	\$18,550	RC	\$500
92	Miscellaneous Property Scheduled	Plow, Western, 9', Pro Guard for U-8 (RD)	S#0655	\$5,000	RC	\$500
93	Miscellaneous Property Scheduled	Hunter TC3250 Tire Changer w/Wheel Lift (RD)	S#4470	\$7,044	RC	\$500
94	Miscellaneous Property Scheduled	(2) Canon Camera's @ 4,000. each (PD)	S#1131, S#1133	\$8,000	RC	\$500
95	Miscellaneous Property Scheduled	Salt Spreader Swenson T25 (RD)	S#TR25	\$5,000	RC	\$500
96	Miscellaneous Property Scheduled	Genesis S49XL Spreader (FD)	S#0352	\$6,150	RC	\$500
97	Miscellaneous Property Scheduled	(2) Thermal Imagers @ \$6,182. each (PD)	S#5275, S#5262	\$12,364	RC	\$500
98	Miscellaneous Property Scheduled	1998 Betterbuilt Car Hauler Trailer (PD)	S#1155	\$7,500	RC	\$500
99	Miscellaneous Property Scheduled	Hazard House Fire Simulator (FD)	S#181A	\$15,000	RC	\$500
100	Miscellaneous Property Scheduled	Speed Sentry Sheild w/PDA (PD)	S#0121	\$5,115	RC	\$500
101	Miscellaneous Property Scheduled	Video Conferencing Equipment (FD)		\$77,000	RC	\$500
102	Miscellaneous Property Scheduled	Multi-Force Door Simulator (FD)	S#7184	\$6,200	RC	\$500
103	Miscellaneous Property Scheduled	Salt Spreader Swenson V-Box for T20 (RD)	S#2012-11	\$11,765	RC	\$500
104	Miscellaneous Property Scheduled	30' Better Built Trailer (RD)	S#1792	\$8,295	RC	\$500
105	Miscellaneous Property Scheduled	Western Plow U-23 (Rd)	S#2012-5	\$5,000	RC	\$500
106	Miscellaneous Property Scheduled	(2) Speed Sentry Signs (PD) @ 4,665 each	S#0125 S#0126	\$9,330	RC	\$500
107	Miscellaneous Property Scheduled	Intoxilyzer 5000 (PD)	S#1958	\$5,000	RC	\$500
108	Miscellaneous Property Scheduled	Crack Sealer 2007 Cimline 110 Gal DHC Melter Part on 2 Wheel Trailer (RD)	S#9117	\$51,820	RC	\$500
109	Miscellaneous Property Scheduled	Gator 4 USB Pipe Camera System (RD)	S#0058	\$8,596	RC	\$500





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West Chester Township, Butler County

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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
110	Miscellaneous Property Scheduled	Grasshopper Mower 335-B (UCB)	S#5872	\$14,500	RC	\$500
111	Miscellaneous Property Scheduled	Betterbuilt Trailer (PK)	S#1159	\$4,000	RC	\$500
112	Miscellaneous Property Scheduled	Genesis C365 Cutter (FD)	S#0353	\$7,025	RC	\$500
113	Miscellaneous Property Scheduled	(2) TSU Speed Sentry Signs @ 4,665 each (PD)	S#0125, 0136	\$9,330	RC	\$500
114	Miscellaneous Property Scheduled	Plow, Western, 8'6" for U-7 (RD)	S#TR-U7	\$5,000	RC	\$500
115	Miscellaneous Property Scheduled	Salt Spreader for 1 (RD)	S#TR-1	\$6,000	RC	\$500
116	Miscellaneous Property Scheduled	Plow, Gledhill, 10' Power Angle for 12 (RD)	S#4139	\$5,000	RC	\$500
117	Miscellaneous Property Scheduled	Swenson Stainless Steel Salt Spreader for T24 (RD)	S#T24S	\$3,500	RC	\$500
118	Miscellaneous Property Scheduled	30xZoom PTZ Camera with HDMI Output and NDI(White) (PIE)		\$14,200	RC	\$500
119	Miscellaneous Property Unscheduled	Unscheduled Miscellaneous Property-Limit per occurrence, \$5,000 maximum limit per any one item		\$2,023,994	RC	\$500
120	Miscellaneous Property Scheduled	2002 Jacobsen HR 9016 Mower (PK)	S#3035	\$67,317	RC	\$500
121	Miscellaneous Property Scheduled	(2) Exmark 60" LZM Mowers @ 13,190 each (PARKS)	S#5167, S#5967	\$26,380	RC	\$500
122	Miscellaneous Property Scheduled	Gledhill 10SBPR2-OCP-LL-TE Plow T25 (RD)	S#4197	\$10,000	RC	\$500
123	Miscellaneous Property Scheduled	2019 Grasshopper Model #335 993C Big Block 72" Mower (RD)		\$11,074	RC	\$500
124	Miscellaneous Property Scheduled	Power Management System, Event (PK)	S#3200	\$10,000	RC	\$500
125	Miscellaneous Property Scheduled	Automatic License Plate Reader System Car #1123 (PD)	S#0874	\$18,550	RC	\$500
126	Miscellaneous Property Scheduled	Gledhill 10SBP R2-TE Snow Plow for T8 (RD)	S#1009	\$8,135	RC	\$500





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West Chester Township, Butler County

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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
127	Miscellaneous Property Scheduled	(5) Ram Fan-Electric Fan STA71, STA72; STA73; STA74; STA75 (FD)		\$20,000	RC	\$500
128	Miscellaneous Property Scheduled	Tricaster 8000 (PIE)		\$42,000	RC	\$500
129	Miscellaneous Property Scheduled	(2) Magnum Universal Night Sights @ \$10,000 each (PD)	S#674D, S#683D	\$20,000	RC	\$500
130	Miscellaneous Property Scheduled	(2) Calcium Tank, Ace Roto- Mold 6250 Gal. @ 4,480 each (RD)		\$8,960	RC	\$500
131	Miscellaneous Property Scheduled	Plow, Western 10' Pro Guard for T20 (RD)	S#2012-1	\$8,200	RC	\$500
132	Miscellaneous Property Scheduled	Vinten Tripod (PIE)		\$9,200	RC	\$500
133	Miscellaneous Property Scheduled	Rifle Shield M3PPXL (PD)	S#0507	\$4,000	RC	\$500
134	Miscellaneous Property Scheduled	New Holland TC40D Tractor w/Bucket (CEM)	S#5050	\$22,113	RC	\$500
135	Miscellaneous Property Scheduled	Bosch A/C Refrigerant Handling System (RD)	S#4560	\$4,500	RC	\$500
136	Miscellaneous Property Scheduled	(2) Audio Visual Equip: Panasonic Projectors (PD) @ 10,155 each	S#0356 S#0358	\$20,310	RC	\$500
137	Miscellaneous Property Scheduled	1995 Pace American Cargo Trailer w/Zodiak Rescue inflatable Boat (FD)	S#0011	\$25,000	RC	\$500
138	Miscellaneous Property Scheduled	2022 Kubota Flail Mower Tractor (Service)	S#7810	\$75,547	RC	\$500
139	Miscellaneous Property Scheduled	(2) Wheel Lift System, W.L. 30 (RD) @ 5,000 each	S#4296 S#4297	\$10,000	RC	\$500
140	Miscellaneous Property Scheduled	Battery Operated Hydraulic Spreader (FD)		\$12,942	RC	\$500
141	Miscellaneous Property Scheduled	Fire Extinguisher Simulator Training System (FD)	S#0256	\$8,668	RC	\$500
142	Miscellaneous Property Scheduled	Grasshopper 723T2 Mower (CEM)	S#5099	\$12,000	RC	\$500
143	Miscellaneous Property Scheduled	Castus Box (PIE)		\$28,000	RC	\$500
144	Miscellaneous Property Scheduled	Leg Press, Linear: Hammer Strength (PD)	S#1440	\$3,500	RC	\$500



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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
145	Miscellaneous Property Scheduled	(2) 2000 Polaris Sportsman ATV's @ \$11,700 each (PD)	S#7979, S#7530	\$23,400	RC	\$500
146	Miscellaneous Property Scheduled	Grasshopper Mower Model 729BT T6 61" (CEM)	S#29BT	\$12,000	RC	\$500
147	Miscellaneous Property Scheduled	Mower Grasshopper 335B 61" (CEM)	S#1913	\$12,500	RC	\$500
148	Miscellaneous Property Scheduled	(4) LifePak Defibrillators @ 30,500 each (FD)		\$122,000	RC	\$500
149	Miscellaneous Property Scheduled	Canon L2 Video (PD)	S#0360	\$4,000	RC	\$500
150	Miscellaneous Property Scheduled	Case 580 SN TLB Backhoe 4WD Loader/Extendahoe (RD)	S#3043	\$140,000	RC	\$500
151	Miscellaneous Property Scheduled	Vinten Tripod 1 (PIE)	S#4265	\$7,000	RC	\$500
152	Miscellaneous Property Scheduled	Plow, Gledhill, 10' Power Angle for 16 (RD)	S#TR-16	\$5,000	RC	\$500
153	Miscellaneous Property Scheduled	Plow, Western for U-13 (RD)	S#TR-U13	\$5,000	RC	\$500
154	Miscellaneous Property Scheduled	(14) Lifepak 1000 AED's, (6) Lifepak 15 monitors & (18) Batteries (FD)		\$220,000	RC	\$500
155	Miscellaneous Property Scheduled	Hostage Negotiator Throw Phone (PD)	S#0003	\$24,300	RC	\$500
156	Miscellaneous Property Scheduled	Intoxilyzer 5000 EN (PD)	S#3681	\$5,200	RC	\$500
157	Miscellaneous Property Scheduled	(3) Treadmills - Life Fitness (PD) @ 4,050 each	S#6572, S#6567 & S#7403	\$12,150	RC	\$500
158	Miscellaneous Property Scheduled	(56) Motorola APX 6000XE Portable Radios @ 6,996 each (FD)		\$391,776	RC	\$500
159	Miscellaneous Property Scheduled	Telex P1400 LCD Projector (PD)	S#0005	\$5,000	RC	\$500
160	Miscellaneous Property Scheduled	2014 Redi Haul Tilt Bed Trailer (Serv)	S#6969	\$1,950	RC	\$500
161	Miscellaneous Property Scheduled	Hot Shot Bulles Digital Fire Ext. Simulator (FD)	S#7195	\$15,000	RC	\$500
162	Miscellaneous Property Scheduled	Exmark 60" Mower w/ Mulch Kit (PK)	S#C604	\$8,384	RC	\$500
163	Miscellaneous Property Scheduled	1999 Jacobsen HR-9016 Mower (PK)	S#2642	\$56,000	RC	\$500



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West Chester Township, Butler County

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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
164	Miscellaneous Property Scheduled	(2) 10' Gledhill Power Angle Plows for T17 T15 @ 5,000 each (RD)	S#4213, S#4215	\$10,000	RC	\$500
165	Miscellaneous Property Scheduled	Gravelly Mower (PK)	S#8129	\$3,953	RC	\$500
166	Miscellaneous Property Scheduled	Patches & Pumper Remote Control Unit (FD)	S#6003	\$8,882	RC	\$500
167	Miscellaneous Property Scheduled	1988 Ford 340B Tractor with Bucket (RD)	S#1501	\$15,000	RC	\$500
168	Miscellaneous Property Scheduled	Berm Box Swenson Tailgate Conveyor (RD)		\$5,298	RC	\$500
169	Miscellaneous Property Scheduled	Salt Spreader for U-8 (RD)	S#TR-U8	\$3,545	RC	\$500
170	Miscellaneous Property Scheduled	Alamo Maverick Mowing Arm w/Accessories Attached to & including JD Tractor/Cab (RD)	S#1256 S#6679	\$169,183	RC	\$500
171	Miscellaneous Property Scheduled	Genesis Hydraulic Rams (FD)		\$7,367	RC	\$500
172	Miscellaneous Property Scheduled	Air Monitoring System Controllers & Monitors (FD)	S#2268	\$60,000	RC	\$500
173	Miscellaneous Property Scheduled	Free Motion T11.3 Treadmill (FD)		\$5,000	RC	\$500
174	Miscellaneous Property Scheduled	Tractor, Workmaster, 1958 Ford with attached cement mixer (RD)	S#5000	\$22,113	RC	\$500
175	Miscellaneous Property Scheduled	Smith Hazmat Gas Detection I.D. Kit (FD)	S#9001	\$62,000	RC	\$500
176	Miscellaneous Property Scheduled	Salt Spreader, Monroe Box for 15 (RD)	S#TR-15	\$4,000	RC	\$500
177	Miscellaneous Property Scheduled	Salt Spreader Swenson V Box for T12 (RD)	S#2012-9	\$6,000	RC	\$500
178	Miscellaneous Property Scheduled	Grasshopper Mower Model 335-72-35 (UCB)	S#0226	\$10,850	RC	\$500
179	Miscellaneous Property Scheduled	Genesis Battery Operated Ram (FD)		\$10,345	RC	\$500
180	Miscellaneous Property Scheduled	24' Better Built 12 T Trailer (RD)	S#1690	\$6,820	RC	\$500
181	Miscellaneous Property Scheduled	(2) Portable Light Towers @ \$7,539 each (SERVICE)	S#0278, S#0279	\$15,078	RC	\$500



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West Chester Township, Butler County

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Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
182	Miscellaneous Property Scheduled	Salt Spreader, Henderson (RD)		\$3,900	RC	\$500
183	Miscellaneous Property Scheduled	Gledhill 10SBPCL 10' Plow w/Hitch for T22 (RD)	S#6012	\$8,780	RC	\$500
184	Miscellaneous Property Scheduled	Speed Sentry Shield (PD)	S#0123	\$5,115	RC	\$500
185	Miscellaneous Property Scheduled	Genesis Battery Operated Hydraulic Cutter (FD)		\$12,720	RC	\$500
186	Miscellaneous Property Scheduled	Gledhill Plow for T5 (RD)	S#2012-2	\$5,995	RC	\$500
187	Miscellaneous Property Scheduled	Panasonic Hand Held Video Camera (PIE)		\$5,500	RC	\$500
188	Miscellaneous Property Scheduled	2005 Task Force DUI Trailer (PD)	S#7351	\$3,525	RC	\$500
189	Miscellaneous Property Scheduled	Thermal Imaging Camera MSA (FD)	S#0080	\$9,100	RC	\$500
190	Miscellaneous Property Scheduled	Miscellaneous Telephone Equipment (Misc. Depts)		\$361,383	RC	\$500
191	Miscellaneous Property Scheduled	(2) Speed Sentry Shields w/PDA @ \$5,515 each (PD)	S#0124, S#0122	\$11,030	RC	\$500
192	Miscellaneous Property Scheduled	(2) 10' Gledhill Snow Plows @ \$5,450 each for T18 T11 (RD)	S#6005, S#6006	\$10,900	RC	\$500
193	Miscellaneous Property Scheduled	Camera, Push, Envirosight VSP (RD)	S#0640	\$9,754	RC	\$500
194	Miscellaneous Property Scheduled	Cellebrite UFED Touch (PD)	S#0108	\$9,600	RC	\$500
195	Miscellaneous Property Scheduled	Automatic License Plate Reader System (PD)	S#0879	\$18,550	RC	\$500
196	Miscellaneous Property Scheduled	Bobcat E35ZTS Compact Excavator (CEM)	S#1078	\$52,000	RC	\$500
197	Miscellaneous Property Scheduled	Plow, Meyer for U-6 (RD)	S#TR-U6	\$5,000	RC	\$500
198	Miscellaneous Property Scheduled	(2) OSTI Magnum Universal Night Sights @ 10,000 each (PD)	S#1683, S#1674	\$20,000	RC	\$500
199	Miscellaneous Property Scheduled	Sullair Air Compressor (RD)	S#4338	\$15,000	RC	\$500
200	Miscellaneous Property Scheduled	Bush Hog 5' (RD)		\$8,500	RC	\$500



## Additional Property Statement of Values

West Chester Township, Butler County

Effective Date: 12/01/2022

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### Location Information N/A

Line	Classification	Description	Serial No	Coverage Limit	Valuation	Deductible
201	Miscellaneous Property Scheduled	1998 33' Fire Safety Surrey Trailer w/permanent attached Equipment (FD)	S#0205	\$30,000	RC	\$500
202	Miscellaneous Property Scheduled	Plow, Gledhill, 10' (RD)	S#2012-3	\$8,000	RC	\$500
203	Miscellaneous Property Scheduled	Thermal Imaging Camera MSA 10097331 (FD)	S#0361	\$6,500	RC	\$500
204	Miscellaneous Property Scheduled	Salt Spreader Swenson for 14 (RD)	S#TR-14	\$6,000	RC	\$500
205	Miscellaneous Property Scheduled	Pushbox, Pro-Teck Snow Push Box (RD)	S#0387	\$4,500	RC	\$500
206	Miscellaneous Property Scheduled	Portable TV, Recording & Studio Equipment WCCTV		\$278,250	RC	\$500
207	Miscellaneous Property Scheduled	Sokkia Total Station (RD)	S#9946	\$10,600	RC	\$500
208	Miscellaneous Property Scheduled	Wacker 4" Trash Pump w/Hoses (RD)	S#TS4V	\$3,517	RC	\$500
209	Miscellaneous Property Scheduled	Plow, Gledhill, 10' for 23 (RD)	S#TR-23	\$5,000	RC	\$500
210	Miscellaneous Property Scheduled	Bobcat S220 Skid Loader (RD)	S#6001	\$40,000	RC	\$500
211	Miscellaneous Property Scheduled	Mauldin 1450 Roller (RD)	S#1450	\$30,000	RC	\$500
212	Miscellaneous Property Scheduled	(7) Flir K65 Thermal Imaging Cameras @ \$5,239 each (FD)	S#2010 S#1980 S#2004 S#1994 S#2009 S#1985 S#1999	\$36,673	RC	\$500

Total EDP - Hardware	\$1,972,872
Total Miscellaneous Property Scheduled	\$8,281,898
Total Miscellaneous Property Unscheduled	\$2,023,994
<b>Total Location Additional Property Scheduled Value</b>	<b>\$12,278,764</b>

Grand Total EDP - Hardware	\$1,972,872
Grand Total Miscellaneous Property Scheduled	\$8,281,898
Grand Total Miscellaneous Property Unscheduled	\$2,023,994
<b>Grand Total Additional Property Scheduled Value</b>	<b>\$12,278,764</b>



## Schedule of Covered Vehicles

**West Chester Township,  
Butler County**

**Effective Date:** 12/01/2022

**Printed on:** 11/08/2022

#	Year	Make	Model	VIN	Type	Value	Valuation Comp	Ded	Coll	Ded
1	2008	Jeep	Cherokee (Police)	S#9558	Police	23,298	ACV Y	\$500	Y	\$500
2	2003	Toyota	Tundra Police Vehicle	S#5540	Police	6,700	ACV Y	\$500	Y	\$500
3	2007	Freightliner	SWAT Police	S#9726	Extra Heavy	238,734	RC Y	\$500	Y	\$500
4	2008	Dodge	Dakota Pick Up (Police)	S#1725	Police	19,395	ACV Y	\$500	Y	\$500
5	2008	Dodge	Durango (Police)	S#2018	Police	21,689	ACV Y	\$500	Y	\$500
6	1996	Ford	F350 1 T Dump Truck (Rd.)	S#7328	Dump Trucks	19,000	ACV Y	\$500	Y	\$500
7	2000	Ford	F350 Dump Truck (Rd.)	S#8351	Dump Trucks	34,726	ACV Y	\$500	Y	\$500
8	2003	Ford	F350 Dump Truck (UCB)	S#5272	Dump Trucks	24,824	ACV Y	\$500	Y	\$500
9	2011	Ford	F450 Dump Truck (Parks)	S#0653	Dump Trucks	35,893	ACV Y	\$500	Y	\$500
10	2008	Dodge	Ram 1 Ton Dump (Parks)	S#7935	Dump Trucks	26,162	ACV Y	\$500	Y	\$500



## Schedule of Covered Vehicles

**West Chester Township,  
Butler County**

**Effective Date:** 12/01/2022

**Printed on:** 11/08/2022

11	2008	Chevrolet	7500 Dump Truck (Rd.)	S#8185	Dump Trucks	50,143	ACV	Y	\$500	Y	\$500
12	2009	Chevrolet	C-7500 Dump Truck (Rds)	S#0246	Dump Trucks	44,953	ACV	Y	\$500	Y	\$500
13	1999	Chevrolet	Kodiak 2 1/2 T Dump (Rd)	S#8045	Dump Trucks	35,000	ACV	Y	\$500	Y	\$500
14	1994	Chevrolet	Kodiak Hazmat	S#0552	Fire Trucks	561,800	RC	Y	\$500	Y	\$500
15	2010	Horton	603C-1 Ambulance	S#4292	Ambulances	337,080	RC	Y	\$500	Y	\$500
16	2006	Horton	Service Truck (Rd)	S#5869	Lt. Med Trucks	25,000	ACV	Y	\$500	Y	\$500
17	1999	GMC	2 1/2 Ton Dump Truck (Rd.)	S#1497	Dump Trucks	34,986	ACV	Y	\$500	Y	\$500
18	2008	Ford	Crown Victoria Police Car	S#9017	Police	20,080	ACV	Y	\$500	Y	\$500
19	2010	Ford	Crown Victoria Police Car	S#3871	Police	40,207	ACV	Y	\$500	Y	\$500
20	2008	Ford	Econo Cutaway (Police)	S#9878	Police	54,500	ACV	Y	\$500	Y	\$500
21	2008	Ford	Escape Police Car	S#5112	Police	16,891	ACV	Y	\$500	Y	\$500
22	2008	Ford	Expedition Police Car	S#9425	Police	42,500	ACV	Y	\$500	Y	\$500





## Schedule of Covered Vehicles

**West Chester Township,  
Butler County**

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23	2004	Ford	Explorer Police Vehicle	S#9290	Police	26,004	ACV	Y	\$500	Y	\$500
24	2007	Ford	Fusion Police Car	S#7373	Police	18,193	ACV	Y	\$500	Y	\$500
25	2007	Ford	Fusion Police Car	S#7374	Police	18,193	ACV	Y	\$500	Y	\$500
26	2006	Ford	TR Freestar Van (Adm.)	S#7926	Passenger Car/Vans/Pickups	22,998	ACV	Y	\$500	Y	\$500
27	2003	International	2.5T Dump Truck (Rd)	S#6770	Dump Trucks	75,000	ACV	Y	\$500	Y	\$500
28	2010	International	4400 2.5 Ton Dump Truck (Rd.)	S#2660	Dump Trucks	94,600	ACV	Y	\$500	Y	\$500
29	2009	International	4400 2.5T Dump Truck (Rd.)	S#4040	Dump Trucks	82,563	ACV	Y	\$500	Y	\$500
30	2007	International	4400 2.5T Dump Truck(Rd)	S#3553	Dump Trucks	69,537	ACV	Y	\$500	Y	\$500
31	2001	International	4900 Dump Truck (Rd.)	S#0491	Dump Trucks	87,000	ACV	Y	\$500	Y	\$500
32	2005	International	7400 Dump Truck (Rd)	S#8092	Dump Trucks	86,064	ACV	Y	\$500	Y	\$500
33	2004	International	Dump Truck (Rd.)	S#3291	Dump Trucks	77,836	ACV	Y	\$500	Y	\$500
34	2014	International	4400 Dump w/Plow & Spreader (Rd.)	S#7163	Dump Trucks	117,665	ACV	Y	\$500	Y	\$500





## Schedule of Covered Vehicles

**West Chester Township,  
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35	2001	International	2.5 Ton Dump Truck (Rd.)	S#0492	Dump Trucks	87,000	ACV	Y	\$500	Y	\$500
36	2002	International	2.5 Ton Dump Truck (Rd.)	S#7415	Dump Trucks	47,793	ACV	Y	\$500	Y	\$500
37	1997	Miscellaneous	E-One Aerial Ladder Truck 75' Quint	S#7706	Fire Trucks	1,006,000	RC	Y	\$500	Y	\$500
38	2010	Sutphen	100' Aerial Tower Truck w/ Equipment	S#3073	Fire Trucks	1,404,500	RC	Y	\$500	Y	\$500
39	2011	Sutphen	75' Quint Ladder	S#3001	Fire Trucks	1,060,000	RC	Y	\$500	Y	\$500
40	2009	Sutphen	Pumper	S#3097	Fire Trucks	786,520	RC	Y	\$500	Y	\$500
41	2001	Ford	TV Rem Van (WCCTV) EXCLUDING EQUIPMENT	S#5790	Lt. Med Trucks	60,000	ACV	Y	\$500	Y	\$500
42	2005	Chevrolet	Silverado HD Pick Up (Rd)	S#4903	Passenger Car/Vans/Pickups	23,761	ACV	Y	\$500	Y	\$500
43	2002	Dodge	Ram 2500 Pick Up (Rd.)	S#9352	Passenger Car/Vans/Pickups	24,494	ACV	Y	\$500	Y	\$500
44	2002	Dodge	Ram 3500 Pick Up (Cem)	S#9050	Passenger Car/Vans/Pickups	24,000	ACV	Y	\$500	Y	\$500
45	1996	Dodge	Ram 4x4 Brush Truck	S#8769	Fire Trucks	75,000	RC	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

**West Chester Township,  
Butler County**

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46	2008	Dodge	Ram Pick Up (Rd.)	S#8016	Passenger Car/Vans/Pickups	19,769	ACV	Y	\$500	Y	\$500
47	2009	Ford	Expedition Fire Car	S#1047	Passenger Car/Vans/Pickups	33,682	ACV	Y	\$500	Y	\$500
48	2010	Ford	Expedition Fire Car	S#0943	Passenger Car/Vans/Pickups	36,535	ACV	Y	\$500	Y	\$500
49	2010	Ford	Expedition Fire Car	S#0944	Passenger Car/Vans/Pickups	36,535	ACV	Y	\$500	Y	\$500
50	2012	Ford	Expedition Fire Car w/Equipment	S#5707	Passenger Car/Vans/Pickups	37,000	ACV	Y	\$500	Y	\$500
51	2009	Ford	Explorer (Rd)	S#6251	Passenger Car/Vans/Pickups	23,922	ACV	Y	\$500	Y	\$500
52	2003	Ford	F150 Pick Up (Rd.)	S#4929	Passenger Car/Vans/Pickups	11,376	ACV	Y	\$500	Y	\$500
53	2004	Ford	F250 SRW SD Pick Up (Services)	S#7031	Passenger Car/Vans/Pickups	23,855	ACV	Y	\$500	Y	\$500
54	2009	Ford	F350 Flatbed Truck w/Hitch (Rd.)	S#5742	Lt. Med Trucks	25,078	ACV	Y	\$500	Y	\$500
55	2009	Ford	F350 Flatbed Truck (Rd.)	S#5743	Lt. Med Trucks	27,804	ACV	Y	\$500	Y	\$500
56	2014	Ford	F350 SRW Super Duty Pick Up (Rd)	S#2694	Passenger Car/Vans/Pickups	24,558	ACV	Y	\$500	Y	\$500
57	2003	Ford	F350 Truck (Rd.)	S#5273	Lt. Med Trucks	24,824	ACV	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

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58	2012	Ford	Fusion Fire Car	S#0580	Passenger Car/Vans/Pickups	24,065	ACV	Y	\$500	Y	\$500
59	2004	Ford	SRW Super Duty Pick Up (Police)	S#7032	Police	32,200	ACV	Y	\$500	Y	\$500
60	2009	GMC	Sierra Pick Up (Rd.)	S#7989	Passenger Car/Vans/Pickups	21,647	ACV	Y	\$500	Y	\$500
61	2007	International	4300 Command Platform Police Vehicle w/Equipment	S#1326	Extra Heavy	188,975	RC	Y	\$500	Y	\$500
62	1999	GMC	Dump Truck (Rd.)	S#1449	Dump Trucks	34,986	ACV	Y	\$500	Y	\$500
63	2012	Freightliner	M2 Dump Truck (Rd.)	S#3398	Dump Trucks	83,124	ACV	Y	\$500	Y	\$500
64	2015	Ford	Police Interceptor SUV	S#7267	Police	40,000	ACV	Y	\$500	Y	\$500
65	2015	Ford	Police Interceptor SUV	S#7269	Police	40,000	ACV	Y	\$500	Y	\$500
66	2015	Ford	Police Interceptor SUV	S#7271	Police	40,000	ACV	Y	\$500	Y	\$500
67	2015	Ford	F350 Dump Truck (Rd)	S#3971	Dump Trucks	51,916	ACV	Y	\$500	Y	\$500
68	2016	International	2 1/2 Ton Dump Truck Model 4400 (Rd)	S#0999	Dump Trucks	83,330	ACV	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

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69	2016	Ford	Explorer Police Car	S#8274	Police	26,314	ACV	Y	\$500	Y	\$500
70	2016	Ford	Police Interceptor Utility Vehicle	S#8276	Police	25,766	ACV	Y	\$500	Y	\$500
71	2016	Ford	Police Interceptor Utility Vehicle	S#8275	Police	25,766	ACV	Y	\$500	Y	\$500
72	2015	Horton	Ambulance	S#0807	Ambulances	337,080	RC	Y	\$500	Y	\$500
73	2016	Ford	Ford Fusion Police	S#0680	Police	17,022	ACV	Y	\$500	Y	\$500
74	2016	Ford	Ford Fusion Police	S#0681	Police	17,022	ACV	Y	\$500	Y	\$500
75	2015	E-One	ISX-450 Pumper	S#9516	Fire Trucks	786,520	RC	Y	\$500	Y	\$500
76	2016	Horton	Ambulance	S#9612	Ambulances	337,080	RC	Y	\$500	Y	\$500
77	2017	Ford	Fusion (Police)	S#8346	Police	18,983	ACV	Y	\$500	Y	\$500
78	2017	Ford	Fusion (Police)	S#8345	Police	18,983	ACV	Y	\$500	Y	\$500
79	2016	Dodge	Caravan (PD)	S#9528	Passenger Car/Vans/Pickups	22,558	ACV	Y	\$500	Y	\$500
80	2017	Ford	Police Interceptor Utility Vehicle	S#4233	Police	26,743	ACV	Y	\$500	Y	\$500
81	2017	Ford	Police Interceptor Utility Vehicle	S#4235	Police	26,743	ACV	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

**West Chester Township,  
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82	2017	Ford	Police Interceptor Utility Vehicle	S#4231	Police	26,743	ACV	Y	\$500	Y	\$500
83	2017	Ford	Police Interceptor Utility Vehicle	S#4234	Police	26,743	ACV	Y	\$500	Y	\$500
84	2017	Ford	Police Interceptor Utility Vehicle	S#4232	Police	26,743	ACV	Y	\$500	Y	\$500
85	2017	Ford	Police Interceptor Utility Vehicle	S#4230	Police	26,743	ACV	Y	\$500	Y	\$500
86	2017	Ford	Police Interceptor Utility Vehicle	S#4229	Police	26,743	ACV	Y	\$500	Y	\$500
87	2017	Ford	Police Interceptor Utility Vehicle	S#4228	Police	26,743	ACV	Y	\$500	Y	\$500
88	2017	Ford	Explorer (Police)	S#4226	Police	27,188	ACV	Y	\$500	Y	\$500
89	2017	Ford	Explorer (Police)	S#4227	Police	27,188	ACV	Y	\$500	Y	\$500
90	2016	Ford	F350 Pickup (Road)	S#2736	Passenger Car/Vans/Pickups	24,894	ACV	Y	\$500	Y	\$500
91	2017	Horton	Medic Unit	S#2130	Ambulances	229,315	RC	Y	\$500	Y	\$500
92	2018	Freightliner	M2--106 Truck (RD)	S#6824	Lt. Med Trucks	75,982	ACV	Y	\$500	Y	\$500
93	2018	Ford	Explorer Fire Car	S#0771	Passenger Car/Vans/Pickups	32,000	ACV	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

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94	2017	Ford	Explorer (PD)	S#5665	Passenger Car/Vans/Pickups	32,000	ACV	Y	\$500	Y	\$500
95	2018	Ford	Explorer (Admin)	S#9719	Passenger Car/Vans/Pickups	26,854	ACV	Y	\$500	Y	\$500
96	2016	Ford	Explorer (Police)	S#1595	Police	54,000	ACV	Y	\$500	Y	\$500
97	2015	Chevrolet	Malibu Road & Maintenance Division (Rd)	S#6795	Passenger Car/Vans/Pickups	20,000	ACV	Y	\$500	Y	\$500
98	2019	Ford	F350 Pickup w/Dump Bed (Rd)	S#2943	Passenger Car/Vans/Pickups	47,481	ACV	Y	\$500	Y	\$500
99	2019	GMC	Sierra 1500 Pickup w/Strobe Light & Tool Box (Rd)	S#3420	Passenger Car/Vans/Pickups	29,700	ACV	Y	\$500	Y	\$500
100	2018	Ford	Explorer Police Car	S#0764	Police	50,150	ACV	Y	\$500	Y	\$500
101	2018	Ford	Explorer Police Car	S#0765	Police	50,150	ACV	Y	\$500	Y	\$500
102	2018	Ford	Explorer Police Car	S#0766	Police	50,150	ACV	Y	\$500	Y	\$500
103	2018	Ford	Explorer Police Car	S#0767	Police	50,150	ACV	Y	\$500	Y	\$500
104	2018	Ford	Explorer Police Car	S#0768	Police	50,150	ACV	Y	\$500	Y	\$500
105	2018	Ford	Explorer Police Car	S#0769	Police	50,150	ACV	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

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106	2019	Freightliner	M2-106 Dump Truck (RD)	S#4477	Dump Trucks	139,261	ACV	Y	\$500	Y	\$500
107	2018	Ford	Transit Van (RD)	S#6822	Passenger Car/Vans/Pickups	43,377	ACV	Y	\$500	Y	\$500
108	2018	E-One	Quint Cyclone Fire Truck	S#1752	Fire Trucks	1,123,600	RC	Y	\$500	Y	\$500
109	2018	Ford	Explorer Interceptor Police Car	S#4959	Police	53,490	ACV	Y	\$500	Y	\$500
110	2018	Ford	Explorer Interceptor Police Car	S#4962	Police	53,490	ACV	Y	\$500	Y	\$500
111	2018	Ford	Edge Police Vehicle	S#9031	Police	25,994	ACV	Y	\$500	Y	\$500
112	2018	Ford	Explorer Interceptor Police Car	S#5956	Police	53,490	ACV	Y	\$500	Y	\$500
113	2018	Ford	Transit Connect Van Police Vehicle	S#4672	Police	21,998	ACV	Y	\$500	Y	\$500
114	2018	Ford	Explorer Interceptor Police Car	S#4960	Police	53,490	ACV	Y	\$500	Y	\$500
115	2019	Chevrolet	Tahoe Fire Car	S#7208	Passenger Car/Vans/Pickups	36,185	ACV	Y	\$500	Y	\$500
116	2018	Ford	Explorer Interceptor Police Car	S#5941	Police	53,490	ACV	Y	\$500	Y	\$500
117	2018	Ford	Explorer Interceptor Police Car	S#5978	Police	53,490	ACV	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

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118	2019	Horton	623-I Ambulance	S#0962	Ambulances	337,080	RC	Y	\$500	Y	\$500
119	2019	GMC	Sierra Limited (RD)	S#7366	Passenger Car/Vans/Pickups	29,018	ACV	Y	\$500	Y	\$500
120	2019	Chevrolet	Tahoe (RD)	S#0588	Passenger Car/Vans/Pickups	36,785	ACV	Y	\$500	Y	\$500
121	2019	GMC	Sierra Limited (RD)	S#6649	Passenger Car/Vans/Pickups	29,018	ACV	Y	\$500	Y	\$500
122	2018	E-One	Typhoon Rescue Pumper	S#1876	Fire Trucks	786,520	RC	Y	\$500	Y	\$500
123	2020	Chevrolet	Traverse Police Car	S#1889	Police	30,973	ACV	Y	\$500	Y	\$500
124	2020	Freightliner	M2 Truck (Rd)	S#7348	Dump Trucks	76,570	ACV	Y	\$500	Y	\$500
125	2019	Ford	Fusion Police Car	S#6154	Police	23,835	ACV	Y	\$500	Y	\$500
126	2019	Ford	Fusion Police Car	S#6034	Police	23,835	ACV	Y	\$500	Y	\$500
127	2020	Chevrolet	Tahoe Fire Car	S#4631	Passenger Car/Vans/Pickups	40,650	ACV	Y	\$500	Y	\$500
128	1968	Chevrolet	Chevelle-Confiscated Vehicle (PD)	S#2055	Passenger Car/Vans/Pickups	20,000	ACV	Y	\$500	Y	\$500
129	2020	Ford	Explorer Police Car	S#5658	Police	33,000	ACV	Y	\$500	Y	\$500
130	2020	Ford	Explorer Police Car	S#5659	Police	45,190	ACV	Y	\$500	Y	\$500





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131	2020	Ford	Explorer Police Car	S#5661	Police	45,190	ACV	Y	\$500	Y	\$500
132	2020	Ford	Explorer Police Car	S#5660	Police	45,190	ACV	Y	\$500	Y	\$500
133	2021	Freightliner	M2 Crosswing Street Sweeper (Rd)	S#9669	Road Maintenance	269,958	ACV	Y	\$500	Y	\$500
134	2021	Freightliner	M2-106 Dump Truck w/ Salting Equipment (Rd)	S#0853	Dump Trucks	150,266	ACV	Y	\$500	Y	\$500
135	2021	Freightliner	M2-106 Dump Truck w/ Salting Equipment (Rd)	S#0854	Dump Trucks	150,266	ACV	Y	\$500	Y	\$500
136	2020	Ford	F550 QU13519 Bucket Truck (Rd)	S#0914	Lt. Med Trucks	105,000	ACV	Y	\$500	Y	\$500
137	2020	Ford	Explorer Police Car	S#9706	Police	42,843	ACV	Y	\$500	Y	\$500
138	2020	Ford	Explorer Police Car	S#9707	Police	42,843	ACV	Y	\$500	Y	\$500
139	2020	E-One	Typhoon Resue Pumper	S#3265	Fire Trucks	786,520	RC	Y	\$500	Y	\$500
140	2021	Ford	Explorer (Rd)	S#8718	Passenger Car/Vans/Pickups	28,983	ACV	Y	\$500	Y	\$500
141	2020	GMC	Sierra Pickup (Rd)	S#2152	Passenger Car/Vans/Pickups	30,097	ACV	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

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142	2021	GMC	Sierra Pickup (Com Dev)	S#1478	Passenger Car/Vans/Pickups	30,056	ACV	Y	\$500	Y	\$500
143	2020	Ford	F150 Pickup Truck	S#1164	Police	33,135	ACV	Y	\$500	Y	\$500
144	2020	Ford	F150 Pickup Truck	S#1163	Police	33,135	ACV	Y	\$500	Y	\$500
145	2021	Ford	Explorer Police Car	S#7353	Police	45,000	ACV	Y	\$500	Y	\$500
146	2021	Ford	Explorer Police Car	S#7352	Police	45,000	ACV	Y	\$500	Y	\$500
147	2021	Ford	Explorer Police Car	S#7350	Police	45,000	ACV	Y	\$500	Y	\$500
148	2021	Ford	Explorer Police Car	S#7355	Police	45,000	ACV	Y	\$500	Y	\$500
149	2021	Ford	Explorer Police Car	S#7351	Police	45,000	ACV	Y	\$500	Y	\$500
150	2021	Ford	Explorer Police Car	S#5230	Police	32,182	ACV	Y	\$500	Y	\$500
151	2021	Ford	Explorer Police Car	S#5229	Police	32,182	ACV	Y	\$500	Y	\$500
152	2021	Ford	Explorer Police Car	S#6309	Police	50,000	ACV	Y	\$500	Y	\$500
153	2022	Freightliner	M2 Dump Truck (Service)	S#5297	Dump Trucks	78,689	ACV	Y	\$500	Y	\$500
154	2022	Freightliner	M2 Dump Truck (Service)	S#5298	Dump Trucks	78,689	ACV	Y	\$500	Y	\$500



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155	2009	Ford	F350 Dump Truck 4x4 Super Duty (Rd)	S#5574	Dump Trucks	35,069	ACV	Y	\$500	Y	\$500
156	2007	Ford	Explorer (Admin)	S#2873	Passenger Car/Vans/Pickups	23,500	ACV	Y	\$500	Y	\$500
157	2021	Ford	Explorer (Admin)	S#6590	Passenger Car/Vans/Pickups	30,063	ACV	Y	\$500	Y	\$500
158	2018	Toyota	Sienna (PD)	S#1772	Police	36,535	ACV	Y	\$500	Y	\$500
159	2019	Toyota	4Runner Police Car	S#2960	Police	42,035	ACV	Y	\$500	Y	\$500
160	2021	Ford	Super Duty F350XL Reg Cab (Rd)	S#0845	Passenger Car/Vans/Pickups	46,427	ACV	Y	\$500	Y	\$500
161	2021	Chevrolet	Tahoe (Fire)	S#7358	Passenger Car/Vans/Pickups	50,000	ACV	Y	\$500	Y	\$500
162	2022	Chevrolet	Silverado 3500 (Rd)	S#1270	Passenger Car/Vans/Pickups	49,958	ACV	Y	\$500	Y	\$500
163	2002	Ford	Wheel Chair Accessible Van (Admin)	S#6599	Lt. Med Trucks	50,000	ACV	Y	\$500	Y	\$500
164	2016	Ford	Transit Connect (Senior Van)	S#1837	Passenger Car/Vans/Pickups	30,000	ACV	Y	\$500	Y	\$500
165	2022	GMC	Sierra Limited Pickup (Road)	S#9654	Passenger Car/Vans/Pickups	34,311	ACV	Y	\$500	Y	\$500
166	2022	GMC	Sierra Limited Pickup (Road)	S#0857	Passenger Car/Vans/Pickups	34,311	ACV	Y	\$500	Y	\$500



## Schedule of Covered Vehicles

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167	2022	Ford	Explorer Police Interceptor Utility	S#5947	Police	45,000	ACV	Y	\$500	Y	\$500
168	2022	Ford	Explorer Police Interceptor Utility	S#5955	Police	45,000	ACV	Y	\$500	Y	\$500
169	2022	Ford	Explorer Police Interceptor Utility	S#5890	Police	45,000	ACV	Y	\$500	Y	\$500
170	2022	Ford	F550 Horton ES Medic Unit	S#9128	Ambulances	264,740	RC	Y	\$500	Y	\$500
171	2022	Ford	Escape (Admin)	S#1265	Passenger Car/Vans/Pickups	24,457	ACV	Y	\$500	Y	\$500
172	2022	Ford	Escape (PIE)	S#2887	Passenger Car/Vans/Pickups	23,907	ACV	Y	\$500	Y	\$500
173	2022	Ford	Explorer Police Interceptor Utility	S#8695	Police	45,000	ACV	Y	\$500	Y	\$500

Total Location Vehicle Value: 17,297,369

**Total ACV Value:** 6,650,305    **Total RC Value:** 10,647,064    **Total SA Value:** 0    **Grand Total Vehicle Value:** 17,297,369

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Requisition Item
<b>Submitted By:</b>	
Rick L. Prinz, Fire Chief	

<b>Motion:</b>
Cummins Bridgeway LLC - \$11,249.70 - Repair turbo on Sutphen aerial tower (retroactive)

<b>Background:</b>
<p>This 100 foot aerial tower is a 2010 Sutphen located at Station 73 on Duff Drive. It is one of two of West Chester’s Aerial Apparatus and is used to access both residential buildings and commercial buildings in the upper floors and roofs during fire and investigative events, such as fire alarms. This apparatus also acts in the capacity of a paramedic fire engine to both deliver water and provide paramedic care for advanced life support calls.</p> <p>The current mileage is 42,612. The vehicle is equipped with a Cummins engine, therefore the vehicle was taken to Cummins Bridgeway for analysis related to the vehicle running, but having no power to move. It was found that the turbo was broken. The vehicle needed to be partially disassembled to determine the extent of the issue, thus competitive quotes are not included. As there will likely be extra parts and supplies that could be added to the cost during disassembly and reassembly, a 10% contingency has been added.</p> <p>This was an urgent request, as currently, the West Chester Fire Department does not have any reserve fire apparatus due to the wreck that involved vehicle 820 a year ago, and the repair of a head gasket on vehicle 609-2.</p> <p>Due to the urgency of this repair, the West Chester Fire Department has sought permission from the Board to complete this repair. At this time, the Fire Department would like to ask for the Board to retroactively approve Purchase Order# S222444 in the amount of \$11,249.70 to Cummins Bridgeway LLC.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	No; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222444	<b>Total Encumbrance:</b>	\$ 11,249.70



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
 Cummins Sales and Service  
 PO Box 772639  
 Detroit, MI 48277-2639

T-73

CINCINNATI OH BRANCH  
 5400 RIALTO ROAD  
 WEST CHESTER, OH 45069-  
 (513)563-6670

<b>INVOICE NO</b>
<b>ESTIMATE</b>
TO PAY ONLINE LOGON TO customerpayment.cummins.com

**BILL TO**

WEST CHESTER TWSP TRUSTEE  
 9113 CINCINNATI DAYTON RD  
 WEST CHESTER, OH 45069-3840

**OWNER**

WESTCHESTER TWSP TRUSTE  
 9113 CINCINNATI DAYTON  
 WEST CHESTER, OH 45069-  
 DOUG PYLE - 513 7771133

PAGE 1 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
26-OCT-2022		26-OCT-2022	ISM CM876		SUTPHEN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
185910		26-OCT-2022	35257361	CPL272700	DS2000
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
292576			44612 / 0		71

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 1S9A3JLE2A1003073

COMPLAINT CHECK ENGINE LIGHT. NO POWER, BLOWING BLACK SMOKE OUT OF EXHAUST AND UNDER CAB.

COVERAGE

DIAGNOSTIC CHARGE: 735.00

1	0	4034289RX	KIT, VG TUR ACT SERVICE	DRC		1,671.18	1,671.18
1	0	2837201D	KIT, ACTUATOR	CLEAN		270.00	270.00
-1	0	2837201D	KIT, TURBO ACTUATOR ISC/IS	DIRTY		270.00	- 270.00
1	0	5457629RX	KIT, TURBOCHARGER	DRC		5,753.11	5,753.11
1	0	4955425D	TURBO, HE551Ve/HE561Ve	CLEAN		945.00	945.00
-1	0	4955425D	TURBO, HE531VE/HE551VE/HE	DIRTY		945.00	- 945.00
4	0	3818824	NUT, REGULAR HEXAGON	CECO		4.22	16.88
4	0	4298242	STUD	CECO		18.88	75.52
1	0	2897334NX	SENSOR, PRS TEMPERATURE	DRC		97.46	97.46
1	0	2897331D	SENSOR, PRESSURE	CLEAN		13.50	13.50
-1	0	2897331D	SENSOR, PRESSURE	DIRTY		13.50	- 13.50
1	0	FREIGHT	FREIGHT	E1-FREIGHT		575.00	575.00

TURBO FROM MDC

PARTS:	8,189.15
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	8,189.15
SURCHARGE TOTAL:	0.00
LABOR:	1,207.50
LABOR COVERAGE CREDIT:	0.00CR

Completion date : 27-Oct-2022 11:02AM. Estimate expires : 25-Nov-2022 01:13PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:  
 Cummins Sales and Service  
 PO Box 772639  
 Detroit, MI 48277-2639

CINCINNATI OH BRANCH  
 5400 RIALTO ROAD  
 WEST CHESTER, OH 45069-  
 (513)563-6670

<b>INVOICE NO</b>
<b>ESTIMATE</b>
TO PAY ONLINE LOGON TO <a href="http://customerpayment.cummins.com">customerpayment.cummins.com</a>

**BILL TO**

WEST CHESTER TWSP TRUSTEE  
 9113 CINCINNATI DAYTON RD  
 WEST CHESTER, OH 45069-3840

**OWNER**

WESTCHESTER TWSP TRUSTE  
 9113 CINCINNATI DAYTON  
 WEST CHESTER, OH 45069-  
 DOUG PYLE - 513 7771133

PAGE 2 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
26-OCT-2022		26-OCT-2022	ISM CM876		SUTPHEN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
292576			44612 / 0		71

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN      1S9A3JLE2A1003073

TOTAL LABOR:	1,207.50	
MISC.:		95.38
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	95.38	
HAZ WASTE DISPOSAL		95.38

TAX EXEMPT NUMBERS:

LOCAL      0.00

Completion date : 27-Oct-2022 11:02AM. Estimate expires : 25-Nov-2022 01:13PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL:      10,227.03  
 TOTAL TAX:      0.00

TOTAL AMOUNT: US \$      10,227.03

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Requisition Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Lexipol LLC - \$16,105.56 - Renew agreement for online subscription services

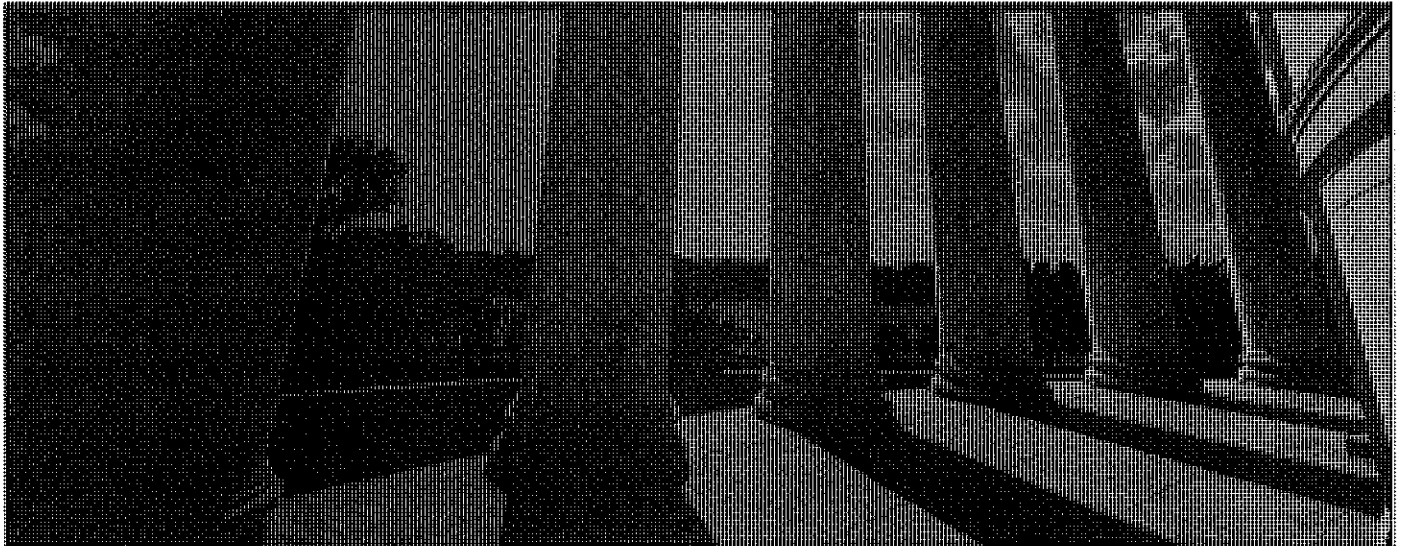
<b>Background:</b>
<p>The Police Department is requesting Trustee approval to renew our annual subscription with Lexipol LLC for \$16,105.56. Lexipol is used for assistance in designing policies and procedures to be maintained in compliance with all applicable laws and in developing web-based Daily Training Bulletins that will test employees on the Policies and Procedures. The Police Department has utilized Lexipol LLC for our Policies and Procedures for the last nine years.</p> <p>Lexipol LLC, through their legal and technical expertise, enables the police department to provide clear and concise policy guidelines and reduce our liability for litigation. The web-based training is incorporated into our existing training schedule, thus eliminating the need for additional computer hardware and the prevention of training overtime.</p> <p>The cost of the subscription is discounted 10% because of the Township’s membership with OTARMA. The subscription renewal is from December 1, 2022 - November 30, 2023.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222858	<b>Total Encumbrance:</b>	\$ 16,105.56





## SOLUTIONS PROPOSAL



**PREPARED FOR:**

West Chester Police Department

**PREPARED BY:**

Lisa Hockenberry  
lhockenberry@lexipol.com  
(469) 731-0860

2611 Internet Blvd, Ste 100  
Frisco, Texas 75034  
(844) 312-9500  
www.lexipol.com

## Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, state and federal accreditation, training, mental and physical wellness and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

### **THE LEXIPOL ADVANTAGE**

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 10,000 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, accreditation, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 440 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, achieve accreditation, develop training or wellness content, or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with West Chester Police Department to address your unique challenges.

## Scope of Services

### Policy Manual

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

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

### Daily Training Bulletins (DTBs)

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

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

### Policy Updates

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

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

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

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

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

### Reports

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

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

# Proposal

Prepared By: Lisa Hockenberry  
Phone: (469) 731-0860  
Email: lhockenberry@lexipol.com

Quote #: Q-47033-1  
Date: 10/24/2022  
Valid Through: 1/22/2023

## Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 10,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins	USD 16,105.56	USD 16,105.56
	<b>Subscription Line Items Total</b>		<b>USD 16,105.56</b>
			<b>USD 16,105.56</b>
		<b>TOTAL:</b>	<b>USD 16,105.56</b>

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Jack Doheny Companies, Inc. - \$560,123.02 - Purchase vacuum truck

<b>Background:</b>
<p>The combination single engine sewer cleaner with hydrostatic driven system (Vac-Truck) will be an essential piece of equipment. This truck will help West Chester Township continue to be environmental stewards specifically with respect to the maintenance of storm water infrastructure.</p> <p>This multi-purpose vehicle has the ability to perform additional activities associated with service operations such as daylighting utilities, spill cleanup, etc.</p> <p>Proactive management of storm catch basin clean outs are important to prevent sediment from entering waterways (i.e. Mill Creek).</p> <p>Currently the Township must rely on other agencies to provide equipment when needed due to limitations with existing fleet/equipment.</p> <p>Due to supply chain issues, not purchasing this vehicle in 2022 will result in delays until late 2024.</p> <p>The Roads Division solicited quotes for a Vac-Truck and have selected Jack Doheny Companies, Inc. Community Services requests a Purchase Order in the amount of \$560,123.02 from ARPA funds.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	No;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222826	<b>Total Encumbrance:</b>	\$ 560,123.02



**Date: 10/12/2022**  
**Branch: 1400**

**Combination Single Engine Sewer Cleaner with Hydrostatic Driven Vacuum System Mounted on a  
Heavy Duty Truck Chassis**



**Sourcewell Contract #101221-VTR**

**West Chester Township  
9577 Beckett Rd. Suite 900  
West Chester, OH 45069  
513/777-8765**

**PROPOSAL ID: 18119**  
**BM ID: 2022-49801**

**DOHENYCOMPANY.COM**

2022			List	Selected
1	2115i-SE1	2100i Single Engine Fan, Single Stage, 15 yrd Debris, Combo	\$ 296,046.00	\$ 296,046.00
1	2018i	Additional Water, 1500 Gal Total	\$ 4,923.00	\$ 4,923.00
1	3002iSTD	Vacuum, Single Engine - Single Stage Fan	STD	STD
1	5002iA	80 GPM/2500 PSI Jet Rodder pump	STD	STD
1	009iSTD	Under Engine Toolbox	STD	STD
1	011iSTD	Aluminum Fenders	STD	STD
1	012iSTD	Mud Flaps	STD	STD
1	014iSTD	Electric/Hydraulic Four Way Boom	STD	STD
1	016iSTD	Color Coded Sealed Electrical System	STD	STD
1	019iASTD	Intuitouch Electronic Package	STD	STD
1	020iSTD	Double Acting Hoist Cylinder	STD	STD
1	025iASTD	Handgun Assembly	STD	STD
1	026iSTD	Ex-Ten Steel Cylindrical Debris Tank	STD	STD
1	030iSTD	Flexible Hose Guide	STD	STD
1	032iSTD	(3) Nozzles with Carbide Inserts w/Rack	STD	STD
1	045iSTD	Suction Tube Storage	STD	STD
1	046iSTD	1" Nozzle Pipe	STD	STD
1	048iSTD	10' Leader Hose	STD	STD
1	1001iSTD	Flat Rear Door w/Hydraulic Locks	STD	STD
1	1005iSTD	Dual Stainless Steel Float Shut Off System	STD	STD
1	1024iSTD	Debris Body Vacuum Relief System	STD	STD
1	1031iSTD	Debris Deflector Plate	STD	STD
1	1033iSTD	60" Dump Height	STD	STD
1	1041iSTD	Debris Body-Up Message and Alarm	STD	STD
1	2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	STD	STD
1	2011iSTD	3" Y-Strainer at Passenger Side Fill with 25' Fill Hose	STD	STD
1	2022iSTD	Additional Water Tank Sight Gauge	STD	STD
1	2023iSTD	Liquid Float Level Indicator	STD	STD
1	3019iSTD	Digital Water Pressure Gauge	STD	STD
1	4000iSTD	180 deg. Non-Extending Boom	STD	STD
1	4006iSTD	Front Joystick Boom Control	STD	STD
1	4010iSTD	Boom Hose Storage	STD	STD
1	4017iSTD	Boom Out of Position Message and Alarm	STD	STD
1	5011iSTD	3" Y-Strainer @ Water Pump	STD	STD
1	5015iSTD	Midship Handgun Coupling	STD	STD
1	5022iSTD	Side Mounted Water Pump	STD	STD
1	6005iDSTD	Digital Hose Footage Counter	STD	STD
1	6007iSTD	Hose Reel Manual Hyd Extend/Retract	STD	STD
1	6009iSTD	Hose Reel Chain Cover	STD	STD
1	6020iBSTD	Hydraulic Extending 15", Rotating Hose Reel, 1" x 800' Capacity	STD	STD
1	6017iSTD	Hydraulic Tank Shutoff Valves	STD	STD
1	7001iSTD	Tachometer/Chassis Engine w/Hourmeter	STD	STD
1	7003iSTD	Water Pump Hour Meter	STD	STD
1	7004iSTD	PTO Hour Meter	STD	STD
1	7005iSTD	Hydraulic Oil Temp Alarm	STD	STD
1	7006iSTD	Tachometer & Hourmeter for Centrifugal Compressor	STD	STD
1	8000iSTD	Circuit Breakers	STD	STD
1	8025iSTD	LED Lights, Clearance, Back-up, Stop, Tail & Turn	STD	STD
1	9002iSTD	Tow Hooks, Front	STD	STD
1	9002iSTD	Tow Hooks, Rear	STD	STD

Customer Initials: \_\_\_\_\_

1	9003ISTD	Electronic Back-Up Alarm	STD	STD
1	S390BSTD	7" Vacuum Pipe Package	STD	STD
1	S560STD	Emergency Flare Kit	STD	STD
1	S590STD	Fire Extinguisher 5 Lbs.	STD	STD
1	1003i	Debris Body Washout	\$ 1,851.00	\$ 1,851.00
1	1007i	6" Rear Door Butterfly Valve, 3:00 position	\$ 987.00	\$ 987.00
1	1009i	Internally Mounted Trash Pump	\$ 12,894.00	\$ 12,894.00
1	1014i	Centrifugal Separators (Cyclones)	\$ 6,471.00	\$ 6,471.00
1	1015iG	Folding Pipe Rack, Curbside, 7" Pipe	\$ 1,285.00	\$ 1,285.00
1	1015iAB	Folding Pipe Rack, Streetside, 7" Pipe	\$ 1,285.00	\$ 1,285.00
1	1015iBKSTD	Fixed Rear Door Pipe Rack, 7" Pipe	STD	STD
1	1016iASTD	Subframe Mounted, 2-Pipe Rack, 7"	STD	STD
1	1022i	Rear Door Splash Shield	\$ 1,885.00	\$ 1,885.00
1	1023i	Lube Manifold, with Lube Chart	\$ 2,800.00	\$ 2,800.00
1	2004i	Continuous Water Tank Fill	\$ 2,109.00	\$ 2,109.00
1	2006i	Air Purge	\$ 1,585.00	\$ 1,585.00
1	3020i	Digital Water Level Indicator	\$ 825.00	\$ 825.00
1	3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	\$ 1,106.00	\$ 1,106.00
1	4016i	180 deg. 10' x 15' Rapid Deployment Boom	\$ 26,438.00	\$ 26,438.00
1	4011iB	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display	\$ 3,812.00	\$ 3,812.00
1	4013i	Rotatable Boom Inlet Hose	\$ 695.00	\$ 695.00
1	4016iA	Heavy Duty RDB Hose	\$ 1,797.00	\$ 1,797.00
1	5008iB	Cold Weather Recirculator, PTO Driven, 25 GPM	\$ 2,103.00	\$ 2,103.00
1	5010iA	Rodder System Accumulator - Jack Hammer on/off Control at Hose Reel	\$ 959.00	\$ 959.00
1	5015i	Handgun Couplers, Front and Rear	\$ 741.00	\$ 741.00
1	5021iC	Hydro Excavation Kit - Includes Lances w/ Shield, Nozzles, Storage Tray, and Vacuum Tube	\$ 3,188.00	\$ 3,188.00
1	5023i	Fan Flushout System	\$ 612.00	\$ 612.00
1	5029iA	RDB Washout Coupling	\$ 129.00	\$ 129.00
1	6002iB	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD	\$ 1,111.00	\$ 1,111.00
1	6004iB	Hose Wind Guide (Dual Roller), Auto, Indexing	\$ 4,601.00	\$ 4,601.00
1	6004iD	Rodder Hose Pinch Roller	\$ 1,704.00	\$ 1,704.00
1	6014i	High Pressure Hose Reel	\$ 1,789.00	\$ 1,789.00
1	6019i	Rodder Pump Drain Valves	\$ 600.00	\$ 600.00
1	6031i	Front Hose Reel Tool Storage	\$ 360.00	\$ 360.00
1	8001iJ	Rear Directional Control, LED Arrowboard	\$ 3,112.00	\$ 3,112.00
1	8002iA	Wireless, Waterproof, Rechargeable, Handheld, LED Spot Light w/12V Charger	\$ 435.00	\$ 435.00
1	8020iE	Lighting Package, 6 Federal Signal Strobe Lights	\$ 1,895.00	\$ 1,895.00
1	8027i	LED Mid-Ship Turn Signals	\$ 653.00	\$ 653.00
1	8028i	Worklights (2), LED, Boom	\$ 966.00	\$ 966.00
1	8029i	Worklights (2), LED, Rear Door	\$ 784.00	\$ 784.00
1	8029iA	Worklight, LED, Operators Station	\$ 719.00	\$ 719.00
1	8029iB	Worklight, LED, Hose Reel Manhole	\$ 719.00	\$ 719.00
1	8029iC	Worklight, LED, Curb Side	\$ 713.00	\$ 713.00
1	8029iD	Worklight, LED, Street Side	\$ 713.00	\$ 713.00
1	9021iB	Camera System, Front, Rear and Both Sides	\$ 1,825.00	\$ 1,825.00
1	9023i	Safety Cone Storage Rack - Drop in Style	\$ 198.00	\$ 198.00
1	9070iB	Long Handle Tool Storage	\$ 422.00	\$ 422.00
1	9071iE	Toolbox, Behind Cab - 16w 30h x 96d	\$ 3,813.00	\$ 3,813.00

Customer Initials: \_\_\_\_\_



1	9072iB	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d	\$ 1,932.00	\$ 1,932.00
1	9075iB	Toolbox, Driver Side Subframe, 48w x 20h x 12d	\$ 1,776.00	\$ 1,776.00
1	i112STD	Module Paint, DuPont Imron Elite - Sanded Primer Base	STD	STD
1	i116	Door Stripe Material, Reflective Tape	\$ 724.00	\$ 724.00
1	i124STD	Vactor 2100i Body Decal, Standard	STD	STD
1	LOGO-APPL.	Vactor/Guzzler Logos - Applied	STD	STD
1	500655B-30	Vactor Standard Manual and USB Version - 1 + Dealer	STD	STD
1	Chassis- Mod	Chassis Modifications Charges	\$ 200.00	\$ 200.00

**Chassis:**

1	PSFT370A-E	Freightliner 114SD Tandem Axle Chassis, 370HP Engine	\$ 124,626.72	\$ 124,626.72
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**Non-Sourcewell Options:**

Sale Price

1	400080	Bulldog Rotating Nozzle	\$ 3,400.00	\$ 3,400.00
1	04060	KBR RotoJet	\$ 1,080.00	\$ 1,080.00
1	60100L	Longer Chisel	\$ 970.00	\$ 970.00
1	1001857	Ripsaw Rotating Nozzle	\$ 270.00	\$ 270.00
1	Option	Auto Lube Chassis and Module	\$ 6,875.00	\$ 6,875.00
1	Option	Telma Retarder (Braking System)	\$ 13,860.00	\$ 13,860.00
1	Option	Chassis Upgrade to Dana Rear Axles with Pump, 200 amp Alternator & (3) Heavy Duty Batteries	\$ 7,500.00	\$ 7,500.00

**Paint:**

Module Paint Match Cab - Yes  
Module Paint Color - White  
Cab Paint Color - White  
Door Stripe Color - Blue

**Sourcewell Build-Proposal Summary**

<b>Module/Options Total:</b>	<b>\$ 408,290.00</b>
Options Sourcewell Discount 3%:	\$ 12,248.70
<b>Module/Options Total per Sourcewell Price Schedule:</b>	<b>\$ 396,041.30</b>
Non Sourcewell Options Total:	\$ 33,955.00
<b>Total with Module and All Options:</b>	<b>\$ 429,996.30</b>
Chassis:	\$ 124,626.72
<b>Total with Module, Options, and Chassis:</b>	<b>\$ 554,623.02</b>
Vactor Material Surcharge:	\$ -
<b>Total with Module, Options, Chassis and Surcharge:</b>	<b>\$ 554,623.02</b>
Freight and PDI:	\$ 3,500.00
Field Training:	\$ 2,000.00
<b>Freightliner Chassis Total:</b>	<b>\$ 560,123.02</b>

Customer Initials: \_\_\_\_\_

**Optional Western Star Chassis in lieu of Freightliner**

**Chassis:**

1	PSFT370A-E	Western Star 47X Tandem Axle Chassis, 370HP Engine	\$ 147,035.68	\$ 147,035.68
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**Sourcewell Build-Proposal Summary**

<b>Module/Options Total:</b>	<b>\$ 408,290.00</b>
Options Sourcewell Discount 3%:	\$ 12,248.70
<b>Module/Options Total per Sourcewell Price Schedule:</b>	<b>\$ 396,041.30</b>
Non Sourcewell Options Total:	\$ 33,955.00
<b>Total with Module and All Options:</b>	<b>\$ 429,996.30</b>
Chassis:	\$ 147,035.68
<b>Total with Module, Options, and Chassis:</b>	<b>\$ 577,031.98</b>
Vector Material Surcharge:	\$ -
<b>Total with Module, Options, Chassis and Surcharge:</b>	<b>\$ 577,031.98</b>
Freight and PDI:	\$ 3,500.00
Field Training:	\$ 2,000.00
<b>Western Star Chassis Total:</b>	<b>\$ 582,531.98</b>

**Terms and Conditions**

**\*\*\*Surcharges or rate increases issued by manufacturer that affect this quote following quote acceptance, but prior to order delivery, will be the responsibility of Buyer. Any surcharge or increase that is applied to this purchase will be applied at same cost as issued by manufacturer.\*\*\***

Acceptance of this Proposal is subject to availability of the Equipment listed above.

Sales Price does not include any applicable sales taxes. Buyer is responsible for and agrees to pay all applicable sales tax.

The Sale of New Equipment Terms and Conditions are incorporated into and made a part of this Proposal upon acceptance and execution of this Proposal by both parties.

Execution of this Proposal by Seller and Buyer constitutes a binding agreement between the parties.

If this Proposal is not executed by both parties within thirty (30) calendar days from the Proposal Date, this Proposal shall become null and void, unless subsequently executed by both Buyer and Seller.

**Following quote acceptance, customer will receive a Build Specification Acknowledgement via DocuSign. This must be reviewed and signed within 14 days of receipt to confirm and secure order.**

Thank you for your consideration of this proposal.

Sincerely yours,

**Rob Stineman**

Rob Stineman  
Regional Sales Representative  
513/673-9708

[RobStineman@dohenycompany.com](mailto:RobStineman@dohenycompany.com)

Customer Initials: \_\_\_\_\_

***This proposal becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers.***

Customer: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Customer Initials: \_\_\_\_\_

## SALE OF NEW EQUIPMENT (N3) TERMS AND CONDITIONS

1. **THE AGREEMENT.** Jack Doherty Companies, Inc., (the "Seller") agrees to sell, transfer and convey its right, title and interest in the new goods, equipment, vehicles and/or other new items (collectively, the "Equipment") described in Seller's written Invoice for the Sale of New Equipment (the "Invoice") to the Buyer subject to the terms and conditions contained herein, which are incorporated into the Invoice, agreed to by the parties hereto, and together consists of the entire agreement between the Seller and Buyer (collectively, the "Agreement"). The Agreement shall be for the benefit of the Seller and Buyer and not for the benefit of any other person or entity. Prior courses of dealing, trade usage and verbal agreements not reduced to a writing signed by the Seller and Buyer, to the extent they differ from, modify, add to or change from the Agreement shall not be binding on the Seller.
2. **TERMS OF PAYMENT.**
  - 2.1 **Payment Date.** All payments for the Equipment are due from Buyer on the date of the invoice unless other terms are agreed to in writing between Seller and Buyer. Payment shall be made to Seller at the address specified in the Agreement, without any offset or deduction for any reason.
  - 2.2 **Shipping Delays.** If any shipment is delayed at the request of Buyer, payment shall become due based on the date Seller is prepared to make shipment, and Seller may invoice Buyer based on such date. All prices for Equipment are F.O.B. Seller's shipping point.
  - 2.3 **Delinquent Payments.**
    - 2.3.1 Any payment not made by Buyer on or before its due date shall be subject to a late charge on any unpaid balance at a rate of 18% per annum, or the highest interest rate allowed by law, whichever is greater.
    - 2.3.2 If a payment is not made on or before its due date, Buyer agrees that Seller may elect, in addition to any other remedy at law or in equity, to cease performance under the Agreement and any other agreement between Buyer and Seller until such payment is rendered to Seller.
3. **DELIVERY.** Seller does not guarantee delivery dates.
4. **RISK OF LOSS.** Buyer assumes all risk of loss of Equipment upon delivery by Seller to carrier if Equipment is shipped. For Equipment that is shipped, Seller agrees to: (a) prepare the Equipment for shipment to Buyer; (b) deliver custody of the Equipment to carrier; (c) make appropriate arrangements for the transportation to carrier; and deliver documents to enable Buyer to obtain possession of the Equipment. Seller shall not be obligated to obtain insurance or to prepay transportation/carrier costs for the Equipment. Buyer agrees to be responsible for and to timely pay all loading, unloading and other charges incidental to transportation of the Equipment. Whether Seller pays transportation charges or not, risk of loss shall pass to Buyer upon delivery of the Equipment to a carrier.
5. **INSPECTION OF EQUIPMENT.** Buyer has inspected the Equipment and is satisfied with the Equipment's condition.
6. **INDEMNIFICATION.** Buyer shall indemnify, hold harmless and release Seller from any and all liabilities, losses, damages, claims, costs and expenses, including attorney fees, arising out of, in whole or in part, from (a) the design, or manufacture of the Equipment; or (b) the use of the Equipment by Buyer and those acting on Buyer's behalf.
7. **MISCELLANEOUS.**
  - 7.1 **No Assignment.** There shall be no assignment of the Agreement by Buyer without the prior written approval of Seller. Any assignment of the Agreement shall not relieve Buyer of its obligations under the Agreement.
  - 7.2 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder, other than a payment obligation, due to any cause beyond its reasonable control including without limitation, acts of God or of the public enemy, including terrorists, acts of the government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected ("Force Majeure Events"); provided that the affected party provides the other party prompt notice of the applicable circumstance and uses commercially reasonable efforts to re-commence performance as promptly as possible; provided, further, that if the duration of such Force Majeure Event exceeds thirty (30) days, the other party may terminate the Agreement upon delivery of written notice to the affected party.
  - 7.3 **Venue.** The parties agree that any dispute under the Agreement shall be brought in the applicable state or federal court located in the county in which the Originating Branch is located and the parties waive any right to a jury trial.
  - 7.4 **Construction and Captions.** The parties acknowledge that each has reviewed the Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any exhibits or amendments hereto; and that section headings appearing in the Agreement are for convenience of reference only and they are not intended, to any extent or for any purpose, to limit or define the text of any section or any subsection hereof. In the event any part of the Agreement is found to be ambiguous, such ambiguity shall not be construed against any party.
  - 7.5 **Entire Agreement.** The Agreement constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.
  - 7.6 **Amendments.** The Agreement may be amended, modified or altered at any time upon the approval of the Seller and Buyer; however, any such amendment must be in writing and signed by the Seller and Buyer in order for such amendment to be of any force and effect.
  - 7.7 **Partial Invalidity.** In the event that any provision of the Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of the Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the parties.
  - 7.8 **Counterparts.** The Agreement and any amendment thereto may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of the Agreement by facsimile or email shall be effective as delivery of an originally executed counterpart of the Agreement.
  - 7.9 **Authority.** Each person(s) executing the Agreement as an agent or in a representative capacity warrants that he or she is duly authorized to do so.

**NO WARRANTY.** SELLER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MARKETABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY HEREBY DISCLAIMED. To the extent allowed by law and those agreements, Seller transfers and assigns to Buyer the Equipment manufacturer's warranties, if any such warranty is provided by the Equipment manufacturer. In no event shall Seller be liable to Buyer for any incidental, consequential, special, exemplary, and/or punitive damages, including without limitations, loss of revenue or profit.



**INVOICE INFORMATION**

---

**Sold to:**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

---

**Ship to:**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Contact** \_\_\_\_\_

**Phone #** \_\_\_\_\_

**Email Address** \_\_\_\_\_

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**PLEASE SELECT TYPE OF BUSINESS**

Environmental \_\_\_\_\_ Petro Chemical \_\_\_\_\_ Gas & Oil \_\_\_\_\_ Sewer & Water \_\_\_\_\_

Industrial Plant \_\_\_\_\_ Utility \_\_\_\_\_ Municipal \_\_\_\_\_ Other \_\_\_\_\_

---

**Customer Signature:**

---



777 Doheny Drive  
Northville, MI 48167

t 248-349-0904  
p 248-349-2774

**TITLE INFORMATION FORM**

**Must be typed.** Please ensure accurate information provided with submission of this document. Any re-issuance of title resulting from inaccurate data may be subject to a \$250.00 processing fee.

**Title Assigned to:**

*(In MI, OH & IN: Must be  
Physical Address)*

*(Name and information for  
purchaser of the unit)*

**Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

\_\_\_\_\_

**Contact**

\_\_\_\_\_

**Phone #**

\_\_\_\_\_

**Email Address**

\_\_\_\_\_

**County:** \_\_\_\_\_

**Fed ID#** \_\_\_\_\_

**Title Mailed to:**

*(Must be Physical Address)*

*(Company or business that will  
be registering the unit)*

**Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

\_\_\_\_\_

**Contact**

\_\_\_\_\_

**Phone #**

\_\_\_\_\_

**Email Address**

\_\_\_\_\_

**Lienholder:**

*(If no lienholder exists,  
'Not Applicable' must be  
notated in Name field)*

**Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

\_\_\_\_\_

**Contact**

\_\_\_\_\_

**Phone #**

\_\_\_\_\_

**Email Address**

\_\_\_\_\_

**Customer Signature:**

\_\_\_\_\_

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
City of Mason - \$62,821.55 - Pave Butler Warren Road between Barret and White Hill (CIP# 1395)

<b>Background:</b>
<p>The section of Butler Warren Road between Barret and White Hill is a shared maintenance between West Chester Township and the City of Mason.</p> <p>The road was scheduled to be repaved and since Mason had a project planned for repairs to the right-of-way, the totality of work was completed and they paid for the full repaving cost. Mason is now invoicing for our half of the pavement cost.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1395		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222873	<b>Total Encumbrance:</b>	\$ 62,821.55

November 1, 2022

Jim Rigsby  
 Road Superintendent  
 West Chester Township  
 9577 Beckett Rd  
 West Chester, Ohio 45069

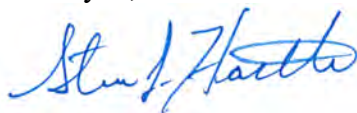
**Re: Reimbursement for the Paving of Butler Warren – Western Row to St. Lawrence/White Hill**

Jim,  
 Quantities for Payment are listed below for half of the paving for Butler Warren – Western Row to St. Lawrence/White Hill:

<i>Item No.</i>	<i>Description</i>	<i>Units This Invoice</i>	<i>Total Amount</i>
254	Pavement Planning	4000 SY @ \$3.40	\$13,600.00
448	Type 1 Surface, PG 64-22, Medium	423 Ton @ \$111.00	\$46,953.00
644	Centerline	0.21 MI @ \$4,150	\$ 913.50
644	Edgeline	0.43 MI @ \$2,275	\$ 978.25
641	RPM	16 EA @ \$23.55	\$ 376.80
<b>Total Amount Due:</b>			<b>\$62,821.55</b>

Please submit the above amount to the **City of Mason.** Please let me know if you have any questions.

Thank you,



Steve Hartke, P.E., S.I.  
 Assistant City Engineer

cc: Kurt Seiler, P.E., City Engineer  
 Joe Newton, Engineering Technician  
 Joe Reigelsperger, Finance Director





# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Ohio Machinery Co. dba Ohio Cat - \$20,000.00 - Rent a compact wheel loader

<b>Background:</b>
<p>The Roads Division is requesting permission from the Board to rent a Caterpillar 914 K wheel loader with a 2.5 yard bucket for just over five months (end of November 2022 through April 2023). The loader is essential to our winter operations in expediting the time it takes to load salt trucks as well as save wear and tear on our backhoe.</p> <p>In prior years, the loader was returned at the end of March. During the 2013 - 2014 winter season, the Roads Division determined it beneficial to keep the loader an additional month (end of April) for use in filling the salt dome at the end of the winter season to be able to begin the next winter season with a filled salt dome. This also allows us to purchase salt at the lower dumped rate.</p> <p>Multiple quotes were solicited and received. Ohio Machinery Co. provided the best pricing and service at a rental cost of \$3,800.00 per month with \$200 delivery and pickup.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222877	<b>Total Encumbrance:</b>	\$ 20,000.00

From: Casey Wiseman <[CTWiseman@ohio-cat.com](mailto:CTWiseman@ohio-cat.com)>  
Date: November 7, 2022 at 10:48:08 AM EST  
To: Brian Adkins <[badkins@westchesteroh.org](mailto:badkins@westchesteroh.org)>  
Subject: 914 RATES

Brian,

The rates are

D-600  
W-1450  
M-3800

*Daily  
Weekly  
Monthly*

\$200 for delivery and \$200 for pickup

Thank you,

Casey Wiseman  
Rental Sales Representative  
Cell: (937) 371-9582  
Office: (513) 612-5600  
Fax: (513) 612-5607  
Email: [CTWiseman@ohio-cat.com](mailto:CTWiseman@ohio-cat.com)



Click the logo above to visit our website



# Cat<sup>®</sup> 914

## COMPACT WHEEL LOADER

### FEATURES:

- **Cat<sup>®</sup> C3.6 Engine** – EU Stage V and U.S. EPA Tier 4 Final compliant.
- **Cat Optimized Z-bar Loader Linkage** – The Cat Optimized Z-bar Loader linkage combines the digging efficiency of a traditional Z-bar with tool carrier capabilities for great performance and versatility. With parallel lift and high tilt forces throughout the working range you can safely and confidently handle loads with precise control.
- **Work Tools** – The 914 features the Cat exclusive, Performance Series Buckets, as well as high visibility pallet forks. These tools enhance productivity and are available with either an Integrated Toolcarrier (IT), ISO (wide) and Fusion™ coupler style. Legacy coupler tools such as brooms, grapple buckets, multi-purpose buckets and other work tools remain compatible.
- **Hydraulics and Controls** – State of the art electro-hydraulic system provides low effort, fine control with fast cycle times. All-in-one joystick helps keep eyes on the work. Operator can adjust machine responsiveness with the push of a button, which allows the operator to set up the machine exactly the way they want it based on the application. High Flow option allows for the use of even the most demanding work tools.
- **Tuned Drivetrain** – Smooth shifting and powerful acceleration is matched with modulated hydrostatic braking in the inching/braking pedal, creating a rhythm for material moving. Creeper and electronic engine speed control makes broom and snow blower work easy. Operator tunes between smooth or aggressive shifting with the push of a button.
- **Cab** – All around visibility is further enhanced with the availability of a rearview camera. The deluxe cab ensures operator comfort with a heated, air suspension seat and easy to use controls. Available features such as Implement and Hystat Aggressiveness, Ride Control, Lift and Tilt Kickouts, Fork/Bucket mode and Rimpull Control allow the operator to customize the machine via a soft touch keypad.
- **Serviceability** – Extended service intervals and excellent service access make daily checks quick and easy allowing you to get to work sooner.
- **Efficiently Powerful** with its high full turn tipping loads, powerful breakout forces and efficient engine power delivers a balanced solution for all customer applications.
- **Standard Fuel Savings Features** such as Eco Mode, On Demand Cooling Fan, and Auto Engine Idle Shutdown make the 914 both powerful and fuel efficient.

## Specifications

### Engine

Engine Model	Cat <sup>®</sup> C3.6	
Maximum Gross Power:		
Maximum Engine Speed	2,350 RPM	
SAE J1995	83 kW	111 hp
ISO 14396	82 kW	110 hp
ISO 14396 (DIN)	82 kW	111 hp
Rated Net Power:		
Rated Engine Speed	2,200 RPM	
SAE J1349	74 kW	99 hp
ISO 9249	73 kW	98 hp
ISO 9249 (DIN)	73 kW	99 hp
Displacement	3.6 L	220 in <sup>3</sup>
Bore	98 mm	3.86 in
Stroke	120 mm	4.72 in

### Engine (continued)

Maximum Gross Torque:		
SAE J1995	454 N-m	335 lbf-ft
ISO 14396	450 N-m	332 lbf-ft
Maximum Net Torque:		
SAE J1349	446 N-m	329 lbf-ft
ISO 9249	443 N-m	327 lbf-ft

- Engine meets Tier 4 Final/Stage V emission standards.
- Net power advertised is the power available at the flywheel plus front drive implement pump when the engine is equipped with fan, air cleaner, muffler and alternator.





# 914 Compact Wheel Loader

## Buckets

Bucket Capacities – General Purpose	1.3-1.9 m <sup>3</sup>	1.7-2.5 yd <sup>3</sup>
Bucket Capacities – Light Material	2.5-3.5 m <sup>3</sup>	3.3-4.6 yd <sup>3</sup>

## Steering

Steering Articulation Angle (each direction)	40 degrees	
Maximum Flow – Steering Pump	82 L/min	22 gal/min
Maximum Working Pressure – Steering Pump	22 500 kPa	3,263 psi
Steering Cycle Times (full left to full right):		
At 2,350 RPM: 90 RPM steering wheel speed	2.8 seconds	
Number of Steering Wheel Turns – full left to full right or full right to full left	3.75 turns	

## Loader Hydraulic System

Maximum Flow – Implement Pump	148 L/min	39 gal/min
3rd Function, Maximum Flow, Standard	90 L/min	24 gal/min
3rd Function, Maximum Flow, High	120 L/min	32 gal/min
4th Function, Maximum Flow	90 L/min	24 gal/min
Maximum Working Pressure – Implement Pump	28 000 kPa	4,061 psi
Relief Pressure – Tilt Cylinder	34 000 kPa	4,931 psi
3rd Function Maximum Working Pressure	21 000 kPa	3,046 psi
4th Function Maximum Working Pressure	21 000 kPa	3,046 psi

## Hydraulic Cycle Times:

Raise (ground level to maximum lift)	5.2 seconds
Dump (at maximum reach)	1.4 seconds
Rack Back	2.2 seconds
Float Down (maximum lift to ground level)	3.7 seconds
Total Cycle Time	12.5 seconds

## Service Refill Capacities

Fuel Tank	165 L	43.6 gal
Cooling System	21.5 L	5.7 gal
Engine Crankcase	10 L	2.6 gal
Axles:		
Front Center Differential	7.5 L	2.0 gal
Rear Center Differential	7.5 L	2.0 gal
Hydraulic System (including tank)	98 L	25.9 gal
Hydraulic Tank	55 L	14.5 gal
Transmission	3.2 L	0.8 gal
Diesel Exhaust Fluid (DEF) Tank	18 L	4.8 gal

- DEF used in Cat SCR systems must meet the requirements outlined in the International Organization for Standardization (ISO) standard 22241-1.

## Transmission

Forward and Reverse:		
Speed Range 1*	10 km/h	6.3 mph
Speed Range 2*	20 km/h	12.5 mph
Speed Range 3	40 km/h	25 mph

\*Creeper Control allows speed control from a stand still up to 10 km/h (6.3 mph). The Creeper Control will only work in Range 1.

## Tires

Standard Size	17.5 R25 L2 XTLA
Other Choices Include:	17.5 R25 L3 XHA2
	17.5-25 L2/L3 SGL
	17.5-25 L3 HRL D/L-3A
	17.5 R25 L2 Snow
	17.5 R25 Solid

- Other tire choices are available. Contact your Cat dealer for details.
- In certain applications, the loader's productive capabilities may exceed the tire's tonnes-km/h (ton-mph) capabilities.
- Caterpillar recommends that you consult a tire supplier to evaluate all conditions before selecting a tire model.

## Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005

- Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.

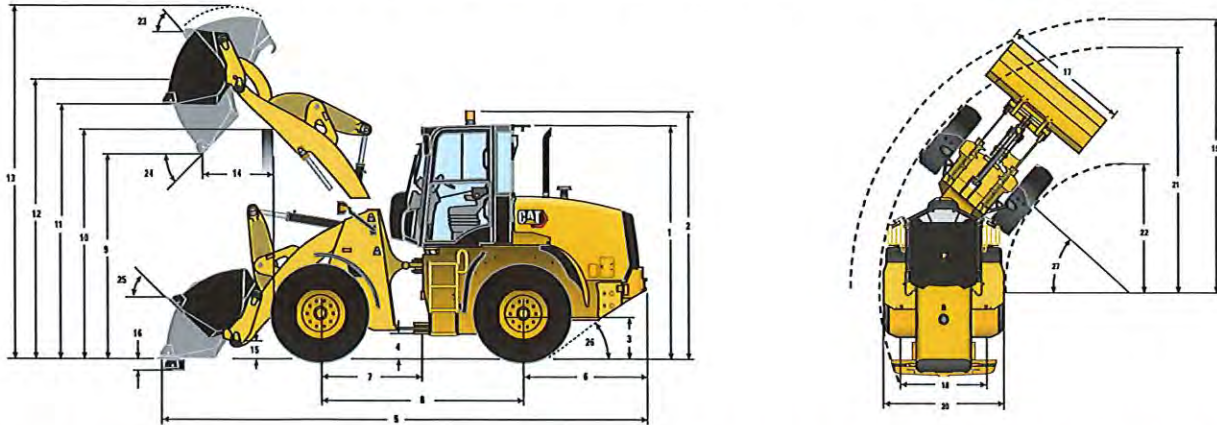
## Axles

Front	Fixed
	Locking differential (standard)
Rear	Oscillating ±11 degrees
	Locking differential (Standard)



# 914 Compact Wheel Loader

## Dimensions and Operating Specifications (All dimensions are approximate. Dimensions vary with bucket and tire choice.)



*Vary with bucket. **Vary with tire.	Standard Lift – IT		Standard Lift – ISO		Standard Lift – Pin On		Standard Lift – Fusion	
	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>	1.6 m <sup>3</sup>	2.1 yd <sup>3</sup>	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>
Bucket @100% fill factor used for below data	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>	1.6 m <sup>3</sup>	2.1 yd <sup>3</sup>	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>
Tire used for below data	17.5 R25 L2 XTLA		17.5 R25 L2 XTLA		17.5 R25 L2 XTLA		17.5 R25 L2 XTLA	
** 1 Height: Ground to Cab	3093 mm	10'1"	3093 mm	10'1"	3093 mm	10'1"	3093 mm	10'1"
** 2 Height: Ground to Beacon	3283 mm	10'9"	3283 mm	10'9"	3283 mm	10'9"	3283 mm	10'9"
** 3 Height: Ground Axle Center	640 mm	2'1"	640 mm	2'1"	640 mm	2'1"	640 mm	2'1"
** 4 Height: Ground Clearance	405 mm	1'3"	405 mm	1'3"	405 mm	1'3"	405 mm	1'3"
* 5 Length: Overall	6428 mm	21'1"	6484 mm	21'3"	6356 mm	20'10"	6548 mm	21'5"
6 Length: Rear Axle to Bumper	1600 mm	5'2"	1600 mm	5'2"	1600 mm	5'2"	1600 mm	5'2"
7 Length: Hitch to Front Axle	1300 mm	4'3"	1300 mm	4'3"	1300 mm	4'3"	1300 mm	4'3"
8 Length: Wheel Base	2600 mm	8'6"	2600 mm	8'6"	2600 mm	8'6"	2600 mm	8'6"
* 9 Clearance: Bucket at 45 Degrees	2775 mm	9'1"	2738 mm	8'11"	2820 mm	9'3"	2652 mm	8'8"
** 10 Clearance: Load Over Height	3315 mm	10'10"	3315 mm	10'10"	3315 mm	10'10"	3315 mm	10'10"
** 11 Clearance: Level Bucket	3446 mm	11'3"	3446 mm	11'3"	3447 mm	11'3"	3377 mm	11'0"
** 12 Height: Bucket Pin	3701 mm	12'1"	3701 mm	12'1"	3701 mm	12'1"	3701 mm	12'1"
** 13 Height: Overall	4674 mm	15'4"	4695 mm	15'4"	4621 mm	15'1"	4593 mm	15'0"
* 14 Reach: Bucket at 45 Degrees	847 mm	2'9"	889 mm	2'10"	790 mm	2'7"	748 mm	2'5"
15 Carry Height: Bucket Pin	317 mm	1'0"	322 mm	1'0"	317 mm	1'0"	327 mm	1'0"
** 16 Dig Depth	90 mm	3.5"	90 mm	3.5"	90 mm	3.5"	189 mm	7.5"
17 Width: Bucket	2401 mm	7'10"	2401 mm	7'10"	2401 mm	7'10"	2401 mm	7'10"
18 Width: Tread Center	1800 mm	5'10"	1800 mm	5'10"	1800 mm	5'10"	1800 mm	5'10"
19 Turning Radius: Over Bucket	5222 mm	17'1"	5240 mm	17'2"	5200 mm	17'0"	5267 mm	17'3"
20 Width: Over Tires	2259 mm	7'4"	2259 mm	7'4"	2259 mm	7'4"	2259 mm	7'4"
21 Turning Radius: Outside of Tires	4741 mm	15'6"	4741 mm	15'6"	4741 mm	15'6"	4716 mm	15'5"
22 Turning Radius: Inside of Tires	2426 mm	7'11"	2426 mm	7'11"	2426 mm	7'11"	2446 mm	8'0"
23 Rack Angle at Full Lift	57 degrees		57 degrees		57 degrees		58 degrees	
24 Dump Angle at Full Lift	47 degrees		48 degrees		48 degrees		46 degrees	
25 Rack Angle at Carry	42 degrees		42 degrees		42 degrees		42 degrees	
26 Departure Angle	33 degrees		33 degrees		33 degrees		33 degrees	
27 Articulation Angle	40 degrees		40 degrees		40 degrees		40 degrees	
*Tipping Load – Straight (ISO 14397-1)	6292 kg	13,867 lb	6149 kg	13,551 lb	6649 kg	14,654 lb	5803 kg	12,789 lb
*Tipping Load – Full Turn (ISO 14397-1)	5265 kg	11,603 lb	5140 kg	11,328 lb	5586 kg	12,312 lb	4892 kg	10,643 lb
*Breakout Force	7357 kg	16,214 lb	6924 kg	15,259 lb	7981 kg	17,589 lb	7090 kg	15,625 lb
*Operating Weight	8646 kg	19,056 lb	8668 kg	19,103 lb	8458 kg	18,641 lb	8821 kg	19,442 lb

Dimensions listed are for a machine configured with bolt-on cutting edges and an 80 kg (176 lb) operator.



# 914 Compact Wheel Loader

## Dimensions and Operating Specifications (All dimensions are approximate. Dimensions vary with bucket and tire choice.)

*Vary with bucket. **Vary with tire.	High Lift – IT		High Lift – ISO		High Lift – Pin On		High Lift – Fusion	
Bucket @100% fill factor used for below data	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>	1.6 m <sup>3</sup>	2.1 yd <sup>3</sup>	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>
Tire used for below data	17.5 R25 L2 XTLA		17.5 R25 L2 XTLA		17.5 R25 L2 XTLA		17.5 R25 L2 XTLA	
** 1 Height: Ground to Cab	3093 mm	10'1"	3093 mm	10'1"	3093 mm	10'1"	3093 mm	10'1"
** 2 Height: Ground to Beacon	3283 mm	10'9"	3283 mm	10'9"	3283 mm	10'9"	3283 mm	10'9"
** 3 Height: Ground Axle Center	640 mm	2'1"	640 mm	2'1"	640 mm	2'1"	640 mm	2'1"
** 4 Height: Ground Clearance	405 mm	1'3"	405 mm	1'3"	405 mm	1'3"	405 mm	1'3"
* 5 Length: Overall	6971 mm	22'10"	7027 mm	23'0"	6899 mm	22'7"	7069 mm	23'2"
6 Length: Rear Axle to Bumper	1600 mm	5'2"	1600 mm	5'2"	1600 mm	5'2"	1600 mm	5'2"
7 Length: Hitch to Front Axle	1300 mm	4'3"	1300 mm	4'3"	1300 mm	4'3"	1300 mm	4'3"
8 Length: Wheel Base	2600 mm	8'6"	2600 mm	8'6"	2600 mm	8'6"	2600 mm	8'6"
* 9 Clearance: Bucket at 45 Degrees	3141 mm	10'3"	3105 mm	10'2"	3188 mm	10'5"	3025 mm	9'11"
** 10 Clearance: Load Over Height	3429 mm	11'2"	3429 mm	11'2"	3429 mm	11'2"	3429 mm	11'2"
** 11 Clearance: Level Bucket	3800 mm	12'5"	3799 mm	12'5"	3800 mm	12'5"	3730 mm	12'2"
** 12 Height: Bucket Pin	4055 mm	13'3"	4055 mm	13'3"	4055 mm	13'3"	4055 mm	13'3"
** 13 Height: Overall	5027 mm	16'5"	5048 mm	16'6"	4974 mm	16'3"	4947 mm	16'2"
* 14 Reach: Bucket at 45 Degrees	1083 mm	3'6"	1127 mm	3'8"	1029 mm	3'4"	1003 mm	3'3"
15 Carry Height: Bucket Pin	483 mm	1'6"	455 mm	1'5"	483 mm	1'6"	471 mm	1'6"
** 16 Dig Depth	273 mm	10.7"	273 mm	10.7"	272 mm	10.7"	373 mm	1'2.7"
17 Width: Bucket	2401 mm	7'10"	2401 mm	7'10"	2401 mm	7'10"	2401 mm	7'10"
18 Width: Tread Center	1800 mm	5'10"	1800 mm	5'10"	1800 mm	5'10"	1800 mm	5'10"
19 Turning Radius: Over Bucket	5471 mm	17'11"	5484 mm	17'11"	5448 mm	17'10"	5525 mm	18'1"
20 Width: Over Tires	2259 mm	7'4"	2259 mm	7'4"	2259 mm	7'4"	2259 mm	7'4"
21 Turning Radius: Outside of Tires	4741 mm	15'6"	4741 mm	15'6"	4741 mm	15'6"	4716 mm	15'5"
22 Turning Radius: Inside of Tires	2426 mm	7'11"	2426 mm	7'11"	2426 mm	7'11"	2446 mm	8'0"
23 Rack Angle at Full Lift	59 degrees		60 degrees		59 degrees		60 degrees	
24 Dump Angle at Full Lift	44 degrees		44 degrees		44 degrees		42 degrees	
25 Rack Angle at Carry	49 degrees		49 degrees		50 degrees		50 degrees	
26 Departure Angle	33 degrees		33 degrees		33 degrees		33 degrees	
27 Articulation Angle	40 degrees		40 degrees		40 degrees		40 degrees	
*Tipping Load – Straight (ISO 14397-1)	5497 kg	12,114 lb	5390 kg	11,879 lb	5797 kg	12,775 lb	5088 kg	11,213 lb
*Tipping Load – Full Turn (ISO 14397-1)	4567 kg	10,066 lb	4474 kg	9,860 lb	4841 kg	10,669 lb	4201 kg	9,258 lb
*Breakout Force	7466 kg	16,456 lb	7024 kg	15,481 lb	8100 kg	17,853 lb	7180 kg	15,823 lb
*Operating Weight	8946 kg	19,717 lb	8968 kg	19,765 lb	8758 kg	19,302 lb	9121 kg	20,103 lb

Dimensions listed are for a machine configured with bolt-on cutting edges and an 80 kg (176 lb) operator.



The following information applies to the machine at the time of final manufacture as configured for sale in the regions covered in this document. The content of this declaration is valid as of the date issued; however, content related to machine features and specifications are subject to change without notice. For additional information, please see the machine's Operation and Maintenance Manual.

For more information on sustainability in action and our progress, please visit <https://www.caterpillar.com/en/company/sustainability>.

## Engine

- The Cat® C3.6 engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
  - Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to:
    - ✓ 20% biodiesel FAME (fatty acid methyl ester)
    - ✓ 100% renewable diesel, HVO (hydrotreated vegetable oil) and GTL (gas-to-liquid) fuels
- Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.

## Air Conditioning System

- The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 1.0 kg (2.2 lb) of refrigerant which has a CO<sub>2</sub> equivalent of 1.430 metric tonnes (1.57 tons).

## Paint

- Based on best available knowledge, the maximum allowable concentration, measured in parts per million (PPM), of the following heavy metals in paint are:
  - Barium < 0.01%
  - Cadmium < 0.01%
  - Chromium < 0.01%
  - Lead < 0.01%

## Sound Performance

With cooling fan speed at maximum value:

Operator Sound Pressure Level (ISO 6396:2008) – 77 dB(A)\*

Exterior Sound Power Level (ISO 6395:2008) – 103 dB(A)\*\*

Exterior Sound Pressure Level (SAE J88:2013) – 101 dB(A)\*\*

\*Measurements were conducted with properly installed and maintained cab doors and windows closed.

\*\*The labeled sound power level for the CE and UK marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC and UK Noise Regulation 2001 No. 1701.

## Oils and Fluids

- Caterpillar factory fills with ethylene glycol coolants. Cat Diesel Engine Antifreeze/Coolant (DEAC) and Cat Extended Life Coolant (ELC) can be recycled. Consult your Cat dealer for more information.
- Cat Bio HYDO™ Advanced is an EU Ecolabel approved biodegradable hydraulic oil.
- Additional fluids are likely to be present, please consult the Operations and Maintenance Manual or the Application and Installation guide for complete fluid recommendations and maintenance intervals.

## Features and Technology

- The following features and technology may contribute to fuel savings and/or carbon reduction. Features may vary. Consult your Cat dealer for details.
  - Engine Idle Shutdown
  - Advanced Electro Hydraulics
  - Engine Demand Fan
  - ECO Mode
  - Hydrostatic Transmission
  - Programmable Linkage Sensors and Kickouts
  - Performance Series Buckets and Optimized Z Bar Linkage
  - Rimpull
  - Remote Flash and Remote Troubleshoot

## Recycling

- The materials included in machines are categorized as below with approximate weight percentage. Because of variations of product configurations, the following values in the table may vary.

Material Type	Weight Percentage
Steel	60.41%
Iron	27.24%
Nonferrous Metal	2.77%
Mixed Metal	0.71%
Mixed-Metal and Nonmetal	0.80%
Plastic	1.16%
Rubber	2.46%
Mixed Nonmetallic	0.04%
Fluid	1.82%
Other	2.59%
Uncategorized	0%
Total	100%

- A machine with higher recyclability rate will ensure more efficient usage of valuable natural resources and enhance End-of-Life value of the product. According to ISO 16714 (Earthmoving machinery – Recyclability and recoverability – Terminology and calculation method), recyclability rate is defined as percentage by mass (mass fraction in percent) of the new machine potentially able to be recycled, reused, or both.

All parts in the bill of material are first evaluated by component type based on a list of components defined by the ISO 16714 and Japan CEMA (Construction Equipment Manufacturers Association) standards. Remaining parts are further evaluated for recyclability based on material type.

Because of variations of product configurations, the following value in the table may vary.

Recyclability – 95%







# 914 Compact Wheel Loader

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For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8247-01 (10-2020)  
Replaces AEHQ8247  
Build Number: 14A  
(EU, Am North, ANZP, Japan)



# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Requisition Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
MC Equipment LLC dba W. A. Jones Truck Bodies and Equipment - \$12,894.00 - Purchase replacement plow for salt truck

<b>Background:</b>
<p>This replacement plow is for a 2001 International front line salt truck that has a broken plow that needs to be replaced.</p> <p>The Roads Division solicited quotes for a replacement plow and have selected MC Equipment LLC.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222876	<b>Total Encumbrance:</b>	\$ 12,894.00

# W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

[www.wajonestruckequipment.com](http://www.wajonestruckequipment.com)

11/2/2022

West Chester Twp  
Attn: Doug Pyle  
9577 Beckett Road  
Suite 900  
West Chester, OH 45069  
RE: Cash and Carry Plow

## Snow Plow

**Buyers SnowDogg 10'x42" Reversible Snow Plow**  
Trip Edge Moldboard with Torsion Style Trip Springs  
Moldboard Powdercoated Orange  
(6) ½"x3" Flame Cut Reinforcing Ribs  
Full Width 4"x4"x3/8" Pushframe  
(8) Moldboard to Pushframe Pivot Points  
4"x4"x3/4" Bottom Angle  
4"x10" Double Acting Reversing Cylinders  
2" Greasable King Pin  
Cushion Valve to Protect Angling Cylinders  
Structural A-Frame Installed on Top of Semi-Circle  
10'x5/8"x6" Standard Highway Punch Cutting Edge  
Orange Plow Markers  
Rubber Snow Deflector  
Parking Jack Installed  
Oscillating Pin and Loop Style Hitch

**\$12,894.00**

Pricing Does Not Include Installation But Does Include Delivery to West Chester Twp Garage

Estimated Delivery 21-30 Days After Receipt of Order

1171 South Williams Dr.  
Columbia City, IN 46725  
Phone: 260-244-7661

[www.wajonestruckequipment.com](http://www.wajonestruckequipment.com)

# W.A. Jones

Truck Bodies and Equipment

Columbia City, IN

[www.wajonestruckequipment.com](http://www.wajonestruckequipment.com)

Due to the current volatility of the steel market, prices are not guaranteed past 30 days from date of quote. The chassis supplied for this quote requires a N/A CA with clean frame rails, PTO provision, and stationary grille. Pricing includes pick up and delivery of completed unit unless otherwise noted.

Due to current Federal Emissions Standards, WA Jones will not be held responsible for any chassis that requires exhaust modification. WA Jones will not be held responsible for relocating chassis components that interfere with mounted equipment unless prior documentation is received prior to order. Warranty period of 12 months from receipt of completed truck covering all parts and labor.

We appreciate the opportunity to provide you with a quote for this project. Please feel free to contact me with any questions.

Regards,

Paul Sackett  
Municipal Sales Representative  
614-595-7394 mobile  
[paulsackett@wajonestruckequipment.com](mailto:paulsackett@wajonestruckequipment.com)

1171 South Williams Dr.  
Columbia City, IN 46725  
Phone: 260-244-7661

[www.wajonestruckequipment.com](http://www.wajonestruckequipment.com)

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Personnel Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Approve Collective Bargaining Agreements between West Chester Township Board of Trustees and Fraternal Order of Police, Lodge 186 October 1, 2022 - September 30, 2025

<b>Background:</b>
<p>Administration and FOP leadership began negotiating the renewal of the Collective Bargaining Agreements (CBA) between West Chester Township and FOP Lodge 186 in late September. We held several negotiation sessions, and eventually ended negotiations at impasse. One mediation session was held, and the parties were able to come to an agreement on all open items.</p> <p>The teams worked to reach final tentative agreements that were beneficial to both sides, and FOP Lodge 186 voted on and approved the tentative agreements. The agreements presented to the Trustees are equitable and fair, providing reasonable benefit to both the Township and the Union. A summary of the most impactful changes are below.</p> <p>Wage Increases: Annual wage increases are slightly above the average increases being awarded to other similar units in the region; and a base wage adjustment will be provided in 2024. These measures ensure West Chester continues to attract top candidates as the public safety candidate pool shrinks. West Chester Township's financial outlook is favorable, and current funding will sustain the wage increases. The annual wage increases are as follows:</p> <ul style="list-style-type: none"><li>• 2022: 4%</li><li>• 2023: 3.5%</li><li>• 2024: 3%; \$1,000 base wage adjustment for Patrol Officers</li></ul> <p>Health Insurance: The Platinum level health insurance plan was eliminated, and a guaranteed level of supplemental benefits was provided. The health insurance premium share for the remaining two health insurance plans remain the same.</p> <ul style="list-style-type: none"><li>• Gold Plan: 15%</li><li>• HDHP w/HSA: 15%</li><li>• HSA funding: 50% deductible</li><li>• HRA funding: 100% deductible</li><li>• FSA funding: up to \$500</li></ul> <p>Retention Pay: Increase retention pay from \$75 to \$100 per year for each year worked after 5 years of service. Retention pay can be used for marketing to lateral hires.</p> <p>Clothing Allowance: Increase plainclothes clothing allowance from \$800 to \$1,000 per year and eliminate receipt requirement. It has been almost 15 years since an adjustment has been made to this benefit.</p> <p>Special Duty Pay: Process special duty assignment compensation (ex. officers at special events; officers providing security at Lakota games, etc.) through payroll and invoice the relevant business. This will improve administrative efficiency and provide some financial benefit to the employee.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Personnel Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Hire Nicole Depena to the position of Police Officer effective November 21, 2022 at the biweekly rate of \$2,521.34

<b>Background:</b>
<p>The West Chester Police Department would like to request Trustee approval to hire Nicole Depena as a full-time police officer. The hiring of Nicole Depena will fill one police officer vacancy.</p> <p>Nicole Depena’s effective date of hire will be November 21, 2022, at the biweekly rate of \$2,521.34 with a one-year probationary period contingent upon successful completion of applicable testing and procedures.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00





**WEST CHESTER TOWNSHIP  
ADMINISTRATION**  
9113 Cincinnati-Dayton Road  
West Chester, OH 45069-3840

T | 513-777-5900  
F | 513-779-9369

[westchesteroh.org](http://westchesteroh.org)

November 8, 2022

Nicole Depena

Dear Nicole,

I am pleased to make a final offer of employment for the position of Police Officer for West Chester Township. Although your official appointment will be November 15, 2022 at a regular West Chester Board of Trustees' meeting with an effective hire date of November 21, 2022, the commitment to you regarding compensation, benefits, and related provisions is outlined herein.

**General**

Position:	Police Officer
Employer:	West Chester Township
Effective Hire Date:	November 21, 2022
Probationary Period:	Three hundred sixty-five (365) calendar days from the first day that Employee reports to work as a certified peace officer.

**Compensation**

Base Salary:	\$65,554.84 (Step 1) Annually
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**Benefits/Other Provisions**

Medical/Dental/Vision:	Employee may elect to receive medical benefits unless benefits can be or are currently obtained elsewhere. If eligible, plan options are currently offered with employee premium share currently at 15% or 17% for medical. The plan options and employee premium share are subject to Employer discretion.
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Insurance Waiver:	Employee may elect to receive a \$2,000 annual stipend in lieu of Employer-offered medical coverage.
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Voluntary Insurance(s)	Available at Employee cost; coverage may be elected even if medical insurance is denied.
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Pension:	Employee and Employer shares as determined by Ohio Public Employee Retirement System
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Deferred Compensation:	Plan provided at current federal maximum contribution.
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Leave:	Vacation: As granted to all full-time contract employees
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after successful completion of probationary period;  
Holidays Ten established holidays  
Personal Three (3) days annually  
Sick Ten hours accrued monthly;  
Please refer to the current FOP Collective Bargaining Agreement

Longevity Pay At Employer's discretion, seventy-five dollars per year after five years of continuous service

Life Insurance: At Employer's discretion and as provided to other Employees - currently \$50,000 term life per Collective Bargaining Agreement

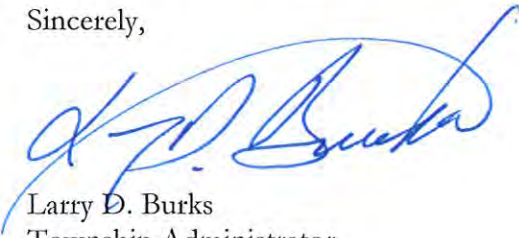
Disability: As provided under Public Employee Retirement System.

Performance Merit Increase: Please refer to the current FOP Collective Bargaining Agreement

Professional Development: As budgetary circumstances permit and when approved at the discretion of the Police Chief.

If you have any questions or need clarification on any item regarding the compensation package, please contact Tonya Pointer at 513-759-7213.

Sincerely,



Larry D. Burks  
Township Administrator

cc: Chief Herzog

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Personnel Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Hire Michael Leach to the position of Laborer Operator effective November 7, 2022 at the hourly rate of \$19.40

<b>Background:</b>
<p>The West Chester Community Services Department requests Trustee approval to hire Michael Leach as a full-time Laborer Operator.</p> <p>Michael Leach's effective date of hire was November 7, 2022, at the hourly rate of \$19.40 per the collective bargaining agreement with a one-year probationary period.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00



**WEST CHESTER TOWNSHIP  
ADMINISTRATION**

9113 Cincinnati-Dayton Road  
West Chester, OH 45069-3840

T | 513-777-5900  
F | 513-779-9369

[westchesteroh.org](http://westchesteroh.org)

October 18, 2022

Michael Leach

Dear Michael,

I am pleased make a final offer of employment for the position of Laborer Operator for West Chester Township. Although your official appointment will be November 15, 2022 at a regular West Chester Board of Trustees' meeting with an effective hire date November 7, 2022, the commitment to you regarding compensation, benefits, and related provisions is outlined herein.

**General**

Position:	Laborer Operator
Employer:	West Chester Township
Effective Hire Date:	November 7, 2022
Probationary Period:	365 days commencing on Hire Date
Normal Schedule:	Monday – Friday 7:00am – 3:30pm, 30 min unpaid lunch

**Compensation**

Base Salary:	\$19.40 Per Hour
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**Benefits/Other Provisions**

Medical/Dental/Vision:	Employee may elect to receive medical benefits unless benefits can be or are currently obtained elsewhere. If eligible, plan options are currently offered with employee premium share currently at 15% or 17%. The plan options and employee premium share are subject to Employer discretion.
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Insurance Waiver:	Employee may elect to receive a \$2,000 annual stipend in lieu of Employer-offered medical coverage. Amount is subject to change at Employer's discretion.
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Pension:	Employee and Employer shares as determined by Ohio Public Employee Retirement System
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Deferred Compensation:	Plan provided at current federal maximum contribution.
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Leave:	Vacation As granted to all full-time contract Employees**
	Holidays Eleven (11) established holidays



Personal Twenty-four (24) hours annually; you will receive twenty-four hours on your hire date for you to use during your probationary period \*\*  
Sick Ten (10) hours accrued monthly

\*\*after completion of probationary period

Longevity Pay At Employer's discretion, seventy-five dollars (\$75.00) per year after five (5) years of continuous service

Life Insurance: At Employer's discretion and as provided to other Employees - currently \$50,000 term life

Disability: As provided under Public Employee Retirement System.

Step/Merit Increase: Please refer to the current AFSCME Collective Bargaining Agreement

Continuing Education: Please refer to the current AFSCME Collective Bargaining Agreement

If you have any questions or need clarification on any item regarding the compensation package, please contact me.

Sincerely,



Larry D. Burks  
Township Administrator

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Business Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Motion to create a Small Business Revitalization Grant Program, with initial funding of \$100,000 defined as part of the 2022 annual operational budget (CIP# 1812)

<b>Background:</b>
<p>Small businesses are an important part of the West Chester economy. Small business owners are passionate about their businesses and are dedicated to the community they serve. Through the SPARK Grant, West Chester will partner with these entrepreneurs to make visible, impactful change that invigorates the small business community across the Township.</p> <p>The SPARK Grant is a financial incentive program designed to meet the unique needs of small businesses. Property owners or tenants can apply for funding to make improvements that enhance the business, as well as the aesthetic of the neighborhood.</p> <p>Applicants must be locally-owned private businesses or not-for-profit organizations located in West Chester Township. Eligible projects include external/facade improvements such as: exterior painting, exterior public space, hardscape, signage or exterior lighting, and demolition of an existing building. The full project description and eligibility criteria are attached.</p> <p>The SPARK Grant program requires annual renewal by the Board of Trustees with annual available resources for distribution defined as part of the annual operational budget. The initial funding request is capped at \$100,000.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Operational		
	<b>CIP #:</b>	1812		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222878	<b>Total Encumbrance:</b>	\$ 100,000.00



# SPARK

## Small Business Revitalization Grant Program

West Chester was founded by strong-willed entrepreneurs who farmed the land and sought opportunities to determine their own destiny; the SPARK Grant celebrates that same spirit today. As part of West Chester Township's commitment to support the unique needs of small business, the Township has adopted a financial incentive program for owners or tenants to make improvements at the front door that enhance the business, as well as the aesthetic of the neighborhood. West Chester partners with these entrepreneurs to make visible, impactful change invigorating their business and small business corridors across the Township.

\*The Township Board of Trustees may, at any time, amend or discontinue this initiative. The SPARK grant program requires annual renewal by the Board of Trustees with annual available resources for distribution defined as part of the annual operational budget.

Application Periods: December 1, 2022 through February 28, 2023

*Award Announcements: March 15, 2023*

April 1, 2023 through June 30, 2023

*Award Announcements: July 19, 2023*

August 1, 2023 through October 31, 2023

*Award Announcements: November 22, 2023*

Eligibility: Locally-owned private businesses and not-for-profit organizations located in West Chester Township are eligible to apply for funding.

Applicants for participation in the program must meet the following eligibility criteria:

- Applicants must be property owners or tenants (tenants must have written approval from property owner) prior to initial application submission.
- Applicants must be in compliance with all federal, state and local laws and regulations.
- Business may not have more than 30 Full Time Equivalent (FTEs) employees.
- Applicants are eligible for only one SPARK grant award per calendar year. If a business applies for and is awarded grant funding in more than one year, the grant award will be reduced by 25% in each subsequent year. Eligible businesses are permitted to receive no more than four grant awards.

Eligible Projects: Small Business Revitalization Grants will be awarded to projects that enhance existing businesses and beautify West Chester neighborhoods through aesthetic improvements to exterior features/facade of an existing business or encourage redevelopment of a land parcel. Examples of potential projects are: exterior painting, exterior public space, hardscape, signage or exterior lighting, and demolition of an existing building.

Applications will not be accepted to finance improvements which were subject to a previous building permit or which are already completed.

Applicants must submit photos of the project area, drawings of the proposed project, and at least two estimates for work to be performed.

Financial Assistance: The Township's contribution will be in the form of a reimbursement grant ranging from \$1,000-\$10,000. The grant amount will be determined by strength of the application. The application scoring criteria will focus on: quality of the design proposal, location, job creation, impact to the larger business neighborhood, costs associated with the project, and the amount of private contribution the applicant will leverage beyond the requested funds. These guidelines are subject to change as financial constraints make any such changes necessary.

Grant funding will only be awarded for materials and services provided by a third party. If work is completed by the applicant, funding will be considered only for the cost of materials.

Program Procedures:

1. **Pre-Application Meeting** -- The Economic Development Manager is available to meet with applicant before submission to review the applicant's plans per the program requirements and determine eligibility. The applicant will be provided with general guidance as to whether the proposed project is likely to qualify for program funds and whether the applicant is sufficiently prepared to move forward to submit the application. This step is not required for grant consideration, but is recommended.
2. **Application Submission** – Applications for SPARK grants will only be accepted online. The application is available at [www.westchesteroh.org/SPARK](http://www.westchesteroh.org/SPARK). All supporting documentation must be uploaded electronically.
3. **Grant Application Review** – Once received, applications and the supporting documents will be reviewed by the Economic Development Manager for completeness and eligibility. Complete and eligible applications will be date stamped. Applications will be reviewed in order received.
  - a. If an application is incomplete, the applicant will have until the final day of the “application period” to provide required information. If the missing information is not provided, the applicant will have to re-apply for funding.
  - b. Complete applications submitted outside the stated “application period” will be held for consideration in the next available application period.
4. **Grant Awards** – Complete applications will be reviewed and scored by a review committee according to the set criteria for the program. Awards will be announced on the dates assigned to the specific application period.
5. **Approved Project Construction & Improvements** – SPARK Grant recipients may begin improvements immediately after noticed. Once improvements are complete (must be completed within six (6) months of award letter, unless the Award Committee grants a written extension), the Economic Development Manager will inspect the project to ensure intended work is complete and the SPARK Grant recipient submits proof of expenses for reimbursement from West Chester Township.



6. **Grant Award** - Approved grant funding will be distributed through ACH. A fully completed ACH authorization form is required to process grant applications. Any grant funding received is taxable income. All grant recipients will receive a 1099.
7. **Progress of Work** – Recipients are required to permit West Chester Township to follow progress of project with video/photos to share with the community and to post a temporary sign (provided by West Chester Township) noting they are a SPARK grant recipient.

**Questions:** Call or email Economic Development Manager Katy Kanelopoulos for more information or to schedule a pre-application meeting: [KKanelopoulos@westchesteroh.org](mailto:KKanelopoulos@westchesteroh.org) or 513-759-7325

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Business Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to accept quote from Woodhull LLC for provision of document archiving not to exceed \$101,133.03; and, authorize Township Administrator to negotiate all documents necessary to effectuate and execute contract, with Law Director approval (CIP# 1520)

<b>Background:</b>
<p>In conjunction with ongoing process improvements and records management, Township Administration is ready to move forward with document archiving. The Township realizes the importance of the publics' records and strictly adheres to the Public Record Schedules. CIP# 1520 was created and Administration has thoroughly vetted what a large project like this will involve.</p> <p>The file room on the lower level of 9113 Cincinnati Dayton Road is full of boxes with Administration, Finance and Human Resource records.</p> <p>Several quotes were solicited for document archiving (document back scanning). Two of the three vendors were able to survey the room. Both vendors estimated approximately 250 banker boxes or 600,000 to 800,000 pages needing scanned. The other vendor provided a quote based on the number of boxes/pages.</p> <p>Woodhull LLC was found to fully meet the needs of this large project. Woodhull is located in West Chester and has been in business 25 years. A project manager will be assigned to this project overseeing transportation, conversion, access to documents and re-assembly or shredding. All employees at the facility are background checked as well. Another benefit is knowing the publics' records are safe and in good hands.</p> <p>This Purchase Order includes a 10% contingency for a total of \$101,133.03.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP		
	<b>CIP #:</b>	1520		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S222808	<b>Total Encumbrance:</b>	\$ 101,133.03



**RICOH**  
imagine. change.

## Records Imaging & Conversion Services

Version 20220701

*Prepared for:*

# West Chester

— OHIO —

 **Woodhull**  
Copiers Printers Software Solutions

**RICOH**



**Michael Gregory**  
Senior Solutions Specialist

9032 Union Centre Blvd.  
West Chester, OH 45069

[www.woodhullusa.com](http://www.woodhullusa.com)  
office 513.860.0705  
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[mgregory@woodhullusa.com](mailto:mgregory@woodhullusa.com)

 **Woodhull**  
Copiers Printers Software Solutions



### **Reservation of Rights**

In response to your RFP or invitation, we are pleased to submit this proposal for your consideration. We recognize your right to negotiate and approve the terms and conditions of any contract following award and respectfully reserve the right to do the same. We acknowledge that all contract terms and conditions must be mutually agreed upon by both of us. Our proposal represents our commitment with respect to pricing, equipment specifications and service levels and contemplates that both parties reserve the right to review and negotiate appropriate and mutually acceptable terms and conditions in the exercise of good faith. As is customary for transactions of this type, our proposal is based upon the information provided by you and the assumptions set forth in our response, and any changes to such information or assumptions may, if material, require modification. Upon award, we will be pleased to work with you to promptly finalize mutually acceptable contract terms and, if applicable, provide copies of appropriate contract forms for that purpose.

### **Proprietary and Confidential Statement**

The enclosed materials are proprietary to Ricoh, and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh. These materials summarize a proposed equipment and/or services solution. They are intended for informational purposes only to assist you in your evaluation of Ricoh as a potential business partner. These materials do not represent an offer or a binding agreement.

West Chester Township  
9113 Cincinnati-Dayton Road  
West Chester, Ohio

**Avra Joffe**

Major Accounts



513.484.2530

Thank you for your interest in Ricoh, the premier provider of high-volume document imaging and conversion services, as a potential partner for document processing services.

As part of desired partnership outlined in prior discussions, Ricoh USA, Inc. has prepared the following proposal to detail conversion services for West Chester Township specific to digital imaging. In this proposal, Ricoh will provide recommendations that include services for the operational processes to convert paper files to electronic images. Ricoh has outlined the Project scope and estimated costs for this Project Based engagement. The estimated service costs outlined in this document are based on Ricoh's experience and preliminary information received from Client.

Ricoh owns and operates the largest network of secure scanning centers nationwide performing image capture of over 3.2 billion pages of paper and microform last year alone. For over twenty-six years, Ricoh's Document Imaging Services' primary mission has been to accurately capture images from any media (e.g., paper, large format drawings, microfilm, microfiche, aperture cards, electronically stored information, etc.) and deliver them to our clients in a hard-copy or a database-ready format.

Our emphasis on quality, performance, mutual project success while maintaining confidentiality and chain of custody has translated into thousands of satisfied customers who have entrusted Ricoh with their legal, PHI, PII, HIPAA and business-critical documents.

Our technology and labor infrastructure, coupled with our experience within your industry on comparable projects, uniquely positions Ricoh to deliver a superior work product under budget and within deadline.





## Ricoh Digital Imaging Services Overview

Ricoh has been providing fast, secure, local scanning of virtually any type or size of documents for more than 25 years. Ricoh's unique strengths include:

### Standardized Process and Services

			
<b>Transport Originals</b>	<b>Conversion Services</b>	<b>Access Anytime, Anywhere</b>	<b>Re-Assembly or Shredding</b>
Chain of Custody and Secure Transportation of paper or film Records to Ricoh BIS Facilities	Capture services from Logical Document Determination, to OCR, Indexing and naming of PDFs using AI and Manual QC	The secured, mobile-enabled hosting platform provides secure FTP access anytime, from any device.	Original records may be re-assembled with several options for return shipment or securely shredded upon request

### Professional Conversion Services

Through our national network of processing centers, we have the capacity to scan more than 50 million pages per month. This reinforces our proven track record as the nation's largest provider of document imaging services.

### Security and Confidentiality

Ricoh's procedures and protected facilities are designed to ensure that your documents will be kept secure and confidential through the entire project. Each employee has completed a background check, drug testing, and confidentiality agreements. Ricoh trains its processing center staff relative to HIPAA standards for handling confidential healthcare-related documents.

### Imaging Expertise and Best Practices

Organizations outsource scanning operations to gain access to expertise and best practices. Using one of our document processing centers, Ricoh consistently delivers world-class service and results by understanding our customers' unique business requirements and applying best practices to meet those needs. Additional details are provided herein.

### Turnkey Project Management

Ricoh assigns an experienced project manager and operations team to every imaging project, so projects proceed as planned, and clients have a single point of contact for regular communication. Additional details are provided herein.

### Universal Imaging Capabilities

Ricoh supports a wide range of industry-standard and vendor-specific input and output formats. Ricoh has the experience and expertise to provide a seamless data conversion to migrate existing images and metadata to a new document management system while minimizing conversion costs. **Ricoh also provides roll microfilm, microfiche, and aperture card scanning services.**

## Ricoh Security Measures

Ricoh has developed a methodology based on more than a quarter-century of experience that provides our clients a consistent deliverable from any of our Business Information Services Source (BIS Source) locations across the country. These time-tested, documented procedures are rigorously enforced through a continuing education and audit process for both our managers and production staff.

### Chain of Custody

We understand the risk associated with the movement of your documents. We track all documents throughout the process - from initial pickup through to delivery - via a documented chain of custody. We collect signatures of release and acceptance whenever all or portions of your materials leave our processing operation. At the completion of the process, you will sign off that you have received all of your materials. Our chain-of-custody process has been designed to document the custody of all customer materials, regardless of type, from release to Ricoh to return. This process enables us to track the location of all materials throughout the process.

#### Protect.

We simplify interactions to protect our customers' businesses — and enhance both internal and external customer experiences.

#### Manage.

We simplify everyday processes as we manage, interpret and route critical information throughout the digital transformation journey.

#### Connect.

We capture data and transform it into meaningful, actionable business insights — so you can make more informed decisions.

### Document Handling and Confidentiality

Each of our employees has completed a background check, drug testing and signed a confidentiality agreement. Ricoh BIS professionals are experienced in handling, disassembling, and reassembling clients' important legal files. Our BIS staff is also trained relative to HIPAA and HITECH standards for handling confidential healthcare-related documents.

### Security at Every Level

We employ strict protocols for handling data and other confidential information. All BIS Source locations are tightly secured, and our staff goes through rigorous confidentiality and security training and background checks. Your data, whether electronically stored information or paper, is protected physically within our centers, and all converted electronic data is subject to multilevel security through encryption and firewalls. Each BIS Source location has a business continuity plan documented and on file.

### Disaster Recovery

Each of our BIS Source locations has a business continuity plan outlining the procedures for that location. Those plans are reviewed and updated quarterly. Additionally, Ricoh's infrastructure mitigates risk associated with data loss and sustained production downtime because Ricoh has BIS Source locations across the country, all adhering to the same policies and procedures and using the same production equipment. We have redundancy built into each of our production conversion processes. If a disaster were to strike our local office, we would personally move all of the work to a nearby office (designated "hot site").



## Scope of Services

### Volume & Condition Specifications

This Client currently is NOT an Onsite Managed Services Client with Ricoh and is seeking Offsite BIS services for this project. This project will NOT include Ricoh's Intelligent Business Platform (IBP) Library for Capture & Conversion Services.

Ricoh will pick up the boxes from designated customer facility

- Assumes 1 trip for pick up with Ricoh shredding upon completion.
  - Client will provide boxes.
  - Client will prepare and box documents for shipment.
- Distance is assumed to be 225 miles (one-way) from Ricoh Processing Center
  - Transportation details are outlined in Appendix B
  - Customer Pickup Address is: 9113 Cincinnati-Dayton Road West Chester, Ohio 45069

### Project Details

- Total of 1 Record Type Populations:
  - Record Type / Population # 1 – Basement – Variety of boxes, and filing cabinet drawers, and binders.
    - The boxes are generally 100% full
- Overall total estimated quantity is 852,500 pages to be scanned as PDF
  - Drawers and loose files should be converted to file boxes (1.2cf) prior to transport

### Transportation, Processing Location & Schedule

- Offsite Transportation may be provided by the Client or may be purchased from Ricoh.
  - For Details and Discussion Topics for Transportation, see Appendix B
- Offsite scanning is provided at Ricoh's secured scanning center(s) in the United States, specifically:
  - Hartford, CT
  - Atlanta, GA
  - Cleveland, OH
  - Houston, TX
- Project commencement is estimated to begin within one week of receipt of an executed Statement of Work and/or Customer Order Authorization.
- Chain of custody is documented upon pick-up/delivery and a Ricoh representative will transfer confidential client documents to a secure imaging center for preparation and scanning.
- Ricoh will retain electronic images on Ricoh production server(s) throughout the project for up to thirty (30) days after final delivery. After thirty (30) days from delivery of data and images, Ricoh is not responsible for maintaining any archival image or data information in connection with the delivery.

## Record Type Population 1 Specifications

The Record Type 1<sup>st</sup> Population consists of the following:

### Capture Specifications

- **Population #1: Record Type / Population Name: Basement**
  - Estimated number of file boxes (1.2cf): 132 total
    - Estimated qty UP TO 11"x17" in dimension: 2,500 Pages per file boxes (1.2cf)
    - Estimated qty OVER 11"x17" up to 36"x48" in size: 0 per\_file boxes (1.2cf)
    - Percent of duplex pages: 0%
    - Percent of B&W originals: 100%
    - Percent of color originals: 0%
    - Total anticipated image count: 330,000 images.
    - Total number of resulting electronic files: 2,376 PDFs created
    - Barriers per box: 700-899 Barriers
  - Data file will be provided by the Client containing all index values: No
  
  - Estimated number of bankers boxes (2.4cf): 87 total
    - Estimated qty UP TO 11"x17" in dimension: 5,000 Pages per bankers boxes (2.4cf)
    - Estimated qty OVER 11"x17" up to 36"x48" in size: 0 per\_bankers boxes (2.4cf)
    - Percent of duplex pages: 0%
    - Percent of B&W originals: 100%
    - Percent of color originals: 0%
    - Total anticipated image count: 435,000 images.
    - Total number of resulting electronic files: 1,305 PDFs created
    - Barriers per box: 700-899 Barriers
  - Data file will be provided by the Client containing all index values: No
  
  - Estimated number of standard filing cabinet drawers: 25 total
    - Estimated qty UP TO 11"x17" in dimension: 3,500 Pages per standard filing cabinet drawers
    - Estimated qty OVER 11"x17" up to 36"x48" in size: 0 per\_standard filing cabinet drawers
    - Percent of duplex pages: 0%
    - Percent of B&W originals: 100%
    - Percent of color originals: 0%
    - Total anticipated image count: 87,500 images.
    - Total number of resulting electronic files: 1,900 PDFs created
    - Barriers per box: 700-899 Barriers
  - Data file will be provided by the Client containing all index values: No
  
- Paper Logical Document Determination is based on the outermost physical barrier.
  - Examples: Acco clips, staples, paperclips, bands, folders, each folder, or physical file etc.
  - This population will require removal or bursting by Ricoh prior to scanning
- All document pages on this population are anticipated to include:
  - Standard letter, legal, and tabloid/11x17

### Paper Condition

- This population will NOT require Archival Handling ("Glasswork") based on understanding that documents currently ARE in a condition that is suitable for loading into a document handler/feeder for scanning.



## Processing Location

- Processing will occur in no other locations than those listed below, without Client approval.
  - Imaging of source media will be performed at Select Ricoh's or Ricoh's business partner's processing center(s) located in the Continental United States
  - Index capture from images will be performed at Ricoh's or Ricoh's business partner's processing center(s) located in India.
  - Final conversion processing of images and index data will be performed in Ricoh's AWS Amazon cloud

## Image Capture Specifications

- Population pages delivered to Ricoh will be imaged
  - Document preparation is defined as Heavy Prep.
  - Document reassembly is defined as No Reassembly.
- Capture is based on multi page images in PDF format.
- A Quality Control process will take place at the time of scanning to ensure accuracy.
  - Image quality checking is defined as Statistical/Sample QC.
- Ricoh will capture originals based on the following:
  - Originals will be scanned at a resolution of 300 dots per inch (dpi).
  - Resolution higher than 300 dpi will require custom quotation from Ricoh Operations
- Files will be delivered as multi-page PDF images.
  - Capture of black & white originals as bi-tonal (b&w) images.
  - Capture of color originals, (ie: charts, photographs, etc) as bi-tonal (b&w) images.

## Paper Index Capture Specifications

- Final indexing requirements will capture 1 total field
- Ricoh will capture of the following File Level index fields.
  - **FOLDER CAPTURE**
    - ✓ Ricoh needs to scan the paper folder itself to capture index values: No
  - **FIELD 01**
    - ✓ Field Name: Folder/File Tab Title
    - ✓ Field Size: 11-35
    - ✓ Field Type: Alphanumeric
    - ✓ Field Format: Handwritten
    - ✓ Value is located on folder tab/binder covers.
- File naming will be based on indexed fields, as follows: (Provide Examples for each Population)
  - 2002 Legal Operations.PDF
  - 1651/21\_Easement.PDF
  - **ADVANCED INDEX SERVICES**
    - ✓ Project requires merging and/or splitting of PDFs: No
    - ✓ Project requires database or spreadsheet lookup for naming of PDFs: No

## Delivery of Images

- Final conversion requirements will include:
  1. Converting 852,500 pages to 5,581 electronic PDF files
- OCR (Optical Character Recognition)
  - OCR will be performed on all images of paper-based populations to create searchable PDFs.
- Resultant images and indexed data will be delivered to Ricoh -provided FTP/sFTP.

## Original Media

Original Media for this project will be shredded by Ricoh

## Unit Pricing Table

The table below, including the "estimated pre-tax total", is calculated based on the aggregate of all unit pricing multiplied by the corresponding quantities for the services outlined above. The "estimated pre-tax total" is not a fixed cost estimate and is intended solely as a general guideline for anticipated cost(s). **Ricoh will invoice for actual volumes processed.**

### Population 1

Description
DI - Transportation - Pickup from Customer
DI - Image Capture (Heavy)
DI - QC (Statistical/Sample)
DI - Index Coding Offshore 11 to 35:MP
DI - OCR
DI - Image Conversion - PDF
DI - FTP Delivery
DI - Shredding (Bankers Box)
DI - (hr) Project Management

### Combined Summary of Estimated Pricing

Image Qty	Description	Estimated Total
852,500	Population 1 - Basement	\$91,939.12

*This is a fee for service engagement and the foregoing Estimated Pre-Tax Total is not a fixed cost, it is merely an estimate of the cost. Pricing does not include shipping costs of disks or drives. Prices are contingent upon analysis of a sampling of source documents and validation of imaging requirements including indexing methodology.*

### **Pricing Notes:**

The foregoing price quotation is valid for 30 days from the date of this proposal. Unit prices are based on the volumes and assumptions as detailed in the *Production Scope & Assumptions* section and are contingent upon analysis of a representative sampling of source media and indexing methodology.

Should the scope or process vary from the assumptions outlined herein, Ricoh reserves the right to submit a revised proposal based on definitions representative of the true project scope and technical requirements. The "Estimated Pre-Tax Total" listed above is calculated based on the aggregate of all unit pricing multiplied by their corresponding quantities. This estimated total is not a fixed cost estimate and is intended solely as a general cost estimate. Ricoh will invoice for actual volumes processed.

Ricoh and Client acknowledge that the services and prices that are offered to Client herein are based on the assumptions contained within this response, and assumptions to be identified by Ricoh during its more detailed evaluation and scope assessment following the engagement contemplated hereunder. All production processing will be executed pursuant to the imaging and coding instructions and instructions contained in this document and in its addenda herein.

If Ricoh determines during the production processing of Client's document collection that the collection deviates from assumptions, Ricoh reserves the right to adjust unit price for the impacted service (effective as of the earliest date that such deviation occurred), and Client agrees to pay Ricoh in accordance with Ricoh's standard terms and conditions for such services. Ricoh will notify Client of its determination of any deviation from the assumptions contained within this response.

### **Assumptions:**

- Archival "Glasswork" imaging would be required in the event the condition of the originals are fragile/antique, hard bound, or the integrity of the document(s) would be compromised by placing them into a mechanized document handler/feeder for scanning.
- Imaging Pricing assumes originals are in good condition without frayed edges, tears, or brittle/antique paper, not requiring Special Handling or use of a carrier sheet to facilitate scanning.
- Optical Character Recognition (OCR) - Provides keyword search capability. Should OCR be requested at a later date, Ricoh will provide a revised quote.
  - a. OCR is not recommended for oversize maps, photo images, drawings, floor plans files, etc.



- b. OCR is not a reliable method for extraction of handwritten, serif font, small type font under 12 point, data in tables or charts, etc. and should not be considered a reliable method for obtaining "searchable" files in larger PDFs. Ricoh cannot guarantee all words and characters will be captured consistently.
  - c. OCR will not be performed on any microform images. Ricoh cannot guarantee the consistency of OCR on microform media.
- If processing exceptions exceed 3% of the total volume, the Change Order Process will be initiated for review and disposition.
  - If returning originals, original media will be returned to Client thirty (30) days after associated image delivery is complete.
  - Upon Request, for a transport fee, originals may be returned to Customer Site, within 30 days of Scan
  - If shredding, original media will be shredded by Ricoh within thirty (30) days after associated image delivery is complete and Ricoh has written Client authorization to proceed with document destruction. If written authorization is not received within 30 days, original media will be returned to Client and will incur additional return shipping fees. Original Images will be shredded based on the schedule of fees outlined herein

## Project Planning

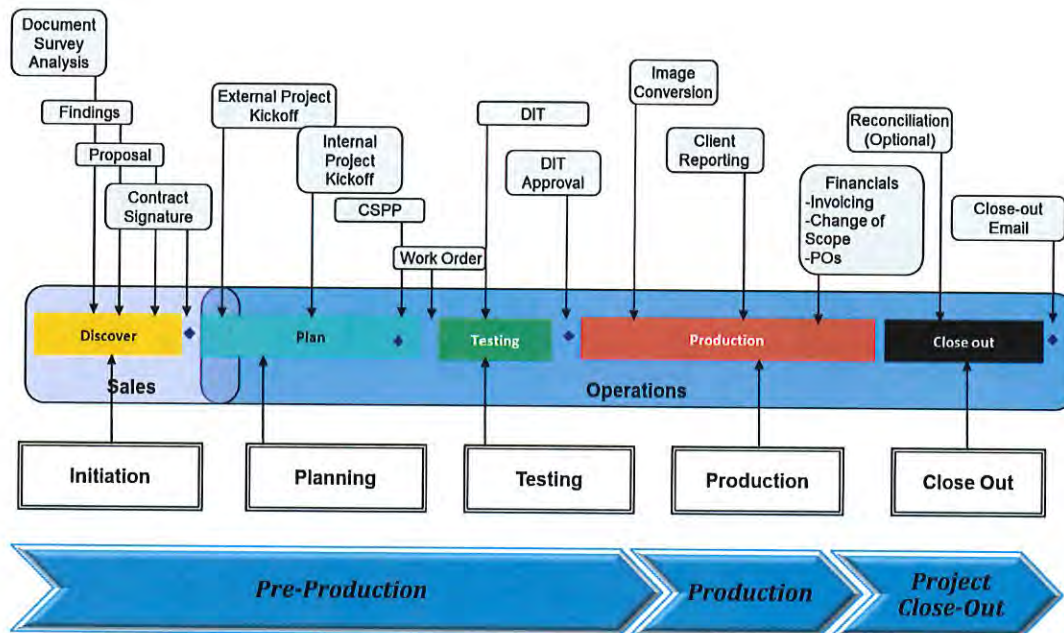
### Project Management

A Ricoh Project Manager will be assigned to plan, direct, and coordinate activities of the project to ensure goals and objectives are accomplished within the prescribed time frame and funding parameters.

Specific responsibilities include, but are not limited to:

1. Reviews project proposals and general requirement documents to determine schedule, manpower, funding, and scope limitations.
2. Develops the basic project plan for executing and controlling the project, including workflow, budget and timeline(s), including the technical specifications with the assistance of the Engineering and Technical staff.
3. Directs the preparation of the plan for organizing, staffing, budgeting, executing and controlling field projects.
4. Interprets and executes written and/or oral job specifications and instructions into project plan.
5. Coordinates with operations effected by project to plan and develop workflow/procedures and manpower needs.
6. Anticipates and mitigates potential risks by maintaining current knowledge of overall project status.
7. Develops clear written strategy guidelines for communication with clear definition of responsibilities and restraints.
8. Acts as additional client communication liaison between operations, engineering, sales, finance and/or technical staff for a project.
9. Communicates issues and suggestions succinctly and clearly so as to be understood by clients and co-workers.
10. Documents conversations, instructions and changes or deviation in work statements and procedures.
11. Proactively informs clients of project status and issues both in verbal and/or written format.
12. Proactively communicates status of projects and issues to relevant stakeholders.
13. Escalates all issues to a higher mgt level at signs of client dissatisfaction with performance of services or expectations.
14. Responsible for the reconciliation of all client materials.

### High-Level Project Plan



\*\* Note: DIT (Data Interchange Test) requires Ricoh ASG Technical Services and client approval which may impact project timeline.



Pre-production activity is targeted to be completed in approximately two to three weeks. Following Customer approval and acceptance of the Conversion Service Project Plan (CSPP), production conversion will commence, and continue over a mutually agreed-on period. The final schedule will be mutually determined between the Ricoh project manager and Customer. Customer will deliver Source Media as necessary to support the planned schedule.

Ricoh's project lifecycle consists of three major phases:

- Pre-production
- Production
- Project close-out

The Ricoh project manager assigned to your account will be responsible for directing all phases and will be the primary point of contact for the entire project. The project manager will execute the operations based on a structured methodology approach. The Ricoh project manager will ensure that each of the phases has mutually agreed upon objectives and deliverable products. Both Ricoh and your organization will have defined responsibilities in each phase, and accordingly both will share in the project success. Transition from one phase of the project to the next shall occur only with Customer expressed approval.

The activities for each phase are described below:

**Pre-Production** —After contract award, Ricoh's project manager will lead a kick-off meeting with Customer. After kick-off, Ricoh begins work with Customer to finalize procedures and quality specifications.

During this phase, the Ricoh project team works with Customer to complete the Conversion Services Project Plan (CSPP) and presents it to Customer for approval. The purpose of the CSPP is to provide a detailed, documented reference for the complete execution of the project. In the plan, the project manager describes in detail all of the logistical, operational and technical requirements, specifications and procedures of the project.

After approval of the CSPP, Ricoh performs a data interchange test (DIT). The DIT is an end-to-end test of workflow and procedures and is performed to verify both the technical and logistical elements of the project. The results of the DIT are to be reviewed by Customer and any required adjustments will be communicated back to Ricoh. Ricoh will not proceed with production until a successful DIT is completed and approved by Customer.

**Production** —With Customer's approval of the interchange test, Ricoh will pick up boxes of files to begin the scanning production and produce deliverable images. The production process will mirror the DIT model.

Ricoh will work with Customer to ensure that the implemented process, scan, index, and import are meeting all of Customer's requirements.

During production, Ricoh will generate monthly reports of production statistics. The format of this report will be developed with Customer but should include totals of documents and images produced and delivered and invoice summaries.

**Close-out** — The Ricoh project manager closes out all open items and issues and performs a final reconciliation. The project manager conducts an end-of-project meeting. Optionally, data reconciliation reports can be produced detailing anomalies, such as documents in database but not delivered, documents delivered but not in database, duplicate documents or indices.

## Appendix A – Definitions

### Document Preparation

#### Client Preparation:

Client performs 100% of the document preparation. This includes removal of all barriers, creation, and insertion of make-ready copies to address contrast issues, fragile pages, small pages that won't feed, etc. Client preparation also includes the unbinding or cutting/trimming of books, pamphlets, etc. that are hard bound, and the insertion of Ricoh-provided barcode sheets, patch sheets, or document coding/indexing sheets. Client preparation requires that all pages are loose.

#### Light Preparation:

Ricoh performs 100% of the preparation and includes the assumptions listed below:

- Documents are 8 ½ by 11" (letter size) up to 11"x17" (tabloid size)
- Ricoh will insert required barcodes and document coding sheets
- 100 barriers (see definition for barrier) with ~25 pages per barrier
- Guidelines are based on average box size (16x12x10 or 1.2cf)

#### Medium Preparation:

Ricoh performs 100% of the preparation and includes the assumptions listed below:

- Documents are 8 ½" x 11" (Letter Size) or 11"x17" (tabloid size)
- Ricoh will insert required barcodes and document coding sheets
- 101-499 barriers (see definition for barrier).
- Guidelines are based on average box size (16x12x10 or 1.2cf)

#### Heavy Preparation:

Ricoh performs 100% of the preparation and includes the assumptions listed below:

- Preparation includes mixed paper sizes
- Ricoh will insert required barcodes and document coding sheets
- 500 barriers (see definition above for barrier) or more in per box
- Guidelines are based on average box size (16x12x10 or 1.2cf)

### Quality Control

#### Basic Quality Control:

Document Scanning Specialist will ensure scanner is cleaned and operating as required. Does not include a page-to-image comparison.

#### Statistical/Sample Quality Control:

Ricoh will complete image to page QC on 10% of the images per box. **Example** - For a box with an images count of 2,500 images - The Ricoh Quality Control Specialist will review (page-to-image comparison) the first 100 images (~4%) of every box, 50 images (~2%) from the middle of the box, and 100 images (~4%) from the end of the box. The quality control process involves the QC Specialist checking for the following items on the ~10% of the population as defined above:

- Ensure all pages defined in the ~10% sampling were scanned
- No missed back sides
- Images are legible to the original
- Images requiring color are scanned per instructions
- Post-it notes handled per instructions
- Physical document breaks captured correctly per instructions

#### Full/Image-to-Page Quality Control:

Quality Control Specialist will:

- Perform page-to-image comparison of every page
- Ensure all pages are scanned
- No missed back sides
- Images are legible to the original
- Images requiring color are scanned per instructions
- Post-it notes handled per instructions
- Physical document breaks captured correctly per instructions



## **Reassembly**

### **No Reassembly:**

All documents will remain loose, not returned to folders or binders. No removal of barcode and document coding sheets is necessary. Paper returned to its original pick-up box/container

- Documents are not reassembled (re-stapled, re-clipped, re-bound, etc.)
- Documents are not returned to original folders or binds
- Documents are placed in original pick-up box/container
- Document order is maintained
- Ricoh may or may not remove barcodes placed in the documents during the preparation process

### **Light Reassembly:**

Re-Assembly includes placing pages into folders (not including placing on prongs or within binder rings) without any staples or clips or any other type of barrier. Ricoh may or may not remove barcode and/or document coding sheets.

### **Medium Reassembly**

Re-Assembly includes placing pages into folders, placing them on prongs or binder rings without any staples or clips or any other type of barrier. Ricoh may or may not remove barcode and/or document coding sheets.

### **Heavy Reassembly:**

Re-Assemble documents as originally received. All barriers replaced as original. Ricoh will remove barcode and document coding sheets.

## Appendix B: Transportation for Physical Records

### Transportation Discussion Details

- The total volume of boxes to be transported will exceed 100 boxes
  - Office Hours (Customer's Local Time): 8:00 – 5:00

### Common Transportation Options

- **Courier (Box Truck or Van)** - For any size shipments and box sizes.
  - Box Truck sizes vary and may be scaled based on qty of boxes to transport

Box trucks are most common. Below are some alternate shipping methods that could help reduce costs, depending on the size and needs of the project:

- **ReloCubes** - For any size shipments and box sizes.
  - Cubes can handle up to 150 standard (1.2 cu ft) boxes per ReloCube.
  - Cubes can be dropped off one day for loading and picked up the next day for transport.
  - ReloCubes are not available at all locations.
  - ReloCubes do not require a loading dock. They take up half of a typical sized parking spot.
  - Locks are not provided, but they can be locked with Customer supplied locks.
    - If using a combination lock, Customer to send the combination to Ricoh PM
  - Multiple ReloCubes may be rented if a loading dock is not available.
    - Less practical if over 300 boxes due to client loading labor requirement
- **Exclusive Use Semi-Trailer** - For larger size shipments (70+) of any box sizes.
  - Commonly chosen for larger projects with multiple populations, longer distances and / or many boxes
  - Require boxes to be on Pallets & shrink wrapped. A loading dock is required.
  - Loading Dock: The Customer Select Loading Dock Type a Loading dock that can handle a 53' trailer
    - Client will NOT provide palletizing / shrink wrap
    - Client will NOT require provide forklift / pallet jack and their own staff to load
    - All answers should be yes to use this option.
      - For pickups in large metropolitan areas where freight traffic is high, a trailer with a lift gate may be requested. In this case, pallets with shrink wrapped boxes are still required but a loading dock is not. A pallet jack would be needed. This is rare.
    - Client may elect to select a specific carrier. However, Client will work directly with them to schedule and procure the service and pay that carrier directly.

## Digital Imaging Services

Security:  
Processing Centers

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### Certifications and Accreditations

Ricoh has various third-party certifications and accreditations:

- Ricoh USA, Inc. is Safe Harbor certified for our processing centers.
- Ricoh has undergone a Service Organization Controls (SOC) Type 2 audit. A copy of the report, issued by PricewaterhouseCoopers, is available upon request.

Keeping your electronic data and documents secure as well as ensuring the privacy of your employees and customer is critical to the success of your business. If your information becomes compromised, the risk to your reputation and overall goodwill — along with potential sanctions and damages — is greater than ever before. Therefore, it is crucial that your documents are entrusted to a partner who understands document and data security and offers proactive solutions to assist you in protecting your information.

Ricoh is that partner. At our processing centers, our training, processes and technology are designed to provide security for your documents throughout the entire engagement, from the point of pickup to final delivery.

### Employee Training & Confidentiality

Ricoh knows that security starts with our employees. Our team is trained and experienced in managing sensitive and confidential documents. We provide focused training on the proper security protocols.

Ricoh's employee training and confidentiality measures include, but are not limited to:

- Annual confidential information training for all processing center employees
- Employee confidentiality agreements
- Company code of ethics
- Pre-employment background checks



## Security: Processing Centers

### Facility Security

Ricoh's processing centers are secured with controlled, restricted and monitored access. Electronically stored information (ESI) and paper are physically protected within our centers and are subject to our data security policies and processes. We also conduct regular and unannounced security audits to review and reinforce compliance.

Ricoh's facility security measures include, but are not limited to:

- A dedicated corporate security team
- Site-specific business continuity plans
- Security leads in each location
- All facilities locked and secured 24/7
- All office access is controlled and monitored
- All guests escorted at all times
- Regular and unannounced security audits
- Clean desk policy
- No personal items allowed in production areas (including cell phones)
- Production areas are controlled and monitored

### Electronic Document Management System Security – DocumentMall™

Ricoh can provide images and index data for import into virtually any commercially available electronic document management system, including DocumentMall from Ricoh - a powerful, Web-enabled document management and storage solution.

DocumentMall security measures include, but are not limited to:

- All data is stored in the data center and is protected from loss, corruption, and unauthorized access
- Physical perimeter and internal defenses designed to protect against unauthorized access to the systems and internal network
- Firewalls and intrusion detection/prevention systems, with monitoring and event logging to evaluate potential threats
- Multi-tiered system architecture to limit access and vulnerabilities due to security breaches
- Redundant storage devices to prevent data loss and ensure integrity
- Regularly scheduled data backups with remote storage of duplicates and a documented recovery plan
- Hardened operating systems on all production machines with regular security patching and vulnerability scanning

### Data Security

Ricoh recognizes the importance of protecting your data and treats all data, regardless of classification, as confidential. Ricoh's processing center team works hand-in-hand with Ricoh's physical and information security teams, as well as legal and audit departments, to ensure that robust, relevant data policies, procedures and processes are always in place.

Ricoh's data security measures include, but are not limited to:

- Secure indexing process
- Dedicated, secure document network
- Production area access is restricted and monitored
- Data transmissions utilize SSL 128-bit encryption or better, including importing and exporting of data
- Application-level security for role-based user access privileges
- Audit logs capture user activities
- Third-party vulnerability assessments performed on routine basis
- Anti-virus management

### Document Security

Ricoh understands the risks associated with the movement of client documents. That's why we track all documents from initial pickup, through the production process, and to delivery through a documented chain of custody. Ricoh offers company-owned vehicles to provide secure local document pickup and delivery services, and we offer encrypted media delivery upon request.

Ricoh's document security measures include, but are not limited to:

- Local pickup and delivery by trained Ricoh employees
- Documents are secured at every point
- Delivery media encrypted upon request; during transportation data is protected using AES 256-bit encryption
- Secure File Transfer Protocol is utilized for electronic data transfers
- Documented chain of custody
- All documents, regardless of classification, are treated as confidential

Visit Ricoh at [www.ricoh-usa.com](http://www.ricoh-usa.com).

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# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Business Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Motion to approve Statutory Resolution 33-2022 Approving a Petition for Special Assessments for Special Energy Improvement Projects and a Plan for Public Improvements; and Approving the Necessity of Acquiring, Constructing, and Improving Certain Public Improvements in the Township in Cooperation with the I-75 Energy Special Improvement District

<b>Background:</b>
<p>The State of Ohio authorizes the establishment of Energy Special Improvement Districts (ESID) to implement Property Assessed Clean Energy (PACE) financing options for businesses looking to make major investments in energy efficient upgrades. ESIDs are governed by a Board of Directors created to manage business requests and ensure the projects meet all qualifications of the PACE terms.</p> <p>PACE Financing offers commercial property owners the opportunity to leverage property assessment financing to pay for energy efficiency and renewable energy projects. PACE is designed to assist commercial property owners with access to affordable, extended term financing for both new construction and energy related improvements for their buildings.</p> <p>In order for businesses to qualify for PACE funding options, they must be geographically located within the boundaries of an ESID. Currently, Monroe, Fairfield and Liberty Townships comprise the participating political subdivisions of the I-75 ESID, which was established in 2020. Full details can be found at <a href="http://www.I75economicdevelopment.org">www.I75economicdevelopment.org</a></p> <p>The various pieces of legislation before the West Chester Trustees will include the addition of the project site within West Chester Township to the existing I-75 ESID and inclusion of West Chester as a participating political subdivision of the I-75 ESID. Doing so will open West Chester businesses to the benefits of PACE funding options as they consider energy efficient upgrades.</p> <p>Prior to bringing this legislation forward, West Chester has engaged legal counsel and the Finance Department to ensure there is very limited risk to West Chester in joining this ESID. This research was undertaken over the past two months and has answered various questions and concerns West Chester had in enacting such legislation.</p> <p>The overall risk to West Chester in joining an ESID is exceptionally low. PACE funds are approved through private lenders and no township funds are exposed or dedicated to such funding in any manner. West Chester simply acts as a middle-man to accept the special assessments collected by Butler County and distribute them to the funding partners. At no time are any West Chester funds exposed to risk. West Chester is not responsible in any manner for defaulted projects and will never be asked to distribute any funds other than those received from Butler County. Projects are not overly common. Since its inception in 2020, the I-75 ESID has only had one application. It simply provides a low-risk tool for West Chester to offer our business community.</p> <p>The legislation to be considered by the Board of Trustees includes levying the special assessments against from the Hyatt House property at VOA Park, as described in a PACE petition received from the property</p>

owner. The developers of this hotel are refinancing and wish to include several energy upgrades as part of this refi. While this project has had noticeable delays due to market forces related to COVID, it is now on track to be completed. The PACE funding will help the developers to complete the project by refinancing existing debt with new debt to be repaid with the PACE special assessments.

West Chester began exploring the idea of ESIDs five years ago when IKEA approached the Township to help complete their solar panel array on the roof of their West Chester location. At that time, IKEA decided to proceed without PACE funds and the idea of a West Chester ESID was shelved. But with the need to stay market-competitive and give our business community all the options that could be available to them, we now request the consideration of this ESID adoption.

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**PETITION FOR SPECIAL ASSESSMENTS FOR  
SPECIAL ENERGY IMPROVEMENT PROJECTS AND AFFIDAVIT**

**A PETITION TO THE TOWNSHIP OF WEST CHESTER, OHIO SEEKING THE IMPOSITION OF SPECIAL ASSESSMENTS AGAINST REAL PROPERTY OWNED BY THE PETITIONER TO PAY THE COSTS OF VARIOUS SPECIAL ENERGY IMPROVEMENT PROJECTS, THE FINANCING OF WHICH WILL SPECIALLY BENEFIT SUCH REAL PROPERTY, INCLUDING A WAIVER OF ALL RIGHTS TO NOTICES, HEARINGS AND APPEALS RESPECTING THE REQUESTED SPECIAL ASSESSMENTS**

To: The Township Administrator and Board of Trustees of the Township of West Chester, Ohio

As of the date of this Petition, HH Liberty Way, LLC, a Delaware limited liability company (the “Petitioner”), is the owner of 100% of the real property described on **Exhibit A** attached to this Petition (the “Property”).

The Board of Directors of the Fairfield, Liberty, Monroe Energy Special Improvement District, Inc. doing business as the I-75 Energy Special Improvement District, Inc. (the “Corporation”), an Ohio nonprofit corporation formed to govern the I-75 Energy Special Improvement District (the “District”), initially created within the boundaries of the City of Monroe, Ohio, has approved a plan (the “Program Plan”) for the purpose of developing and implementing special energy improvement projects, as defined in Ohio Revised Code Section 1710.01(I). The Program Plan is attached to this Petition as **Exhibit C**. The Corporation’s Articles of Incorporation are attached to this Petition as **Exhibit D**.

Pursuant to the Program Plan, the Corporation has caused special energy improvement projects to be provided from time to time. In accordance with Ohio Revised Code Chapter 1710 and the Program Plan, the Program Plan may be amended from time to time by supplemental plans (the “Supplemental Plans”) (the Program Plan and every Supplemental Plan together constituting the “Plan”) to provide for additional special energy improvement projects, and the District may be enlarged from time to time to include additional property so long as at least one special energy improvement project is designated for each parcel of real property within the additional territory added to the District.

The Board of Directors of the Corporation has received or will receive the Supplemental Plan attached to this Petition as **Exhibit B**, including the description of the special energy improvement projects proposed to be constructed or installed on the Property (the “Authorized Improvements”), and related materials in support of the expansion of the District to include the Property.

As required by Ohio Revised Code Section 1710.02, the Petitioner, as the owner of the Property, being 100% of the area proposed to be added to the District and 100% of the area proposed to be assessed for the Authorized Improvements, hereby (a) petitions the Board of Trustees (the “Board of Trustees”) of the Township of West Chester, Ohio (the “Township”) to

(i) approve the addition of the Property to the District and (ii) approve an amendment and supplement to the Plan by the Supplemental Plan to include the Authorized Improvements and (b) requests that (i) the Authorized Improvements be undertaken by the District, and (ii) the total cost of those Authorized Improvements be assessed on the Property in proportion to the special benefits that will result from the financing of the Authorized Improvements.

In connection with this Petition and in furtherance of its purposes, the Petitioner acknowledges that it has reviewed or caused to be reviewed (i) the Program Plan and the Supplemental Plan, (ii) the plans, specifications and profiles for the Authorized Improvements, (iii) the estimate of cost for the Authorized Improvements included in the Supplemental Plan and (iv) the schedule of estimated special assessments to be levied for the Authorized Improvements also included in the Supplemental Plan. The Petitioner acknowledges that the estimated special assessments are in proportion to the benefits that may result from the financing of the Authorized Improvements.

Accordingly, the Petitioner hereby petitions for the construction of the Authorized Improvements identified in this Petition and the Supplemental Plan attached to this Petition as **Exhibit B**, as authorized under Ohio Revised Code Chapter 1710, and for the imposition of the special assessments identified in this Petition and authorized under Ohio Revised Code Chapters 727 and 1710 (the "Special Assessments") to pay the costs of the Authorized Improvements, in the amount set forth on **Exhibit B**. The Petitioner hereby certifies, represents, and warrants to the District and the Township that the actual costs of the Authorized Improvements have been ascertained. The Petitioner further agrees that it will be solely responsible for any costs of the Authorized Improvements in excess of the amount set forth on **Exhibit B**.

In consideration of the Township's acceptance of this Petition and the imposition of the requested Special Assessments, the Petitioner consents and agrees that the Property as identified in **Exhibit A** shall be assessed for all of the costs of the Authorized Improvements, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages; the costs incurred in connection with the preparation, levy and collection of the Special Assessments; the costs of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; trustee fees and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued or incurred to provide a loan or to secure an advance of funds to the owner of the Property or otherwise to pay costs of the Authorized Improvements in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, program administration fees, financing servicing fees, Township fees and expenses, and District administrative fees and expenses; an amount to reflect interest on unpaid Special Assessments which shall be treated as part of the cost of the Authorized Improvements for which the Special Assessments are made at an interest rate which shall be determined by the District to be substantially equivalent to the fair market rate that would have been borne by notes or bonds if notes or bonds had been issued by the District, or another issuer of notes



or bonds to pay the costs of the Authorized Improvements; together with all other necessary expenditures.

In consideration of the Authorized Improvements, the Petitioner, for itself and its grantees and other successors with respect to the Property, agrees to pay promptly all Special Assessments as they become due, and agrees that the determination by Board of Trustees of the Special Assessments in accordance with the terms hereof will be final, conclusive and binding upon the Petitioner and the Property. In further consideration of the Authorized Improvements, the Petitioner covenants and agrees to disclose, upon the transfer of the Property or any portion of the Property to be subject to the Special Assessments for the actual costs of the Authorized Improvements set forth in **Exhibit B** in the deed to the transferee or in a separate instrument recorded with respect to the Property, the existence of any outstanding Special Assessments for the Authorized Improvements and to require that transferee covenant to disclose that information in any subsequent deed or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer so long as the Special Assessments remain unpaid. As a condition to each subsequent transfer while the Special Assessments remain unpaid, the Petitioner further covenants and agrees to provide expressly in the deed to any transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer (a) for the acquisition by the transferee of the Property subject to any outstanding Special Assessments and the transferee's assumption of responsibility for payment thereof and for the waiver by the transferee of any rights that the Petitioner has waived pursuant to this Petition, and (b) the requirement that each transferee from time to time of the Property covenant to include in the deed to any subsequent transferee or in a separate instrument recorded with respect to the Property at the time of the subsequent transfer the conditions described in clause (a) so long as the Special Assessments remain unpaid.

The Petitioner further acknowledges and confirms that the Special Assessments set forth in this Petition and in the Supplemental Plan attached hereto as **Exhibit B** are in proportion to, and do not exceed, the special benefits to be conferred on the Property through the financing of the Authorized Improvements identified in this Petition. The Petitioner further consents to the levying of the Special Assessments against the Property by the Board of Trustees. The Petitioner acknowledges that these Special Assessments are fair, just and equitable and being imposed at the Petitioner's specific request.

The Petitioner hereby waives notice and publication of all resolutions, legal notices, and hearings provided for in the Ohio Revised Code with respect to the Authorized Improvements and the Special Assessments, particularly those in Ohio Revised Code Chapters 727 and 1710 and consents to proceeding with the Authorized Improvements. Without limiting the foregoing, the Petitioner specifically waives any notices and rights under the following Ohio Revised Code Sections:

- The right to notice of the adoption of the Resolution of Necessity under Ohio Revised Code Sections 727.13 and 727.14;
- The right to limit the amount of the Special Assessments under Ohio Revised Code Sections 727.03 and 727.06, including the right to consider the Special Assessments authorized by this Petition within the limitations contained in Ohio Revised Code

Sections 727.03 and 727.06 applicable to the Special Assessments and any other special assessments properly levied now or in the future;

- The right to file an objection to the Special Assessments under Ohio Revised Code Section 727.15;
- The right to the establishment of, and any proceedings by and any notice from an Assessment Equalization Board under Ohio Revised Code Sections 727.16 and 727.17;
- The right to file any claim for damages under Ohio Revised Code Sections 727.18 through 727.22 and Ohio Revised Code Section 727.43;
- The right to notice that bids or quotations for the Authorized Improvements may exceed estimates by 15%;
- The right to seek a deferral of payments of Special Assessments under Ohio Revised Code Section 727.251; and
- The right to notice of the passage of the Assessing Ordinance under Ohio Revised Code Section 727.26.

The Petitioner, in accordance with Ohio Revised Code Section 1710.02(A), further agrees that the Property may be included in more than one district formed under Ohio Revised Code Chapter 1710. The Petitioner further agrees not to take any actions, or cause to be taken any actions, to place any of the Property in an agricultural district as provided for in Ohio Revised Code Chapter 929, and if any of the Property is in an agricultural district, the Petitioner, in accordance with Ohio Revised Code Section 929.03, hereby grants permission to collect any Special Assessments levied against such Property.

The Petitioner further agrees and consents to the Board of Trustees promptly proceeding with all actions necessary to facilitate the acquisition, installation, equipment, and improvement of the Authorized Improvements and to impose the Special Assessments.

The Petitioner acknowledges that the Special Assessments set forth in this Petition and in the Exhibits to this Petition are based upon an estimate of costs, including all financing and other costs described above, and that the final Special Assessments shall be calculated in the same manner based on the final costs, including all financing and other costs described above, which, regardless of any statutory limitation on the Special Assessments, may be more or less than the respective estimated Special Assessments for the Authorized Improvements. In the event the final assessments exceed the estimated assessments, the Petitioner, without limitation of the other waivers contained in this Petition, also waives any rights it may now or in the future have to object to those assessments, any notice provided for in Ohio Revised Code Chapters 727 and 1710, and any rights of appeal provided for in such Chapters or otherwise. The Petitioner further acknowledges and represents that the respective final assessments may be levied at such time as determined by the Township and regardless of whether or not any of the parts or portions of the Authorized Improvements have been completed.

The Petitioner further acknowledges that the final Special Assessments for the Authorized Improvements, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the resolution or ordinance confirming and levying the final assessments and that if any of such assessments are not paid in cash they will be certified to the County Auditor of Butler County, Ohio as provided by law, to be placed on the

tax list and duplicate and collected as other taxes are collected. Notwithstanding the foregoing, however, the Petitioner hereby waives the right to pay the final assessments for the Authorized Improvements in cash within thirty (30) days from the passage of the resolution or ordinance confirming and levying the final assessments and requests that the unpaid final assessments for the Authorized Improvements shall be payable in fifty-six (56) semi-annual installments, with collection commencing on the earliest date permitted by the County Auditor, but in no event sooner than the semi-annual installment payment of first-half real property taxes for tax year 2023 due in 2024 with respect to the Property.

Pursuant to Ohio Revised Code Section 1710.03(C), the Petitioner hereby appoints as its designee to carry out the rights and responsibilities of District members under Ohio Revised Code Chapter 1710 such representative as may be duly appointed by the Petitioner from time to time, which designation shall not expire unless and until the Petitioner shall notify the Secretary of the District that said designation is no longer in effect or that Petitioner has made a new designation to replace said designation.

The Petitioner further waives any and all questions as to the constitutionality of the laws under which Authorized Improvements shall be acquired, installed, equipped and improved or the proceedings relating to the acquisition, installation, equipment, and improvement of the Authorized Improvements, the jurisdiction of the Township acting in connection with the acquisition, installation, equipment, and improvement of the Authorized Improvements, all irregularities, errors and defects, if any, procedural or otherwise, in the levying of the assessments or the undertaking of the Authorized Improvements, and specifically waives any and all rights of appeal, including any right of appeal as provided in Ohio Revised Code Title 7, and specifically but without limitation, Ohio Revised Code Chapters 727 and 1710, as well as all such similar rights under the Constitution of the State of Ohio. The Petitioner represents that it will not contest, in a judicial or administrative proceeding, the undertaking of the Authorized Improvements, the estimated assessments, the final assessments, and any Special Assessments levied against the Property for the Authorized Improvements, or any other matters related to the foregoing.

The Petitioner acknowledges and understands that the Township and the Corporation will be relying upon this Petition in taking actions pursuant to it and expending resources. This Petition therefore shall be irrevocable and shall be binding upon the Petitioner, any successors, assigns, or affiliates of the Petitioner, the Property, and any grantees, mortgagees, lessees, or transferees of the Property. The Petitioner acknowledges that it has had an opportunity to be represented by legal counsel in this undertaking and has knowingly waived the rights identified in this Petition.

The Petitioner further deposes and states that this Petition and actions provided for herein impose burdens and obligations upon the Property and provide for Special Assessments to be levied upon the Property in accordance with this Petition, and that this Petition is available for inspection at the office of the Board of Trustees of the Township.



**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

The real property subject to this Petition and owned by HH Liberty Way, LLC is located at the commonly used mailing address of 7800 Liberty Field Dr., West Chester, Ohio 45069, with Butler County Auditor Parcel ID Nos. M5610015000022 and M5610020000001.

**EXHIBIT B**

**I-75 ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN**

**SUPPLEMENT TO PLAN FOR 7800 LIBERTY FIELD DR.,  
WEST CHESTER, OHIO PROJECT**

As more fully provided by the I-75 Energy Special Improvement District Program Plan (together with all previously approved supplemental plans, the “Plan”), the I-75 Energy Special Improvement District (the “District”) has undertaken the administration of a property assessed clean energy (“PACE”) program (the “Program”). The Program will provide financing secured by special assessments on real property for special energy improvement projects.

Through a Petition submitted in connection with this Supplemental Plan, HH Liberty Way, LLC (the “Property Owner”) has requested and consented to certain special assessments by the Township of West Chester, Ohio (the “Township”) with respect to certain real property owned by the Property Owner and located at the commonly used mailing address of 7800 Liberty Field Dr., West Chester, Ohio 45069, with Butler County Auditor Parcel ID Nos. M5610015000022 and M5610020000001 (the “Property”). A proposed schedule for special assessments to be assessed against the Property to pay the costs of the Authorized Improvements is attached hereto as **Attachment A**. The special assessments shall be allocated to the parcels constituting the Property pursuant to the Petition and this Supplemental Plan.

<u>Parcel Number</u>	<u>Proportion of Total Special Assessment</u>
M5610015000022	80%
M5610020000001	20%

The Property Owner hereby certifies, represents, and warrants to the Township and the District that the actual costs of the Authorized Improvements have been ascertained. The Authorized Improvements applicable to the Property will include: acquiring, installing, equipping, and improving energy efficiency improvements on the Property, including, without limitation, HVAC improvements, hot water plumbing improvements resulting in energy savings, lighting and electrical improvements, building envelope improvements, high-elevator improvements, and related improvements. As required by Ohio Revised Code Section 1710.01(K), such Authorized Improvements are anticipated to reduce or support the reduction of energy consumption, allow for reduction in demand, or support the production of clean, renewable energy. A detailed description of the Authorized Improvements is attached to this Supplemental Plan as **Attachment B**. The Property Owner hereby acknowledges and agrees that the special benefit to be provided to the Property under this Supplemental Plan is the consummation of financing to pay the costs of the Authorized Improvements, which shall be conferred immediately upon the consummation of the financing, and that the benefits are in proportion to and do not exceed the amount of the special assessments to be levied to pay the costs of the financing.

In the event that at any time following the date of this Supplemental Plan the Property is combined or subdivided into permanent parcels in the records of the County Auditor of Butler

County, Ohio (the "County Auditor") then the Property Owner hereby requests that the Special Assessments be allocated among only the resulting parcels which will be improved with an approximately 136-room extended stay hotel ("Assessed Parcels"). No Special Assessments shall be allocated to any resulting parcels which will not have any portion of the approximately 136-room extended stay hotel ("Non-Assessed Parcels"). The allocation among any resulting Assessed Parcels shall be made such that the Assessed Parcel or Assessed Parcels on which the approximately 136-room extended stay hotel is constructed shall be allocated a combined total of 100% of the Special Assessments. If the Property is combined or subdivided such that more than one Assessed Parcel is to receive an allocation of the Special Assessments in the percentage stated above, the Special Assessments to be allocated to those Assessed Parcels shall be allocated among them in proportion to the total square feet of improvements on each such Assessed Parcel divided by the total square feet of improvements on all such Assessed Parcels. The Petitioner and the Purchaser each hereby certifies, represents, and warrants to the District and the Township that the portion of the Special Assessments allocated to each resulting Assessed Parcel, and the fact that no Special Assessments will be allocated to any resulting Non-Assessed Parcel, all as described above, will cause each resulting Assessed Parcel to have Special Assessments allocated to it in proportion to, and not in excess of, the special benefits to be conferred on the resulting parcel or resulting parcels by the Authorized Improvements identified in this Supplemental Plan.

The Property Owner will cause this Supplemental Plan promptly to be filed with the Board of Directors of the District and with the Board of Trustees of the Township.

**The undersigned owner of real property to be located within the District acknowledges that the District and the Township are subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.* The undersigned property owner agrees to the disclosure of certain property owner information by the District or the Township to the extent required by law.**

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**BY EXECUTING THIS SUPPLEMENTAL PLAN, THE PROPERTY OWNER IDENTIFIED BELOW HEREBY AUTHORIZES AND CONSENTS TO THIS SUPPLEMENTAL PLAN, AND ALL DISTRICT DOCUMENTS (AS DEFINED IN THE PLAN) AND AGREES TO PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN THIS SUPPLEMENTAL PLAN.**

**PROPERTY OWNER:**

HH LIBERTY WAY, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for notices to Property Owner: \_\_\_\_\_

\_\_\_\_\_  
Attention: \_\_\_\_\_

Description of Real Property Subject to this Supplemental Plan:

The real property subject to this Supplemental Plan and owned by HH Liberty Way, LLC is located at the commonly used mailing address of 7800 Liberty Field Dr., West Chester, Ohio 45069, with Butler County Auditor Parcel ID Nos. M5610015000022 and M5610020000001.



**SUPPLEMENTAL PLAN—ATTACHMENT A**

**Schedule of Special Assessments**

The Property will be subject to special assessments for the Authorized Improvements in accordance with Ohio Revised Code Chapter 1710.

Total assessment costs:	\$22,418,082.96
Estimated semi-annual special assessments:	\$400,322.91
Number of semi-annual special assessments:	56
First annual installment due:	January 31, 2024

Special Assessment Payment Date <sup>1</sup>	Total Special Assessment Installment Amount <sup>2</sup>	Special Assessment Installment Amount <sup>2</sup> Parcel M5610015000022	Special Assessment Installment Amount <sup>2</sup> Parcel M5610020000001
First Half 2024	\$400,322.91	\$320,258.33	\$80,064.58
Second Half 2024	400,322.91	320,258.33	80,064.58
First Half 2025	400,322.91	320,258.33	80,064.58
Second Half 2025	400,322.91	320,258.33	80,064.58
First Half 2026	400,322.91	320,258.33	80,064.58
Second Half 2026	400,322.91	320,258.33	80,064.58
First Half 2027	400,322.91	320,258.33	80,064.58
Second Half 2027	400,322.91	320,258.33	80,064.58
First Half 2028	400,322.91	320,258.33	80,064.58
Second Half 2028	400,322.91	320,258.33	80,064.58
First Half 2029	400,322.91	320,258.33	80,064.58
Second Half 2029	400,322.91	320,258.33	80,064.58
First Half 2030	400,322.91	320,258.33	80,064.58

<sup>1</sup>Pursuant to Ohio Revised Code Chapter 323, the Special Assessment Payment Dates for first-half and second-half real property taxes are determined by statute and a variety of circumstances and are subject to adjustment under certain conditions.

<sup>2</sup>Pursuant to Ohio Revised Code Section 727.36, the Butler County Auditor may charge and collect a fee in addition to the amounts listed in the above schedule.

Special Assessment Payment Date <sup>1</sup>	Total Special Assessment Installment Amount <sup>2</sup>	Special Assessment Installment Amount <sup>2</sup> Parcel M5610015000022	Special Assessment Installment Amount <sup>2</sup> Parcel M5610020000001
Second Half 2030	\$400,322.91	\$320,258.33	\$80,064.58
First Half 2031	400,322.91	320,258.33	80,064.58
Second Half 2031	400,322.91	320,258.33	80,064.58
First Half 2032	400,322.91	320,258.33	80,064.58
Second Half 2032	400,322.91	320,258.33	80,064.58
First Half 2033	400,322.91	320,258.33	80,064.58
Second Half 2033	400,322.91	320,258.33	80,064.58
First Half 2034	400,322.91	320,258.33	80,064.58
Second Half 2034	400,322.91	320,258.33	80,064.58
First Half 2035	400,322.91	320,258.33	80,064.58
Second Half 2035	400,322.91	320,258.33	80,064.58
First Half 2036	400,322.91	320,258.33	80,064.58
Second Half 2036	400,322.91	320,258.33	80,064.58
First Half 2037	400,322.91	320,258.33	80,064.58
Second Half 2037	400,322.91	320,258.33	80,064.58
First Half 2038	400,322.91	320,258.33	80,064.58
Second Half 2038	400,322.91	320,258.33	80,064.58
First Half 2039	400,322.91	320,258.33	80,064.58
Second Half 2039	400,322.91	320,258.33	80,064.58
First Half 2040	400,322.91	320,258.33	80,064.58
Second Half 2040	400,322.91	320,258.33	80,064.58
First Half 2041	400,322.91	320,258.33	80,064.58
Second Half 2041	400,322.91	320,258.33	80,064.58
First Half 2042	400,322.91	320,258.33	80,064.58
Second Half 2042	400,322.91	320,258.33	80,064.58
First Half 2043	400,322.91	320,258.33	80,064.58
Second Half 2043	400,322.91	320,258.33	80,064.58
First Half 2044	400,322.91	320,258.33	80,064.58
Second Half 2044	400,322.91	320,258.33	80,064.58

Special Assessment Payment Date <sup>1</sup>	Total Special Assessment Installment Amount <sup>2</sup>	Special Assessment Installment Amount <sup>2</sup> Parcel M5610015000022	Special Assessment Installment Amount <sup>2</sup> Parcel M5610020000001
First Half 2045	\$400,322.91	\$320,258.33	\$80,064.58
Second Half 2045	400,322.91	320,258.33	80,064.58
First Half 2046	400,322.91	320,258.33	80,064.58
Second Half 2046	400,322.91	320,258.33	80,064.58
First Half 2047	400,322.91	320,258.33	80,064.58
Second Half 2047	400,322.91	320,258.33	80,064.58
First Half 2048	400,322.91	320,258.33	80,064.58
Second Half 2048	400,322.91	320,258.33	80,064.58
First Half 2049	400,322.91	320,258.33	80,064.58
Second Half 2049	400,322.91	320,258.33	80,064.58
First Half 2050	400,322.91	320,258.33	80,064.58
Second Half 2050	400,322.91	320,258.33	80,064.58
First Half 2051	400,322.91	320,258.33	80,064.58
Second Half 2051	400,322.91	320,258.33	80,064.58

**SUPPLEMENTAL PLAN—ATTACHMENT B**

**Description of Authorized Improvements**

The Authorized Improvements are expected to consist of the following energy efficiency elements:

Energy Conservation & Facility Improvement Measures Financial Analysis	Effective Useful Life (EUL)	Measure Investment	Annual Savings		
			Utility Cost (\$)	O&M (\$)	Total (\$)
<b>HVAC+Plumbing</b>	<b>22</b>	\$ 2,301,631	\$ 2,396	\$ -	\$ 2,396
<b>Lighting+Electrical</b>	<b>20</b>	\$ 1,572,830	\$ 20,900	\$ 6,270	\$ 27,170
<b>Building Envelope</b>	<b>36</b>	\$ 3,235,232	\$ 1,964	\$ -	\$ 1,964
<b>Elevator</b>	<b>35</b>	\$ 254,199	\$ 89	\$ -	\$ 89
<b>Soft Costs</b>	<b>n/a</b>	\$ 1,706,808	\$ -	\$ -	\$ -
<b>Total</b>	<b>28.3</b>	\$ 9,070,700	\$ 25,350	\$ 6,270	\$ 31,620

The costs of implementing the Authorized Improvements financed through the special assessments, exclusive of financing costs such as interest, administrative fees, closing fees, and other related costs, is expected to be approximately \$9,070,700.

**EXHIBIT C**

**I-75 ENERGY SPECIAL IMPROVEMENT DISTRICT PROGRAM PLAN**

[See Attached]

The Monroe, Liberty Energy Special Improvement District (the District) will administer a property assessed clean energy (PACE) program (the Program). The Program will provide financing secured by special assessments on real property for special energy improvement projects. Pursuant to Section 1710.02(F) of the Ohio Revised Code, City of Monroe, as the initial owner of real property within the District (the Owner) authorizes, consents to, and submits to the City of Monroe, Ohio (the City) for approval this plan for the Program (as the same may be amended and supplemented from time to time in accordance with its terms, the Plan) to provide for the Program's administration and to set forth the terms and conditions of participation in the Program.

The District is established pursuant to the special energy improvement district provisions of Chapter 1710 of the Ohio Revised Code. This Plan refers to Chapter 1710 and any and all future amendments to the special energy improvement district provisions of Chapter 1710 as the "Act." Any specific statutory reference contained in this Plan shall also refer to any succeeding or amending statutory provision.

Participation in the District's Program is limited to property owners who have agreed to add their property to the District and who otherwise meet the Program's terms and conditions. These terms and conditions are addressed in this Plan, and include, without limitation, an application, a petition, a schedule of assessments to be made on included property (Assessment Schedule), and the governing documents forming the District. The District's governing documents include its Articles of Incorporation, Code of Regulations, resolutions duly adopted by the board of directors of the District, and the applicable resolutions and ordinances of the participating political subdivision where the real property is located (collectively, the Governing Documents). As a condition to participation in the District and the Program, each property owner must review and agree to the Governing Documents and further must review, agree to, and execute this Plan, an application, a petition, and an Assessment Schedule. The Governing Documents, this Plan, the applications, the petitions, and the Assessment Schedules are referred to herein collectively as the "District Documents." In addition to the District Documents, property owners may be required to agree to and execute an agreement to impose special assessments as a condition to receiving financing of special energy improvement projects from the District.

The District Documents establish the terms and conditions of the Program. The Program terms and conditions may be amended from time to time as described in Part X of this Plan. **By agreeing to and executing the District Documents, each property owner consents to the terms and conditions of all District Documents.**

## I. Purpose of the Program

The Program is intended to assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy improvement projects, as that term is defined in the Act (the Authorized Improvements). Obligations, including but not limited to special assessment reimbursement agreements, special assessment revenue bonds and revenue notes, loan obligations or other evidences of indebtedness, and nonprofit corporation securities (collectively, the Program Obligations) may be issued by the District or on behalf of the District by a third party. Program Obligations or the proceeds from the sale of the Program Obligations may be used to finance Authorized Improvements that benefit properties within the District and any costs incurred by the District in connection with the issuance of Program Obligations. Participating political subdivisions shall levy special assessments on real property included in the District, the payment of which may pay the Program Obligations and the costs of administering the Program. Special assessment payments levied to finance Authorized Improvements will be due and payable by property owners at the same time real property taxes are due; provided, however, that certain Program Obligations may require special assessments to be due and payable by property owners only to the extent that such property owners fail to pay an obligation of the property owner secured by special assessments, such as a loan, in which case special assessments will only be due and payable by property owners if actually levied.

**Nothing in this Plan shall be construed as a representation on the part of any participating political subdivision, the District, the board of directors of the District, or any of the directors, officers, agents, members, independent contractors, or employees of the District or board of directors that the Program is the best financing option available. Property owners are advised to conduct independent research to determine the best course of action.**

## II. The District's Governance and Program Administrator

The District shall be governed, pursuant to the District Documents and the Act, by the Board of Directors ("Board") of the Monroe, Liberty Energy Special Improvement District, Inc., a nonprofit corporation organized under the laws of the State of Ohio (the "Corporation") to govern the District.

Pursuant to the Act, other Ohio law, and any Code of Regulations adopted for the governance of the Corporation, the Board may from time to time, and under such conditions as the Board determines, delegate any or all of the authority contained in this Plan to its sub-committee or to an agent, independent contractor, or employee of the District or the Board.

This Plan specifically contemplates that, as authorized in the Act, the District may contract for the services of a "Program Administrator."

The Program Administrator may provide, without limitation, the following services: (i) pursuant to Part III of this Plan, developing and administering eligibility guidelines, creating and

administering an application, setting criteria and developing a list of pre-approved contractors, procuring resources or cooperating with property owners to procure resources, and administering referrals; (ii) pursuant to Part IV of this Plan, marketing, program design, cooperating with property owners to implement Authorized Improvements, and other administrative services; and (iii) establishing and administering a revolving loan facility providing financing for certain special energy improvement projects. The initial Program Administrator, if any, shall be designated by the Board.

### **III. Program Eligibility, Approvals, Financing, and Procurement**

The Board is hereby authorized to create, administer, amend, and abolish a process by which property owners join the Program. The process by which property owners join the Program may include, without limitation, the following requirements:

- (A) Eligibility. The Board is hereby authorized to create, administer, amend, and abolish eligibility requirements for the Program. The Board is further authorized to determine, in each individual case, whether property is eligible for participation in the Program.

To be eligible for participation in the Program, each property owner must file a petition with the Board or the legislative authority of the political subdivision in which the property is located requesting to add its property to the District and requesting the levy of special assessments to be used to pay or secure Program Obligations issued or used to finance Authorized Improvements. Each parcel of real property added to the District must have at least one Authorized Improvement. The petition to add property to the District shall be considered by the District in accordance with this Plan and the other District Documents. If the District approves the petition, it shall submit the petition to the executive officer and legislative body of the participating political subdivision in which the real property is located. A property owner may file more than one petition and may amend or withdraw any petition filed at any time before the petition is approved by the legislative body of the participating political subdivision in which the real property is located. Petitions shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board.

To be eligible for participation in the Program, each property owner must agree to be bound by the terms of this Plan. The Plan for the District may be amended and supplemented from time to time in accordance with its terms, including, specifically, by supplements to the Plan which identify additional Authorized Improvements within the District to be subject to the Plan or add property to the District and subject such additional property to the Plan. To be eligible for participation in the Program, each property owner, with the exception of the Owner, must file a supplement to this Plan (the Supplemental Plan) with the Board and the clerk of the legislative body of the participating political subdivision in which the real property is located identifying the Authorized



Improvements to be undertaken as part of the Plan applicable to real property within the District or to be added to the district. Supplemental Plans shall include such other information as may be required by the Board. Supplemental Plans shall conform to the requirements of Ohio Revised Code Chapter 1710 and any requirements of the Board. No special assessments authorized, levied, assessed, or collected with respect to the Authorized Improvements described in this Plan or in any Supplemental Plan shall ever be used to pay the costs of any Authorized Improvements described in any other Plan or Supplemental Plan.

- (B) Application. The Board is hereby authorized to create, administer, amend, and abolish an application, including a pre-application, for participation in the Program. The Board further may set the terms and conditions for the application's use and evaluation.
- (C) Contractors. The Board is hereby authorized to require property owners to complete Authorized Improvements through the work of pre-approved contractors. The Board is further authorized to create criteria for the approval of contractors and to determine which contractors meet the criteria and are approved. The Board may communicate which contractors have been pre-approved to property owners by any means the Board deems appropriate, and the Board shall determine whether property owners comply with its pre-approved contractor's requirements.

**Nothing in this Plan or the District Documents shall be construed to be a recommendation or guarantee of reliability of pre-approved contractors by any participating political subdivision, the District, the Board, or any of the directors, officers, agents, members, independent contractors, or employees of the District or Board.**

- (D) Procurement and Referrals. The Board is hereby authorized to procure supplies, services, contracts, financing, and other resources related to the completion of Authorized Improvements. The Board is further authorized to refer property owners to suppliers, service providers, contractors, lenders, and the providers of other resources related to the completion of Authorized Improvements and the administration of District activities.

Pursuant to the Act, the Board shall adopt written rules prescribing competitive bidding procedures for the District and for Authorized Improvements undertaken by the District on behalf of property owners, which competitive bidding procedures may differ from competitive bidding procedures applicable to the City or the procedures in Chapter 735 of the Ohio Revised Code and may specify conditions under which competitive bidding is not required. Except as specified in the Act and in this Plan, the District Documents shall not be construed to eliminate or alter the competitive bidding procedures applicable to the City as a participating political subdivision.

- (E) Financing. The Board is hereby authorized to finance Authorized Improvements through the use or issuance of Program Obligations. The Board may hire such legal and financial professionals as may be required to successfully finance Authorized Improvements through the use or issuance of Program Obligations.

The District shall acknowledge a property owner's right to choose the source of Program Obligations for a project. Further, the District shall acknowledge a property owner's preference for the Program or another property assessed clean energy program offered by an energy special improvement district in a participating political subdivision other than the District. Nevertheless, a participating political subdivision that approves this Plan shall use its best efforts, when practical and without adversely impacting a property owner, a special energy improvement project, or the Program, to utilize the Program for eligible projects within its territory.

#### **IV. Program Services**

The Board is hereby authorized to provide ongoing services to the District, its property, and the property owners. All services provided under this Plan shall be deemed to be services provided in furtherance of Authorized Improvements provided under this Plan. Such services, without limitation, may include the following:

- (A) Program Design. The Board is hereby authorized to design comprehensive services to establish and maintain the Program's legal and programmatic framework. The Board is hereby authorized to facilitate economic development projects in the participating political subdivisions, including the appropriate level of flexibility and risk for the Program and each special energy improvement project.
- (B) Program Administration. The Board is hereby authorized to educate the public on the Program and its purposes, market the program to the public, process applications, verify aspects of the Authorized Improvements, assure the Program's overall quality and the quality of Authorized Improvements, serve customers, and assist property owners in the origination and closing processes; including, but not limited to, arranging for energy audits or analysis of buildings and properties.
- (C) Marketing. The Board is hereby authorized to market the Program and promote the District's image through means such as developing literature and brochures, conducting public relations, collecting data, managing information, cooperating with members, creating electronic and print marketing materials, and holding special events. The marketing activities of the Board shall, when beneficial to the District in the discretion of the Board, primarily focus on the participating political subdivisions.
- (D) Authorized Improvement Implementation. The Board is hereby authorized to cooperate with property owners for the implementation of Authorized

Improvements, including cooperating with property owners for the addition of property to the District and the approval of petitions and Supplemental Plans by participating political subdivisions and the Board.

- (E) Tracking and Administration of Program Obligations. The Board is hereby authorized to create, administer, amend, and abolish procedures for the tracking and administration of Program Obligations issued or used to finance Authorized Improvements. Without limitation, the administration of special assessments may include reporting delinquent special assessments, following-up with delinquent property owners, and coordinating with delinquent property owners. The Board may hire such professionals as may be required to successfully track and administer Program Obligations.
- (F) Administering Special Assessments. The Board is hereby authorized to create, administer, amend, and abolish procedures for the administration of special assessments levied pursuant to the District Documents. Without limitation, the administration of special assessments may include calculating the amount of special assessments, preparing certifications of special assessments for the county auditor, billing the special assessments, and considering property owners' claims regarding the calculation or billing of special assessments. The Board may hire such professionals as may be required to successfully administer special assessments.
- (G) Budgeting. The Board shall provide for the production of an annual report describing the District's budget, services delivered, revenues received, expenditures made, and other information about the District's activities. The annual report shall be made available to the Board and to the District's members. The Board may hire such professionals as may be required to successfully account for all District finances.
- (H) Auditing. The Board is hereby authorized to provide for an audit of the District in such manner as the Board deems appropriate. The Board may hire such professionals as may be required to successfully audit the District.
- (I) Annual Report. In accordance with Section 1710.04(D), the Board is hereby authorized, by the first day of March of each year, to submit to each member of the District and to the municipal executive, chief fiscal officer, and legislative authority of each municipal corporation with territory within the boundaries of the District and to the board of township trustees of each township with territory within the boundaries of the District a report of the District's activities and financial condition for the previous year.
- (J) Other Services. The Board is hereby authorized to provide any other services authorized by the Act.

## V. Fees

Program Costs. The Board is hereby authorized to charge to property owners, as costs of administering the Program, any costs permitted by the Act. Such costs may include, without limitation, the following:

- (A) The cost of creating and operating the District, including creating and operating the Corporation, hiring employees and professional services, contracting for insurance, and purchasing or leasing office space or office equipment;
- (B) The cost of planning, designing, and implementing Authorized Improvements or services under this Plan or any Supplemental Plan, including payment of architectural, engineering, legal, appraisal, insurance, consulting, energy auditing, and planning fees and expenses, and, for services under this Plan or any Supplemental Plan, the management, protection, and maintenance costs of public or private facilities;
- (C) Any court costs incurred by the District in implementing this Plan or any Supplemental Plans;
- (D) Any damages resulting from implementing this Plan or any Supplemental Plan;
- (E) The costs of issuing, monitoring, paying interest on, and redeeming or refunding Program Obligations issued or used to finance Authorized Improvements or services under this Plan or any Supplemental Plan;
- (F) The costs associated with the sale, lease, lease with an option to purchase, conveyance of other interests in, or other contracts for the acquisition, construction, maintenance, repair, furnishing, equipping, operation, or improvement of the District's territory, or between the District and any owner of property in the District on which an Authorized Improvement has been acquired, installed, equipped, or improved; and
- (G) In accordance with Section 727.08(I) of the Ohio Revised Code, the costs incurred in connection with the preparation, levy, and collection of the special assessments, including legal expenses incurred by reason of the improvement.

Pursuant to the Act, such Program costs may be included in the special assessments levied on real property within the District.

Application Fee. The Board is hereby authorized to set and charge an application fee for Program services provided by the District. The application fee may be non-refundable. The application fee may be credited to the cost of Authorized Improvements if the application is approved and an Authorized Improvement is made to the property for which application was made.

Amounts from Participating Political Subdivisions. The Board is hereby authorized to request additional funding for the legislative authority of each participating political subdivision if such funding is necessary to adequately reach the goals of the Program. The Board is further authorized to request each participating political subdivision provide a substantially equal share of the amount necessary for the District to meet its statutory requirements.

## **VI. Energy Efficiency and Renewable Energy Regulations and Requirements**

Energy Efficiency Reporting Requirements. Ohio Revised Code Section 1710.061 requires the Board to submit a quarterly report to each electric distribution utility (EDU) with a District Authorized Improvement within the EDU's certified territory. The quarterly report submitted to the EDU must include the total number and a description of each new and ongoing District Authorized Improvement that produces energy efficiency savings or reduction in demand and other additional information that the EDU needs to obtain credit under Ohio Revised Code Section 4928.66 for energy efficiency savings or reduction in demand from such projects. The Board is hereby authorized to submit quarterly reports due required under Ohio Revised Code Section 1710.061. Property owners shall comply with Board requirements for information gathering and reporting to ensure Board compliance with Ohio Revised Code Section 1710.061.

Energy Efficiency Credits. The Board is hereby authorized to adopt rules governing energy efficiency credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of energy efficiency credit programs.

Renewable Energy Credits. The Board is hereby authorized to adopt rules governing renewable energy credits associated with Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of renewable energy credit programs.

Monetizing Other Energy Efficiency or Renewable Energy Attributes. The Board is hereby authorized to adopt rules governing the monetization of any energy efficiency or renewable energy attributes of any Authorized Improvements financed with Program Obligations or the proceeds of Program Obligations. Property owners shall comply with Board requirements in furtherance of the monetization of such attributes.

## **VII. Statutory Requirements**

As provided in the District Documents:

- (A) Additional territory may be added to the District in accordance with the Act and the rules established by the Board pursuant to Part III of this Plan.

- (B) The District Documents may be amended or supplemented in accordance with their terms.
- (C) As described in this Plan, the Board is authorized to implement and amend this Plan, any Supplemental Plan, and any other plans for Authorized Improvements, public improvements, and public services, all in accordance with the Act.
- (D) The public improvements to be provided by the District are the Authorized Improvements identified in the petition and Supplemental Plan. The area where the Authorized Improvements will be undertaken will be the area identified in each petition requesting formation of the District or in any petition requesting addition of real property to the District. The method of assessment shall be in proportion to the special benefits received by each property owner within the District as a result of Authorized Improvements.
- (E) For the purpose of levying an assessment, the Board may combine levies for Authorized Improvements and public services into one special assessment to be levied against each specially benefited property in the District.

#### **VIII. Changes in State and Federal Law**

The ability to issue or use Program Obligations to finance Authorized Improvements is subject to a variety of state and federal laws. If these laws change after property owners have applied to the District for financing, the District may be unable to fulfill its obligations under this Plan. **The District shall not be obligated to implement any provision of this Plan which is contrary to state or federal law. The District shall not be liable for any inability to finance Authorized Improvements as a result of state and federal law or any changes in state and federal law which reduce or eliminate the effectiveness of financing Authorized Improvements through the District's Program.**

#### **IX. Releases and Indemnification**

The District has been created with the approval of the City of Monroe, Ohio, as a participating political subdivision, for the purposes of implementing this Plan and administering the Program. The District and any participating political subdivision shall be neither responsible nor liable for the installation, operation, financing, refinancing, or maintenance of Authorized Improvements. Property owners will be solely responsible for the installation, operation, financing, refinancing, and maintenance of the Authorized Improvements. Participation in the Program does not in any way obligate the District or any participating political subdivision to ensure the viability of Authorized Improvements. Owners of assessed real property must pay the special assessments regardless of whether the Authorized Improvements are properly installed or operate as expected.

**By agreeing to and executing this Plan, each owner of real property included in the District (other than any political subdivision that owns real property included in the District) agrees to release, defend, indemnify, and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, officials, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with participation in the Program, except as may arise from the acts or omissions of the District in breach of the Governing Documents, the Petition, or the Plan or the negligence of the District. Any political subdivision that owns real property included in the District agrees to release and hold harmless the District and the participating political subdivisions, including their directors, officers, members, agents, officials, independent contractors, and employees, from and against any claims, actions, demands, costs, damages or lawsuits, arising out of or connected with the political subdivision's participation in the Program in its capacity as a property owner.**

## **X. Changes in the Program Terms; Severability**

Participation in the Program is subject to the District Documents' terms and conditions in effect from time to time during participation. The District reserves the right to change this Plan and the terms and conditions of the District Documents at any time without notice. No such change will affect a property owner's obligation to pay special assessments as set forth in the District Documents.

If any provision of the District Documents is determined to be unlawful, void, or for any reason unenforceable, that provision shall be severed from these District Documents and shall not affect the validity and enforceability of any remaining provisions.

## **XI. Disclosure of Property Owner Information**

The District and any participating political subdivision may disclose information of the District to any agent of the District or to third parties when such disclosure is essential either to the conduct of the District's business or to provide services to property owners, including but not limited to where such disclosure is necessary to (i) comply with the law (ii) enable the District and participating political subdivisions and their agents to provide services or otherwise perform their duties, and (iii) obtain and provide credit reporting information. In order to receive funding for the Program and to enable communication regarding the State of Ohio's energy programs, property owners' names and contact information may be disclosed to their current electric utilities. Property owners' names, contact information, and utility usage data further may be disclosed to the District and its agents for the purpose of conducting surveys and evaluating the Program. The District shall not disclose personal information to third parties for telemarketing, e-mail, or direct mail solicitation unless required to by law or court order.

**Each owner of real property located within the District acknowledges that the District is subject to Ohio public records laws, including Ohio Revised Code Section 149.43 *et seq.***

**Each property owner that executes this Plan agrees to the disclosure of certain property owner information as stated in this Part.**

## **XII. Initial Authorized Improvements**

The Owner has requested and consented to certain special assessments to be levied by the City with respect to certain real property owned by the Owner, which Property is described more specifically in **Attachment A** attached to this Plan (the Property). A schedule of special assessments to be levied on the Property to pay the costs of the Authorized Improvements is attached to this Plan in **Attachment B**.

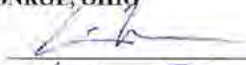
A detailed description of the Authorized Improvements is attached to this Plan in **Attachment B**.



BY EXECUTING THIS PLAN, THE PROPERTY OWNER IDENTIFIED BELOW  
HEREBY AUTHORIZES AND CONSENTS TO THIS PLAN AND AGREES TO  
PERFORM THE OBLIGATIONS OF THE PROPERTY OWNER CONTAINED IN  
THIS PLAN.

Date: January 14, 2020

Property Owner:  
CITY OF MONROE, OHIO

By: 

Name: William J Brock

Title: City Manager

Address for notices to Property Owner:

City of Monroe, Ohio  
\_\_\_\_\_  
\_\_\_\_\_

[Property Owner Consent to Plan]

**PLAN—ATTACHMENT A**

**LEGAL DESCRIPTION OF PROPERTY**

The Property subject to this Program Plan is located at the commonly used address 233 South Main Street, Monroe, Ohio with Butler County Auditor Parcel ID No. C1800008210005.

**EXHIBIT D**

**ARTICLES OF INCORPORATION  
OF I-75 ENERGY SPECIAL IMPROVEMENT DISTRICT**

**FIRST:  
NAME**

Name of Corporation: The name of the Corporation shall, at any time and from time to time be the unique proper name only of each participating political subdivision, as defined in Ohio Revised Code (“ORC”) Section 1710.02(E), of the special improvement district governed by the Board of Directors of the Corporation, separated by commas, and followed by the words “Energy Special Improvement District, Inc.” For demonstration purposes, as of the adoption of this Article First, the name of the Corporation shall be “Monroe, Liberty Energy Special Improvement District, Inc.”

**SECOND:  
PURPOSE**

The purpose for which the Corporation is formed shall be:

- (A) To govern the Monroe, Liberty Energy Special Improvement District, Inc., a special improvement district (the “District”) created pursuant to Ohio Revised Code (“ORC”) Chapter 1710. The District’s purpose is to enhance the value of properties within the District and improve the environment by developing and assisting in developing within the District special energy improvement projects. The District will be authorized to provide special energy improvement projects pursuant to ORC Chapter 1710 that will benefit property and the environment within the boundaries of the District. The District will be authorized to take any other actions pursuant to ORC Chapter 1710 that may be taken by a special improvement district organized for the purpose of developing and implementing plans for special energy improvement projects. The City of Monroe, Ohio the (“City”) and Liberty Township, Butler County, Ohio (the “Township”) are participating political subdivisions that will be authorized to levy a special assessment on each property within the territorial boundaries of the City and the Township within the District to pay for such improvements, based on the benefits conferred by those special energy improvement projects. All other municipal corporations and townships which duly and validly add real property to the District shall be a participating political subdivision that will be authorized to levy a special assessment on each property within the territorial boundaries of such participating political subdivision within the District to pay for such improvements, based on the benefits conferred by those special energy improvement projects.
  
- (B) To engage in any lawful act, activity or business not contrary to and for which a nonprofit corporation may be formed under the laws of the State of Ohio.

- (C) To have and exercise all powers, rights and privileges conferred by the laws of the State of Ohio on nonprofit corporations or on special improvement districts, including, but not limited to, buying, leasing or otherwise acquiring and holding, using or otherwise enjoying and selling, leasing or otherwise disposing of any interest in any property, real or personal, of whatever nature and wheresoever situated, and buying and selling renewable energy credits, stocks, bonds, or any other security of any issuer as the Corporation by action of its Board may, at any time and from time to time, deem advisable.
- (D) The reasons for establishing the District include enhancing the value of properties within the District and improving the environment. The District will enhance the public health, safety, peace, convenience, and welfare by developing and assisting in developing special energy improvement projects that reduce the territory’s carbon footprint, promote the District as a location for green technology job creation, benefit property within the District, and improve the environment.

**THIRD:  
RESTRICTIONS**

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its members, directors, trustees, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof and to make distributions to its members as authorized by ORC Chapter 1702, including any distribution upon dissolution of the Corporation.

**FOURTH:  
MEMBERS**

The members of the Corporation (“Members”) shall be those persons or organizations described in the Code of Regulations. The annual meeting of Members shall be determined by the Board of Directors (“Board”) as described in the Code of Regulations.

**FIFTH:  
BOARD OF DIRECTORS**

The Corporation shall be controlled and managed under the direction of the Board. The Board shall at all times consist of at least five (5) individuals (individually a “Director”).

- (A) The municipal executive, as defined in ORC Section 1710.01(D), provided that for each participating political subdivision that is a township, municipal executive shall refer to the chief administrative officer of the township, if any, or if no chief administrative officer exists, the board of township trustees, of each participating political subdivision of the District or an employee of each participating political subdivision who is involved with its planning or economic development functions and who shall be appointed by and serve at the pleasure of such participating political subdivision’s municipal executive each shall serve as a Director.
- (B) A person appointed by and serving at the pleasure of the legislative

authority of each participating political subdivision of the District each shall serve as a Director.

- (C) A person appointed by and serving at the pleasure of the participating political subdivisions who is an economic development or finance professional that has an active role in all of the participating political subdivisions shall serve as a Director.
- (D) The remaining Directors shall be Members or executive representatives of Members elected, designated, or appointed by the Members as described in the Code of Regulations of the Corporation.

The Board of Directors of the Corporation from time to time shall constitute the Board of Directors of the Corporation under ORC Chapter 1710.

**SIXTH:**  
**TERRITORY**

The territory within the District shall be described generally as that portion of the participating political subdivisions consisting of property owned by each property owner within a participating political subdivision that has petitioned the participating political subdivision for the development of a special energy improvement project, as that term is defined in ORC Section 1710.01(I). As provided in ORC Section 1710.02(A), the territory in the District may be noncontiguous if at least one special energy improvement project is designated for each parcel of real property included in the District. As further provided in Section 1710.02(A), additional territory may be added to the District for the purpose of developing and implementing plans for special energy improvement projects if at least one special energy improvement project is designated for each parcel of real property included within such additional territory and the addition of territory is authorized by the plan for the District under Chapter 1710. The addition of such territory shall be authorized in the plan for the District.

The following is a listing of properties that are initially included in the District, which are identified by parcel number:

City of Monroe, Ohio	Parcel No. C1800008210005
Board of Township Trustees of Liberty Township, Butler County, Ohio	Parcel No. D2010002000137

**SEVENTH:**  
**CERTAIN**  
**TRANSACTIONS**

No person shall be disqualified from being a Director of the Corporation because he or she is or may be a party to, and no Director of the Corporation shall be disqualified from entering into, any contract or other transaction to which the Corporation is or may be a party.

No contract, action or other transaction shall be void or voidable for reason that any Director or officer or other agent of the Corporation is a party thereto,

or otherwise has any direct or indirect interest in such contract, action or transaction or in any other party thereto, or for reason that any interested director or officer or other agent of the Corporation authorizes or participates in authorization of such contract, action or transaction, provided that:

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the Board or applicable committee of Directors at the time the contract, action or transaction is authorized and the Directors or the Members of the committee, in good faith reasonably justified by the facts, authorize the contract, action or transaction by at least a majority vote of the disinterested Directors or disinterested Members of the committee, even though such disinterested Directors or Members are less than a quorum; or

The material facts as to such interest and as to the contract, action or transaction are disclosed or are otherwise known to the member at the time the contract, action or transaction is authorized and the member authorizes the contract, action or transaction; or the contract, action or transaction (i) is not less favorable to the Corporation than an arm's length contract, action or transaction in which no director or officer or other agent of the Corporation has any interest or (ii) is otherwise fair to the Corporation as of the time it is authorized.

Any interested director may be counted in determining the presence of a quorum at any meeting of the Board or any committee thereof which authorizes the contract, action or transaction.

EIGHTH:  
DISSOLUTION

Upon the dissolution of the Corporation, all assets remaining after paying or making provision for the payment of all of the liabilities of the Corporation shall be conveyed to any person or organization as shall be selected by the affirmative vote of a majority of the Board.

NINTH:  
AMENDMENT

Any provision of these Articles of Incorporation may be amended only (a) by the affirmative vote of a majority of the Members of the Corporation at any meeting at which a quorum is present, and (b) after receipt of approval of such amendment by resolution of the legislative authority of each participating political subdivision, and (c) upon filing the approved amendment and resolution with the Ohio Secretary of State; provided that such amendment shall be consistent with the applicable provisions of ORC Chapters 1702 and 1710.

TENTH:  
TRADE NAME

The District is hereby authorized to use such trade name as the Board of Directors may duly determine from time to time, and the Corporation is hereby authorized to use such trade name as the Board of Directors may duly determine from time to time.

**RESOLUTION NO. 33-2022**

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**Statutory Resolution Approving a Petition for Special Assessments for Special Energy Improvement Projects and a Plan for Public Improvements; and Approving the Necessity of Acquiring, Constructing, and Improving Certain Public Improvements in the Township in Cooperation with the I-75 Energy Special Improvement District**

**WHEREAS**, as set forth in Ohio Revised Code Chapter 1710, the Ohio General Assembly has authorized property owners to include their properties within energy special improvement districts (“ESIDs”) upon a petition to a municipal corporation or township, which ESIDs are voluntary organizations of property owners who undertake special energy improvement projects for their properties and finance such special energy improvement projects by way of voluntary special assessments; and

**WHEREAS**, HH Liberty Way, LLC (the “Owner” or “Petitioner”), as the owner of certain real property located in Township at 7800 Liberty Field Dr., Township, Ohio 45069 (the “Project Site”), has identified the Project Site as an appropriate property for special energy improvement projects pursuant to Ohio Revised Code Chapter 1710; and

**WHEREAS**, the Fairfield, Liberty, Monroe Energy Special Improvement District d/b/a the I-75 Energy Special Improvement District (the “District”) was created under Ohio Revised Code Chapters 1702 and 1710 as an ESID and established pursuant to an Ordinance adopted by the City of Monroe, Ohio (the “Creation Resolution”); and

**WHEREAS**, by the Creation Resolution and under Ohio Revised Code Section 1710.02, articles of incorporation (the “Articles of Incorporation”) for a nonprofit corporation, the board of directors of which governs the District, were approved and filed with the Ohio Secretary of State; and

**WHEREAS**, by the Creation Resolution and under Ohio Revised Code Section 1710.02, the District’s I-75 Energy Special Improvement District Program Plan (as duly amended and supplemented from time to time, the “Plan”) was approved as a plan for public improvements and public services for the District; and

**WHEREAS**, as permitted under Ohio Revised Code Section 1710.02, the Plan and the Articles of Incorporation allow for the addition of real property within any “participating political subdivision” of the District or within any municipal corporation or township which is adjacent to any participating political subdivision of the District to the territory of the District by the approval of the municipal corporation or township in which that real property is located; and

**WHEREAS**, the Petitioner has determined to submit to the Board a Petition for Special Assessments for Special Energy Improvement Projects (the “Petition”), together with a I-75 Energy Special Improvement District Project Plan Supplement to Plan for 7800 Liberty Field Drive, West Chester, Butler County, Ohio Project (the “Supplemental Plan”), all in accordance with Ohio Revised Code Section 1710.02, each of which are now on file with the Board and the Fiscal Officer of Township (the “Fiscal Officer”); and

**WHEREAS**, the Petition and the Supplemental Plan request that the Project Site be added to the District and that Township levy special assessments on the Project Site to pay the costs of special energy improvement projects to be provided on the Project Site, all as described more particularly in the Petition and the Supplemental Plan (the “Project”); and

**WHEREAS**, the Petition is for the purpose of developing and implementing special energy improvement projects in furtherance of the purposes set forth in Section 20 of Article VIII of the Ohio Constitution, including, without limitation, the Project, and further, the Petition identifies the amount and length of the special assessments to be imposed with respect to the Project; and

**WHEREAS**, this Board, pursuant to Ohio Revised Code Section 1710.02(G)(4), has determined that the energy special improvement project to be constructed and implemented on the Project Site is not required to be owned exclusively by the Township for its purposes, for uses determined by this Board, as the legislative authority of the Township as those that will promote the welfare of the people of the Township; to improve the quality of life and the general and economic well-being of the people of Township; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources; and

**WHEREAS**, this Board, as mandated by Ohio Revised Code Section 1710.02, must approve or disapprove the Petition within 60 days of the submission of the Petition; and

**WHEREAS**, this Board has determined to approve the Petition, together with the Supplemental Plan; and

**WHEREAS**, in the Petition, the Petitioner requests that the Project be paid for by special assessments assessed upon the Project Site (the “Special Assessments”) in an amount sufficient to pay the costs of the Project, which is estimated to be \$22,418,082.96, including other related costs of financing the Project, which include, without limitation, the payment of principal of, and interest on, obligations issued to pay the costs of the Project and other interest, financing, credit enhancement, and issuance expenses and ongoing trustee fees and District administrative fees and expenses, and requests that the Project be undertaken cooperatively by Township, the District, and such other parties as Township may deem necessary or appropriate.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Board of Trustees:

**SECTION 1.** This Board approves the Petition, the Program Plan, the Supplemental Plan, and the Articles of Incorporation now on file with the Fiscal Officer. Under the Creation Resolution, the Plan, and the Articles of Incorporation, the Project Site is added to the territory of the District.

**SECTION 2.** This Board hereby approves and consents to (i) any addition of real property to the territory of the District within the boundaries of any municipal corporation or township in which a portion of the territory of the District is located or any municipal corporation or township located in a county which is contiguous to the counties in which a portion of the territory of the District is located; (ii) the addition of the municipal corporation or township in which such real property is located as a “participating political subdivision,” as defined in Ohio Revised Code Section 1710.01(E), of the District; and (iii) any amendment to the Articles of Incorporation or the Plan necessary to recognize or effect such addition.

**SECTION 3.** In accordance with the Articles of Incorporation, this Board hereby appoints the Finance Director of the Township to the Board of Directors of the District. This Board also recognizes that the Township Administrator, as the chief administrative officer of the Township, shall serve as a Director of the District or shall appoint an employee of the Township involved with the Township’s planning or economic development functions to serve as a Director of the District.



**SECTION 4.** Pursuant to Ohio Revised Code Section 1710.02(G)(4), this Board determines that the Project is not required to be owned exclusively by the Township for its purposes, for uses determined by this Board, as the legislative authority of the Township, as those that will promote the welfare of the people of such participating political subdivision; to improve the quality of life and the general and economic well-being of the people of the Township; to better ensure the public health, safety, and welfare; to protect water and other natural resources; to provide for the conservation and preservation of natural and open areas and farmlands, including by making urban areas more desirable or suitable for development and revitalization; to control, prevent, minimize, clean up, or mediate certain contamination of or pollution from lands in the state and water contamination or pollution; or to provide for safe and natural areas and resources. This Board accordingly authorizes the Board of Directors to act as its agent to sell, transfer, lease, or convey the Project. The consideration the Board of Directors must obtain from any sale, transfer, lease, or conveyance of the special energy improvement project on the Project Site is any consideration greater than or equal to One Dollar and Zero Cents (\$1.00).

**SECTION 5.** This Board declares necessary, and a vital and essential public purpose of Township, to improve the Project Site within Township by providing for the acquisition, construction, and improvement of the Project by the Petitioner, as set forth in the Petition, and providing for the payment of the costs of the project, including any and all architectural, engineering, legal, insurance, consulting, energy auditing, planning, acquisition, installation, construction, surveying, testing, and inspection costs; the amount of any damages resulting from the Authorized Improvements and the interest on such damages; the costs incurred in connection with the preparation, levy and collection of the special assessments; the cost of purchasing and otherwise acquiring any real estate or interests in real estate; expenses of legal services; costs of labor and material; and other financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to provide a loan to the Company or otherwise to pay costs of the Authorized Improvements in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and District administrative fees and expenses; together with all other necessary expenditures, all as more fully described in the Petition and profiles, specifications, and estimates of cost of the Project, all of which are on file with the Fiscal Officer and open to the inspection of all persons interested.

**SECTION 6.** This Board determines that the Project's elements are so situated in relation to each other that in order to complete the acquisition and improvement of the Project's elements in the most practical and economical manner, they should be acquired and improved at the same time, with the same kind of materials, and in the same manner; and that the Project's elements shall be treated as a single improvement, pursuant to Ohio Revised Code Section 727.09, and the Project's elements shall be treated as a joint improvement to be undertaken cooperatively by Township and the District pursuant to Ohio Revised Code Section 9.482 and Ohio Revised Code Chapter 1710.

**SECTION 7.** The plans and specifications and total cost of the Project now on file in the office of the Fiscal Officer are approved, subject to changes as permitted by Ohio Revised Code Chapter 727. The Project shall be made in accordance with the plans, specifications, profiles, and estimates for the Project.

**SECTION 8.** This Board declares that the Project is an essential and vital public, governmental purpose of Township as a Special Energy Improvement Project, as defined in Ohio Revised Code Section 1710.01(I); and that in order to fulfill that essential and vital public purpose of Township, it is necessary and proper to provide, in cooperation with the District, for the acquisition, construction, and improvement of the Project in the manner contemplated by the Petition. This Board determines and declares that the Project is conducive to the public peace, health, safety, and welfare of Township and the inhabitants of Township.

**SECTION 9.** Pursuant to, and subject to, the provisions of a valid Petition signed by the owners of 100% of the Project Site, the entire cost of the Project shall be paid by the Special Assessments levied against the Project

Site, which is the benefited property. The provisions of the Petition are ratified, adopted, approved and incorporated into this Resolution as if set forth in full in this Resolution. The portion of the costs of the Project allocable to Township will be 0%. Township does not intend to issue securities in anticipation of the levy of the Special Assessments.

**SECTION 10.** The method of levying the Special Assessments shall be in proportion to the benefits received, allocated among the parcels constituting the Project Site as set forth in the Petition.

**SECTION 11.** The lots or parcels of land to be assessed for the Project shall be the Project Site, described in Exhibit "A" to the Petition, all of which lots and lands are determined to be specially benefited by the Project.

**SECTION 12.** The Special Assessments shall be levied and paid in 56 semi-annual installments pursuant to the list of estimated Special Assessments set forth in the Petition, and the Petitioner has waived its option to pay the Special Assessment in cash within 30 days after the passage of the assessing Resolution. The period over which the services and improvements provided pursuant to the Supplemental Plan are useful is determined to exceed 28 years.

The aggregate amount of Special Assessments estimated to be necessary to pay the costs of the Project is \$22,418,082.96. Each semi-annual Special Assessment payment represents payment of a portion of the principal of and interest on obligations issued to pay the costs of the Project and of administrative expenses. The interest portion of the Special Assessments, together with amounts used to pay administrative expenses, are determined to be substantially equivalent to the fair market rate or rates of interest that would have been borne by securities issued in anticipation of the collection of the Special Assessments if such securities had been issued by Township. In addition to the Special Assessments, the Butler County Auditor (the "County Auditor") may impose a special assessment collection fee with respect to each annual payment, which amount will be added to the Special Assessments by the County Auditor.

**SECTION 13.** The Fiscal Officer or the Fiscal Officer's designee is authorized and directed to prepare and file in the office of the Board the estimated Special Assessments for the cost of the Project in accordance with the method of assessment set forth in the Petition and this Resolution, showing the amount of the assessment against each lot or parcel of land to be assessed.

**SECTION 14.** That pursuant to the Petition, the Petitioner has waived notice of the adoption of this Resolution and the filing of the estimated Special Assessments, as provided in Ohio Revised Code Section 727.13, and Township hereby accepts that waiver.

**SECTION 15.** The Fiscal Officer or the Fiscal Officer's designee is authorized, pursuant to Ohio Revised Code Section 727.12, to cause the Special Assessments to be levied and collected at the earliest possible time including, if applicable, prior to the completion of the acquisition and construction of the Project.

**SECTION 16.** The Special Assessments will be used by Township to provide the Authorized Improvements in cooperation with the District in any manner, including assigning the Special Assessments actually received by Township to the District or to another party Township deems appropriate, and the Special Assessments are appropriated for such purposes.

**SECTION 17.** This Board accepts and approves the waiver of all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Ohio Revised Code Chapter 727 and Ohio Revised Code Chapter 1710 and consents to the immediate imposition of the Special Assessments upon the Project Site. This waiver encompasses, but is not limited to, waivers by the Petitioner of the following rights:



DRAFT

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Business Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Motion to approve Statutory Resolution 34-2022 Determining to Proceed with Acquisition, Construction, and Improvement of Certain Public Improvements in Township in Cooperation with the I-75 Energy Special Improvement District

<b>Background:</b>
<p>The State of Ohio authorizes the establishment of Energy Special Improvement Districts (ESID) to implement Property Assessed Clean Energy (PACE) financing options for businesses looking to make major investments in energy efficient upgrades. ESIDs are governed by a Board of Directors created to manage business requests and ensure the projects meet all qualifications of the PACE terms.</p> <p>PACE Financing offers commercial property owners the opportunity to leverage property assessment financing to pay for energy efficiency and renewable energy projects. PACE is designed to assist commercial property owners with access to affordable, extended term financing for both new construction and energy related improvements for their buildings.</p> <p>In order for businesses to qualify for PACE funding options, they must be geographically located within the boundaries of an ESID. Currently, Monroe, Fairfield and Liberty Townships comprise the participating political subdivisions of the I-75 ESID, which was established in 2020. Full details can be found at <a href="http://www.I75economicdevelopment.org">www.I75economicdevelopment.org</a></p> <p>The various pieces of legislation before the West Chester Trustees will include the addition of the project site within West Chester Township to the existing I-75 ESID and inclusion of West Chester as a participating political subdivision of the I-75 ESID. Doing so will open West Chester businesses to the benefits of PACE funding options as they consider energy efficient upgrades.</p> <p>Prior to bringing this legislation forward, West Chester has engaged legal counsel and the Finance Department to ensure there is very limited risk to West Chester in joining this ESID. This research was undertaken over the past two months and has answered various questions and concerns West Chester had in enacting such legislation.</p> <p>The overall risk to West Chester in joining an ESID is exceptionally low. PACE funds are approved through private lenders and no township funds are exposed or dedicated to such funding in any manner. West Chester simply acts as a middle-man to accept the special assessments collected by Butler County and distribute them to the funding partners. At no time are any West Chester funds exposed to risk. West Chester is not responsible in any manner for defaulted projects and will never be asked to distribute any funds other than those received from Butler County. Projects are not overly common. Since its inception in 2020, the I-75 ESID has only had one application. It simply provides a low-risk tool for West Chester to offer our business community.</p> <p>The legislation to be considered by the Board of Trustees includes levying the special assessments against from the Hyatt House property at VOA Park, as described in a PACE petition received from the property owner. The developers of this hotel are refinancing and wish to include several energy upgrades as part of</p>

this refi. While this project has had noticeable delays due to market forces related to COVID, it is now on track to be completed. The PACE funding will help the developers to complete the project by refinancing existing debt with new debt to be repaid with the PACE special assessments.

West Chester began exploring the idea of ESIDs five years ago when IKEA approached the Township to help complete their solar panel array on the roof of their West Chester location. At that time, IKEA decided to proceed without PACE funds and the idea of a West Chester ESID was shelved. But with the need to stay market-competitive and give our business community all the options that could be available to them, we now request the consideration of this ESID adoption.

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

## **RESOLUTION NO. 34-2022**

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### **Statutory Resolution Determining to Proceed with Acquisition, Construction, and Improvement of Certain Public Improvements in Township in Cooperation with the I-75 Energy Special Improvement District**

**WHEREAS**, the Board duly adopted Resolution 33-2022 on November 15, 2022 (the “Resolution of Necessity”), (i) declaring the necessity of acquiring, constructing, and improving energy efficiency improvements, including, without limitation, energy efficient building envelope and related improvements (the “Project”, as more fully described in the Petition referenced in this Resolution) located on real property currently owned by HH Liberty Way, LLC (the “Owner” or “Petitioner”) at 7800 Liberty Field road, West Chester, Ohio within Township (the “Property”, as more fully described in Exhibit A to the Petition); (ii) providing for the acquisition, construction, and improvement of the Project by the Company, as set forth in the Petitioner’s Petition for Special Assessments for Special Energy Improvement Projects (the “Petition”) and the I-75 Energy Special Improvement District Program Plan Supplement to Plan for 7800 Liberty Field Drive, West Chester, Butler County, Ohio, Project (the “Supplemental Plan”) including by levying and collecting special assessments to be assessed upon the Property (the “Special Assessments”) in an amount sufficient to pay the costs of the Project, which is estimated to be in the amount of \$22,418,082.96, and which includes other related costs of financing the Project, which include, without limitation, the payment of principal of, and interest on, nonprofit corporate obligations issued to pay the costs of the Project and other interest, financing, credit enhancement, and issuance expenses and ongoing trustee fees and I-75 Energy Special Improvement District (“District”) administrative fees and expenses; and (iii) determining that the Project will be treated as a special energy improvement project to be undertaken cooperatively by Township and the District; and

**WHEREAS**, the claims for damages alleged to result from and objections to the Project have been waived by 100% of the affected property owners and no claims for damages have been filed.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Board of Trustees:

**SECTION 1.** Each capitalized term used in this Resolution where the rules of grammar would otherwise not require and not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the Resolution of Necessity.

**SECTION 2.** This Board declares that its intention is to permit the Petitioner to proceed with the acquisition, construction, and improvement of the Project described in the Petition and the Resolution of Necessity. The Project shall be made in accordance with the provisions of the Resolution of Necessity and with the plans, specifications, profiles, and estimates of cost previously approved and now on file with the Fiscal Officer of Township (the “Fiscal Officer”) and the Board.

**SECTION 3.** The Special Assessments to pay costs of the Project, which are estimated to be in the amount of \$22,418,082.96, including other related financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to provide a loan to the Company or otherwise to pay costs of the Authorized Improvements in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and District administrative fees and expenses, shall be assessed against the Property in the manner and in the number of semi-annual installments





# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Business Item
<b>Submitted By:</b>	
Aaron Wiegand, Director of Community Development	

<b>Motion:</b>
Motion to approve Statutory Resolution 35-2022 Levying Special Assessments for the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in West Chester Township in Cooperation with the I-75 Energy Special Improvement District; and, Authorizing and Approving a Cooperative Agreement Providing for Financing of a Special Energy Improvement Project in West Chester Township

<b>Background:</b>
<p>The State of Ohio authorizes the establishment of Energy Special Improvement Districts (ESID) to implement Property Assessed Clean Energy (PACE) financing options for businesses looking to make major investments in energy efficient upgrades. ESIDs are governed by a Board of Directors created to manage business requests and ensure the projects meet all qualifications of the PACE terms.</p> <p>PACE Financing offers commercial property owners the opportunity to leverage property assessment financing to pay for energy efficiency and renewable energy projects. PACE is designed to assist commercial property owners with access to affordable, extended term financing for both new construction and energy related improvements for their buildings.</p> <p>In order for businesses to qualify for PACE funding options, they must be geographically located within the boundaries of an ESID. Currently, Monroe, Fairfield and Liberty Townships comprise the participating political subdivisions of the I-75 ESID, which was established in 2020. Full details can be found at <a href="http://www.I75economicdevelopment.org">www.I75economicdevelopment.org</a></p> <p>The various pieces of legislation before the West Chester Trustees will include the addition of the project site within West Chester Township to the existing I-75 ESID and inclusion of West Chester as a participating political subdivision of the I-75 ESID. Doing so will open West Chester businesses to the benefits of PACE funding options as they consider energy efficient upgrades.</p> <p>Prior to bringing this legislation forward, West Chester has engaged legal counsel and the Finance Department to ensure there is very limited risk to West Chester in joining this ESID. This research was undertaken over the past two months and has answered various questions and concerns West Chester had in enacting such legislation.</p> <p>The overall risk to West Chester in joining an ESID is exceptionally low. PACE funds are approved through private lenders and no township funds are exposed or dedicated to such funding in any manner. West Chester simply acts as a middle-man to accept the special assessments collected by Butler County and distribute them to the funding partners. At no time are any West Chester funds exposed to risk. West Chester is not responsible in any manner for defaulted projects and will never be asked to distribute any funds other than those received from Butler County. Projects are not overly common. Since its inception in 2020, the I-75 ESID has only had one application. It simply provides a low-risk tool for West Chester to offer our business community.</p> <p>The legislation to be considered by the Board of Trustees includes levying the special assessments against from the Hyatt House property at VOA Park, as described in a PACE petition received from the property</p>

owner. The developers of this hotel are refinancing and wish to include several energy upgrades as part of this refi. While this project has had noticeable delays due to market forces related to COVID, it is now on track to be completed. The PACE funding will help the developers to complete the project by refinancing existing debt with new debt to be repaid with the PACE special assessments.

West Chester began exploring the idea of ESIDs five years ago when IKEA approached the Township to help complete their solar panel array on the roof of their West Chester location. At that time, IKEA decided to proceed without PACE funds and the idea of a West Chester ESID was shelved. But with the need to stay market-competitive and give our business community all the options that could be available to them, we now request the consideration of this ESID adoption.

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

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**ENERGY PROJECT COOPERATIVE AGREEMENT**

By and among

FAIRFIELD, LIBERTY, MONROE, WEST CHESTER ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:

I-75 ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.;

HH LIBERTY WAY, LLC;

GREENWORKS LENDING LLC; and

TOWNSHIP OF WEST CHESTER, BUTLER COUNTY, OHIO

Dated as of [\_\_\_\_\_], 2022

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BRICKER & ECKLER LLP

## ENERGY PROJECT COOPERATIVE AGREEMENT

THIS ENERGY PROJECT COOPERATIVE AGREEMENT (the “Agreement”) is made and entered into as of [\_\_\_\_\_], 2022 (the “Closing Date”), between the FAIRFIELD, LIBERTY, MONROE, WEST CHESTER ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., doing business under the registered trade name I-75 ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., a nonprofit corporation and special improvement district duly organized and validly existing under the laws of the State of Ohio (the “State”) (the “ESID”), HH LIBERTY WAY, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware (the “Owner”), GREENWORKS LENDING LLC a limited liability company duly organized and validly existing under the laws of the State of Delaware (together with its successors and assigns, the “Investor”), and the TOWNSHIP OF WEST CHESTER, BUTLER COUNTY, OHIO, a township duly organized and validly existing under the constitution and laws of the State (the “Township”) (the capitalized terms used in this Agreement and not defined in the preamble and recitals have the meanings stated in **Exhibit A** to this Agreement):

A. The ESID was created under Ohio Revised Code Chapters 1702 and 1710 and established pursuant to Emergency Resolution No. 53-2019 of the City Council of the City of Monroe, Ohio approved on January 14, 2020. Pursuant to the same action, the Butler County Energy Special Improvement District Program Plan (as amended and supplemented from time to time, the “Project Plan”) was adopted as a plan for public improvements and public services under Ohio Revised Code Section 1710.02(F).

B. The ESID is an energy special improvement district and nonprofit corporation duly organized and validly existing under the laws of the State to further the public purpose of implementing special energy improvement projects pursuant to the authority in Ohio Revised Code Chapter 1710 and Article VIII, Section 2o of the Ohio Constitution.

C. On November 15, 2022, by its Resolution No. [\_\_\_\_\_] the Board of Trustees (the “Board of Trustees”) of the Township approved the Petition for Special Assessments for Special Energy Improvement Projects and Affidavit (the “Petition”) submitted by the Owner to the Township, together with the Fairfield, Liberty, Monroe, West Chester Energy Special Improvement District Program Plan Supplement to Plan for 7800 Liberty Field Dr., West Chester, Ohio Project (the “Supplemental Plan”), as a supplement to the Plan.

D. Pursuant to the Project Plan, the ESID, among other services, shall assist property owners, whether private or public, who own real property within participating political subdivisions to obtain financing for special energy improvement projects.

E. In order to obtain financing for special energy improvement projects and to create special assessment revenues available to pay and repay the costs of special energy improvement projects, the Petition requested that the Board of Trustees levy Special Assessments against the Owner’s property as more fully described in the Supplemental Plan.

F. The ESID, the Owner, the Investor, and the Township (collectively the “Parties,” and each, a “Party”) each have determined that the most efficient and effective way to implement the financing, acquisition, installation, equipping, and improvement of special energy

improvement projects and to further the public purposes set forth above is through this Agreement, pursuant to the Special Assessment Act and on the terms set forth in this Agreement, with (i) the Investor providing the Project Advance to finance the costs of the special energy improvement projects described in the Supplemental Plan, (ii) the ESID and the Owner cooperating to acquire, install, equip and improve the special energy improvement projects, (iii) the Owner agreeing to make Special Assessment payments in an aggregate amount that will provide revenues sufficient to pay or repay the permitted costs of the special energy improvement projects, (iv) the Township agreeing to assign and transfer all Special Assessment payments and Delinquency Amounts actually received by the Township to the Investor to repay the Project Advance; and (v) the ESID agreeing to assign, transfer, and set over to the Investor any of its right, title, or interest in and to the Special Assessments which it may have by operation of law, this Agreement, or otherwise; provided that a portion of the Special Assessments may be retained by, or be payable to, the Township, the County Auditor, or the ESID, all pursuant to and in accordance with this Agreement.

G. The Parties each have full right and lawful authority to enter into this Agreement and to perform and observe its provisions on their respective parts to be performed and observed, and have determined to enter into this Agreement to set forth their respective rights, duties, responsibilities, obligations, and contributions with respect to the implementation of special energy improvement projects within the ESID.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants, and agreements contained in this Agreement, the Parties agree as follows; provided, that any obligation of the ESID created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the ESID, or give rise to any pecuniary liability of the ESID, but any such obligation shall be payable solely from the Special Assessments and Delinquency Amounts actually received by the ESID, if any; and provided, further, that any obligation of the Township created by or arising out of this Agreement never shall constitute a general obligation, bonded indebtedness, or a pledge of the general credit of the Township, or give rise to any pecuniary liability of the Township, but any such obligation shall be payable solely from the Special Assessments actually received by the Township, if any:

## ARTICLE I: DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, words and terms used in this Agreement shall have the meanings set forth in Exhibit A to this Agreement unless the context or use clearly indicates another meaning or intent. Definitions shall apply equally to both the singular and plural forms of any of the words and terms. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Section 1.2. Interpretation. Any reference in this Agreement to the ESID, the ESID Board, the Owner, the Township, the Board of Trustees, the Investor, or to any member, manager, or officer of any of the foregoing, includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State or the Special Assessment Act, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision, or chapter as amended, modified, revised, supplemented, or superseded from time to time; provided, however, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this provision if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Section 1.3. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit, or describe the scope or intent of any of this Agreement's Articles, Sections, subsections, paragraphs, subparagraphs or clauses.

## ARTICLE II: COOPERATIVE ARRANGEMENTS; ASSIGNMENT OF SPECIAL ASSESSMENTS

Section 2.1. Agreement Between the ESID, the Township, and the Investor. The Owner and the ESID have requested the assistance of the Investor and the Township in the financing of special energy improvement projects within the ESID. For the reasons set forth in this Agreement's Recitals—which Recitals are incorporated into this Agreement by this reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties—the Township and the ESID have requested the assistance and cooperation of the Investor in the collection and payment of Special Assessments in accordance with this Agreement. The Parties intend this Agreement to be, and it shall be, an agreement among the Parties to cooperate in the financing, acquisition, installation, equipping, and improvement of “special energy improvement projects,” pursuant to Ohio Revised Code Chapter 1710, and as that term is defined in Ohio Revised Code Section 1710.01(I). The Parties intend this Agreement's provisions to be, and they shall be construed as, agreements to take effective cooperative action and to safeguard the Parties' interests.

Upon the considerations stated above and upon and subject to the terms and conditions of this Agreement, the Investor, on behalf of the Parties, shall make the Project Advance available to the Owner to pay the costs of the Project. The Township and the ESID shall assign, transfer, set over, and pay the Special Assessments actually received by the Township or the ESID, respectively, to the Investor, to pay the costs of the Project at the times and in the manner provided in this Agreement; provided, however, that the Township, the ESID, and the Investor intend that the Township shall receive all Special Assessments and Delinquency Amounts from the County Treasurer and shall transfer, set over, and pay all Special Assessments and Delinquency Amounts received from the County Treasurer, other than amounts retained by the Township as the Township Fee, directly to the Investor. The Township, the ESID, and the Investor further intend and agree that the Investor shall pay to the ESID, out of the Special Assessments received by the Investor, the semi-annual ESID Fee for the ESID's administrative expenses; provided, however, that if the amount of Special Assessments received by the Investor in any year are insufficient to pay the principal of, and interest on the Project Advance due in that year and the semi-annual ESID Fee, the Special Assessments received shall first be applied to the payment of interest on the Project Advance, then to the repayment of the principal of the Project Advance, and then to the payment of the semi-annual ESID Fee.

Notwithstanding anything in this Agreement to the contrary, any obligations of the Township under this Agreement, including the obligation to transfer the Special Assessments and Delinquency Amounts received by the Township to the Investor, shall be a special obligation of the Township and shall be required to be made only from Special Assessments actually received by or on behalf of the Township, if any. The Township's obligations under this Agreement are not and shall not be secured by an obligation or pledge of any moneys raised by taxation. The Township's obligations under this Agreement do not and shall not represent or constitute a debt or pledge of the Township faith and credit or taxing power, and the Owner and the Investor do not have and shall not have any right to have taxes levied by the Township for the transfer of the Special Assessments.

Section 2.2. Special Assessments; Township Transfer of Special Assessments.

- (a) The Special Assessment Proceedings. The Township has taken all necessary actions required by the Special Assessment Act to levy and collect the Special Assessments on the Property.

Pursuant to Ohio Revised Code Section 727.33, the Parties agree that the Township shall certify the Special Assessments to the County Auditor for collection, and the Parties agree that the County Auditor shall collect the unpaid Special Assessments with and in the same manner as other real property taxes and pay the amount collected to the Township. The Parties intend that the County Auditor and the County Treasurer shall have the duty to collect the Special Assessments through enforcement proceedings in accordance with applicable law.

- (b) Collection of Delinquent Special Assessments. The ESID and the Investor are hereby authorized to take any and all actions as assignees of and, to the extent required by law, in the name of, for, and on behalf of, the Township to collect delinquent Special Assessments levied by the Township pursuant to the Special Assessment Act and to cause the lien securing the delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings. The proceeds of the enforcement of any such lien shall be deposited and used in accordance with this Agreement.

- (c) Prepayment of Special Assessments. The Parties agree that the Special Assessments assessed against the Property and payable to the Township pursuant to the Special Assessment Act may be prepaid to the Investor by the Owner in accordance with Section 4.7 of this Agreement. Except as set forth in this Section 2.2(c) and Section 4.7 of this Agreement, the Owner shall not prepay any Special Assessments. Except as specifically provided in this Agreement to the contrary, no other action pursuant to any provision of this Agreement shall abate in any way the payment of the Special Assessments by the owners of property or the transfer of the Special Assessments by the Township to the Investor.

- (d) Reduction of Special Assessments. The Parties agree that the Special Assessments may be subject to reduction, but only upon the express written consent or instruction of the Investor. If the Owner causes the Special Assessments to be prepaid in accordance with Sections 2.2(c) and 4.7 of this Agreement, upon the Township's receipt of the Investor's express written consent or instruction, including the Investor's calculation of the amount of the semi-annual Special Assessments to be paid, the Township shall certify to the County Auditor, prior to the last date in the then-current tax year on which townships may certify special assessments to the County Auditor, a reduction in the amount of Special Assessments collected such that, following such reduction, the amount of Special Assessments remaining to be paid shall be equal to the amounts necessary to pay, as and when due, the remaining outstanding principal of the Project Advance, together with interest at the annual rate of [\_\_]%, the semi-annual Township Fee, and the semi-annual ESID Fee. The parties acknowledge and agree that County Auditor may calculate, charge, and collect a fee on each installment of the Special Assessments in an amount that the County Auditor deems necessary to defray the expenses of collecting the Special Assessments pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties. Notwithstanding anything in the Agreement to the contrary, the Township shall not cause any reduction in the amount of Special Assessments without the prior written consent or instruction of the Investor.
- (e) Assignment of Special Assessments. The Township agrees that it shall establish its funds for the collection of the Special Assessments as separate funds maintained on the Township's books and records and to be held in the custody of a bank with which the Township maintains a depository relationship. The Township hereby assigns to the Investor all of its right, title and interest in and to: (i) the Special Assessments received by the Township this Agreement other than the amount necessary to pay to the Township the Township Fee, (ii) the Township's special assessment funds established for the Project, and (iii) any other property received or to be received from the Township under this Agreement. The Township further shall transfer, set over, and pay the Special Assessments and any Delinquency Amounts to the Investor in accordance with this Agreement. The Parties agree that each of the Township, the ESID, and the Investor, as assignee of the Special Assessments, is authorized to take any and all actions, whether at law, or in equity, to collect delinquent Special Assessments levied by the Township pursuant to law and to cause the lien securing any delinquent Special Assessments to be enforced through prompt and timely foreclosure proceedings, including, but not necessarily limited to, filing and prosecution of mandamus or other appropriate proceedings to induce the County Prosecutor, the County Auditor, and the County Treasurer, as necessary, to institute such prompt and timely foreclosure proceedings.
- (f) Transfer of Special Assessments. The Parties anticipate that semi-annual installments of the Special Assessments and any Delinquency Amounts will be paid to the Township by the County Auditor and the County Treasurer in accordance with Ohio Revised Code Chapters 319, 321, 323, and 727, which, without limiting



the generality of the foregoing, contemplates that the County Auditor and County Treasurer will pay the Special Assessments and any Delinquency Amounts to the Township on or before June 1 or December 1 of each year. The Township shall deliver to the Investor any moneys received by the Township as Special Assessments and any Delinquency Amounts, less the Township Fee, not later than twenty-one (21) calendar days after the receipt of such moneys and the corresponding final settlement from the County Auditor, and the Township shall deliver to the Investor all such moneys received by the Township as Special Assessments and any Delinquency Amounts, less the Township Fee, by ACH or check as determined in the sole discretion of the Township. The Investor shall provide the Township and the ESID with account and payment information in the form of **Exhibit I** on the date on which this Agreement becomes effective. The Investor may from time to time provide updated written account and payment information in the form of **Exhibit I** to the Township and the ESID for the payment of Special Assessments and Delinquency Amounts, but the Township shall maintain its right to send the Special Assessments and Delinquency Amounts by ACH or check in its sole discretion. If at any time during the term of this Agreement the County Auditor agrees, on behalf of the Township and the ESID, to disburse the Special Assessments and Delinquency Amounts to the Investor pursuant to instructions or procedures agreed upon by the County Auditor, the ESID, and the Township, then, upon each transfer of an installment of the Special Assessments and Delinquency Amounts from the County Auditor to the Investor, the Township shall be deemed to have satisfied all of its obligations under this Agreement to transfer that installment of the Special Assessments or any Delinquency Amounts to the Investor, and the Investor agrees that the Township shall be deemed to have satisfied all of its obligations under this Agreement to transfer that installment of the Special Assessments and any Delinquency Amounts to the Investor.

- (g) Repayment of Project Advance. The Investor shall credit, on the dates shown on the Repayment Schedule (which is attached to, and incorporated into, this Agreement as **Exhibit B**), Special Assessments in the amounts shown on the Repayment Schedule to the payment of accrued interest on the Project Advance and to the repayment of the portion of the principal of the Project Advance scheduled to be repaid on such date. The Investor, on the dates shown on the Repayment Schedule, further shall pay to the ESID, after the payment of accrued interest on the Project Advance and the repayment of the portion of principal of the Project Advance scheduled to be repaid on such date, the semi-annual ESID Fee or such lesser amount as may be available from the Special Assessments on the applicable date after the payment of accrued interest on the Project Advance and the repayment of the portion of the principal of the Project Advance scheduled to be repaid on such date. The Parties acknowledge and agree that the County Auditor may calculate, charge, and collect a fee on each installment of the Special Assessments in an amount that the County Auditor deems necessary to defray the expense of collecting the Special Assessments pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties, and that such fee shall be paid to the

County Auditor with the Special Assessments, and that the County Auditor will retain such fee.

Section 2.3. Security for Advanced Funds. To secure the transfer of the Special Assessments and any Delinquency Amounts by the Township to the Investor, and in accordance with the Special Assessment Act, the ESID hereby assigns, transfers, sets over, and shall pay all of its right, title, and interest in and to the Special Assessments and any Delinquency Amounts related to the ESID actually received by or on behalf of the Township to the Investor. The Owner agrees and consents to such assignment.

### ARTICLE III: REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 3.1. The Township's Representations and Warranties. The Township represents and warrants that:

- (a) It is a township duly organized, and validly existing under the Constitution and applicable laws of the State.
- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Township that would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the Township's knowledge, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the Township and does not and will not conflict with or result in a default under any agreement or instrument to which the Township is a party or by which it is bound.
- (d) It, by proper action, duly has authorized, executed, and delivered this Agreement, and the Township has taken all steps necessary to establish this Agreement and the Township's covenants and agreements within this Agreement, as valid and binding obligations of the Township, enforceable in accordance with their terms.
- (e) There is no litigation pending, or to its knowledge threatened, against or by the Township in which an unfavorable ruling or decision would materially adversely affect the Township's ability to carry out its obligations under this Agreement.
- (f) The assignment contained in Section 2.2(e) is a valid and binding obligation of the Township with respect to the Special Assessments received by the Township under this Agreement.

Section 3.2. The ESID's Representations and Warranties. The ESID represents and warrants that:

- (a) It is a nonprofit corporation and special improvement district, duly organized, and validly existing under the Constitution and applicable laws of the State.

- (b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the ESID that would impair its ability to carry out its obligations contained in this Agreement.
- (c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the ESID's knowledge, that execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to the ESID and does not and will not conflict with or result in a default under any agreement or instrument to which the ESID is a party or by which it is bound.
- (d) It, by proper action, duly has authorized, executed, and delivered this Agreement, and the ESID has taken all steps necessary to establish this Agreement and the ESID's covenants and agreements within this Agreement as valid and binding obligations of the ESID, enforceable in accordance with their terms.
- (e) There is no litigation pending, or to its knowledge threatened, against or by the ESID in which an unfavorable ruling or decision would materially adversely affect the ESID's ability to carry out its obligations under this Agreement.
- (f) The ESID shall provide an opinion of PACE Counsel dated as of the Closing Date to the addressees included in such opinion regarding the enforceability and compliance with applicable law of the Agreement and the Petition.
- (g) The assignment contained in Section 2.3 is a valid and binding obligation of the ESID with respect to the ESID's right, title and interest in the Special Assessments under this Agreement.

Section 3.3. The Owner's Representations and Warranties. The Owner represents and warrants that:

- (a) It is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Delaware. It has all necessary power and authority to own the Property, to conduct its business, to lease the Property as lessor, and to enter into the transactions contemplated hereby, and is duly qualified to do business in all other jurisdictions in which it is required to be qualified, except where failure to be so qualified does not have a material adverse effect on it, and will remain so qualified and in full force and effect during the period during which Special Assessments shall be assessed, due, and payable.
- (b) It has the right to enter into and perform and, by proper action, duly has authorized, executed, and delivered the Transaction Documents, and it has taken all steps necessary to establish this Agreement and its covenants and agreements within this Agreement as valid and binding obligations, enforceable in accordance with their terms. The delivery and performance of the Transaction Documents does not conflict and is not inconsistent with, and will not result in the breach of or constitute a default or require any consent that has not already been obtained under any

organizational documents, credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, guarantee or other instrument to which the Owner is a party, by which the Owner may be bound, or to which the Owner or its property may be subject.

- (c) There are no actions, suits or proceedings pending or, to its knowledge, threatened against or affecting it, the Property, or the Project that, if adversely determined, would individually or in the aggregate materially impair its ability to perform any of its obligations under this Agreement, or materially adversely affect its financial condition or the Property (an "Action"), and during the term of this Agreement, the Owner shall promptly notify the Investor of any Action commenced or to its knowledge threatened against it.
- (d) It is not in default under this Agreement and to its knowledge no condition the continuance in existence of which would constitute a default under this Agreement exists. It is not in default in the payment of any Special Assessments or under any agreement or instrument related to the Special Assessments that has not been waived or allowed. No foreclosure action is currently threatened or has been commenced with respect to the Property. Owner is not currently in default on any mortgage loan(s), deed of trust, financing statements or other debt instruments secured by the Property.
- (e) No representation or warranty made by it contained in this Agreement, and no statement contained in any certificate, schedule, list, financial statement or otherwise furnished to the Investor or the ESID by it or on its behalf contained, as of the date thereof, any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained herein or therein not misleading. All information provided by the Owner to the Investor in writing or in electronic form is complete, true and correct in all material respects.
- (f) Since the date of the most recent financial statements of the Owner provided to the Investor, there has been no material adverse change in the financial condition of the Owner, nor has the Owner mortgaged, pledged or granted a security interest in or encumbered the Property since such date, except as otherwise disclosed to the Investor in writing, and the financial statements which have been delivered to the Investor prior to the date of this Agreement are true, correct, and current in all material respects, have been prepared in accordance with United States generally accepted accounting principles consistently applied, and fairly represent the respective financial conditions of the subjects of the financial statements as of the respective dates of the financial statements.
- (g) The Owner has good and marketable title to its Property, subject only to existing liens, pledges, encumbrances, charges or other restrictions of record set forth in **Exhibit L** hereto and liens for taxes not yet due and payable. The Property is in substantially the same condition it was at the time the most recent appraisal was obtained.

- (h) All necessary permits, inspections, licenses, consents, permissions approvals and authorizations necessary for the Project required as of the effective date of this Agreement have been obtained (collectively, "Permits"). To the extent any Permits necessary for the Project have not yet been obtained as of the effective date of this Agreement, Owner has no reason to believe that any such Permits will not be obtained when and as required in the ordinary course.
- (i) The plans and specifications for the Project submitted by the Owner to the Investor and approved thereby ("Plans") are satisfactory to the Owner, will be a true and accurate reflection of the Project (when completed), have been approved by all Governmental Authorities having jurisdiction or will be approved prior to the first disbursement request. The budget for construction of the Project ("Budget") submitted by the Owner to Investor is an accurate current estimate of all costs necessary to construct the Project in accordance with the Plans and the cost of construction of the Project on any portion thereof is not expected to exceed the cost therefor set forth in the Budget. The Owner is responsible for any costs in excess of the Budget.
- (j) Each Disbursement Request Form presented to the Investor, and the receipt of the funds requested by the Disbursement Request Form, shall constitute an affirmation that (i) the representations and warranties contained in this Agreement remain true and correct as of the date of the Disbursement Request Form and the receipt of the funds requested by the Disbursement Request Form and (ii) no Event of Default has occurred hereunder, and no event has or shall have occurred and be continuing which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default.
- (k) Each of the Property and the Project are, and at all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, used solely for the commercial purposes disclosed by the Owner to the Investor in writing, and will not be used for personal, family or households purposes.
- (l) The Project and the Plans for the Project have been developed pursuant to an energy analysis prepared by Emerald Built Environments, which energy analysis demonstrates that the Project is expected to generate annual energy savings of \$25,350.
- (m) Each of the components of the Project is a qualified "special energy improvement project" pursuant to the definition of that term in Ohio Revised Code Section 1710.01(I).
- (n) No Insolvency Event shall have occurred or is continuing with respect to the Owner. The Owner is not aware of any circumstances or conditions with respect to the Owner, its properties, the Project, the Property, or the Special Assessments that could reasonably be expected to materially and adversely affect any of the Owner, its properties, the Project, the Property, and the Special Assessments.

- (o) The execution, delivery and performance by Owner of the Transaction Documents to which it is a party and the consummation of the transactions contemplated by Owner do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any governmental authority, except pursuant to and in accordance with the Transaction Documents.
- (p) All material tax returns and reports of Owner required to be filed have been timely filed or caused to be timely filed, and all material taxes shown on such tax returns to be due and payable and all other material taxes upon Owner and upon its properties, assets, income, businesses and franchises which are due and payable have been paid or caused to be duly and timely paid when due and payable.
- (q) No fraud, error, omission, misrepresentation, negligence or similar occurrence with respect to the Property, the Plans or Project has taken place on the part of the Owner or, to Owner's knowledge, any other person, including, without limitation, any appraiser, title company, closing or settlement agent, realtor, builder or developer or any other party involved in the Property, Plans or Project, that would materially impair in any way the rights of the Investor in the Property, Plans or Project or that violated applicable law.
- (r) To Owner's knowledge, the Property is undamaged by waste, vandalism, fire, hurricane, earthquake or earth movement, windstorm, flood, tornado or other casualty adversely affecting the value of a Property or the use for which the Property was intended. There is no proceeding pending or, to the knowledge of the Owner, threatened for the total or partial condemnation of the Property.
- (s) The individuals whose names appear in the "Owner Authorized Representatives" attached hereto as **Exhibit K**, are authorized representatives of the Owner on whose instructions and directions the Investor may rely until such time as an updated list has been provided in writing.
- (t) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, the Owner shall comply in all respects with the Special Assessment Act, and shall take any and all action necessary to remain in compliance with the Special Assessment Act.

Section 3.4. The Owner's Covenants and Additional Agreements. The Owner agrees that:

- (a) It shall not transfer or convey any right, title, or interest, in or to the Property and the Project prior to completion of the Project, without explicit written consent from the Investor. Following completion of the Project, the Owner may not transfer ownership of any right, title, or interest in or to the Property, except after giving prompt notice of any such transfer or conveyance to the Investor; provided, however, that the foregoing restrictions shall not apply to the grant or conveyance of any leasehold interests (except for leases that convey taxable title), mortgage



interests, or lien interests, except as may be otherwise provided in this Agreement. Before or simultaneous with any such transfer or conveyance, the Owner shall (i) execute, cause the transferee or purchaser to execute, and deliver to the Investor, the Township, and the ESID a fully executed "Assignment and Assumption of Energy Project Cooperative Agreement" in substantially the form attached to, and incorporated into, this Agreement as **Exhibit H**; (ii) pay all legal fees and expenses of PACE Counsel associated with legal services performed to facilitate such assignment upon receipt of an invoice from PACE Counsel. The Parties acknowledge and agree that the Assignment and Assumption of Energy Project Cooperative Agreement includes the assignment and assumption of the Owner Consent.

- (b) It shall promptly pay when due all taxes, assessments, service payments in lieu of taxes, levies, claims and charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property as well as any payments required pursuant to a mortgage, deed of trust, financing statement, or any other loan agreement or debt instrument.
- (c) It shall not, without the prior written consent of the Investor, cause or agree to the imposition of any special assessments, other than the Special Assessments, on the Property for the purpose of paying the costs of "special energy improvement projects," as that term is defined in Ohio Revised Code Section 1710.01(I), as amended and in effect at the time.
- (d) It shall promptly pay and discharge all claims for labor performed and material and services furnished in connection with the acquisition, installation, equipping, and improvement of the Project.
- (e) It promptly shall notify the Investor of any material damage or destruction to the Project or the Property. Owner shall promptly notify Investor in writing of any Insolvency Event and all pending or threatened litigation that may materially adversely impact the Property or the Project or Owner's ability to meet its obligations under the Transaction Documents. The Owner shall promptly notify Investor in writing of any Event of Default or any event which with the passage of time would constitute an Event of Default hereunder.
- (f) Upon the request of the Investor, it shall take any actions and execute any further certificates, instruments, agreements, or documents Investor deems necessary in connection with the performance of this Agreement and with the transactions, obligations, and undertakings contained in this Agreement.
- (g) It shall not, without the express written consent of the Investor, in Investor's sole discretion, impair by act or omission the integrity of the Property as a single, separate, subdivided and zoned lot separate and apart from all other property which is owned by Owner.

- (h) If Investor has provided its written consent to a subdivision or lot split relating to the Property in accordance with the subsection immediately above, subject to the terms of this subsections, provided no Event of Default exists and is continuing, Investor agrees to release the lien of the Special Assessments on one or more of the lots or parcels comprising the Property provided that such lot or parcel that the Owner is requesting the release of the lien of the Special Assessments does not contain the Project, or any part thereof, and provided further that Investor has determines, in its sole discretion, that the partial release of the lien of the Special Assessments on such lot or parcel is satisfactory to Investor. The intent of this subsection is the Investor shall not consent to or provide any partial release if Investor shall determine in its sole discretion in good faith that the prospect of repayment is impaired or threatened by reason of a requested partial release by the Owner.
  
- (i) It does not and will not engage in operations that involve the generation, manufacture, refining, transportation, treatment, storage or handling of hazardous materials or hazardous wastes, as defined under 40 C.F.R. Parts 260-270 or any state equivalent or any other federal, state or local environmental laws or regulations, except in strict compliance with all such laws and regulations, and neither the Property nor any other of its premises has been so used previously, in each case, except as previously disclosed in writing to the Investor. There are no underground storage tanks located on the Property. There is no present and to the best of Owner's knowledge there has been no past non-compliance with environmental laws, or with permits issued pursuant thereto, in connection with the Property, which has not been fully remediated in accordance with environmental laws. There is no environmental remediation required (or anticipated to be required) with respect to the Property. The Owner does not know of, and has not received, any written or oral notice or other communication from any Person relating to hazardous substances or remediation of hazardous substances, of possible liability of any person pursuant to any environmental law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with the foregoing. Owner has not received any letter or request for information under Section 104 of the Comprehensive Environmental Response, Compensation, and Liability Act (42 USC. § 9604) or any comparable state law.
  
- (j) Prior to completion of the Project, Owner shall not, without Investor's prior written consent, which may be withheld in Investor's sole discretion, sell, transfer or convey its interest in the Property or the Project, or permit a Change of Control (collectively, a "Transfer"). "Change of Control", as used herein, means a change in ownership of Owner such that the Principals, or any entity or entities directly or indirectly controlled by the Principals (a) has in the aggregate less than a fifty-one percent (51%) direct or indirect voting interest in Owner, or (b) lacks the power to direct or cause the direction of the management and policies of Owner, whether through the ownership of ownership interests in such entity, by contract or otherwise. Any Change of Control made in violation of this Section shall be a default of this Agreement. Upon a default under this Section, Owner shall, within



thirty (30) days of such Transfer, pay to Investor all outstanding amounts pursuant to the Special Assessments in full, including any prepayment penalties set forth in Section 4.7 of this Agreement and any unused line fee set forth in Section 4.2 of this Agreement upon Owner's receipt of written demand accompanied by a reasonable accounting of the amounts. Notwithstanding the foregoing or anything contained herein to the contrary, Owner shall not sell, transfer, or convey the Property to any governmental authority, domestic or foreign.

- (k) It shall not request nor use the Project Advance except to pay costs of the Project as set forth in this Agreement.
- (l) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remain outstanding, and while any Special Assessments remain to be paid, the Owner shall comply in all respects with the Special Assessment Act, and shall take any and all action necessary to remain in compliance with the Special Assessment Act.
- (m) It shall promptly pay when due the Special Assessments and all other fees and charges due pursuant to the Special Assessments and this Agreement, regardless of whether or not the Special Assessments appear on the property tax bill.
- (n) It shall pay when due all costs incurred by the Investor and/or the ESID (including any agent) in connection with any removal of the lien of the Special Assessments by the Investor and/or the ESID (or any agent).
- (o) It will not further encumber the Property with any mortgages, deeds of trust, or financing statements prior to the recordation of the Owner Consent in the land records of the Recorder of Butler County, Ohio with respect to the Property.
- (p) It has complied with, and will continue to comply with, all federal, state or local laws, statutes, regulations and ordinances. The Owner will use the proceeds of any Project Advance only for the purposes specified in this Agreement. The Owner will remain in full force and effect under the laws of the State of Ohio.
- (q) It shall pay on demand all costs and expenses of the Investor, the ESID and the Township in connection with the preparation, execution, delivery and administration, modification, amendment and termination of this Agreement and the Transaction Documents (including, without limitation, the reasonable fees and expenses of counsel).
- (r) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remains outstanding, and while any Special Assessments remain to be paid, the Owner shall obtain and maintain, or cause to be obtained and maintained, the Required Insurance Coverage for the benefit of Investor in such amounts, in such form and substance, and reasonably acceptable to Investor. Any return of insurance premium or dividends based upon the Required Insurance Coverage shall be due and payable solely to the Owner or its Lender pursuant to any agreements between the Owner and its Lender, unless such premium shall have

been paid by the Investor, in accordance with the distribution priority specified in Section 4.3.

- (s) At all times during the term of this Agreement, while any principal of or interest on the Project Advance remains outstanding, and while any Special Assessments remain to be paid, the Owner shall not file for, request, or otherwise seek the return of a penalty imposed for a late payment of any installment of the Special Assessments.

#### ARTICLE IV: PROJECT ADVANCE; CONSTRUCTION OF PROJECT; REPAYMENT

Section 4.1. Project Advance. Upon the recordation of the executed Owner Consent in the records of the County Recorder of Butler County, Ohio with respect to the Property, the Investor shall make available to the Owner the Project Advance in the amount of \$10,147,178.53 of which \$9,070,700.00 will be net funded into the Project Account (as defined below) for disbursement pursuant to Section 4.2, and capitalized interest in the amount of \$819,367.85 and fees in the amount of \$247,110.68 will be retained for the account of the Investor for further payment to itself and the entities to be paid on the Closing Date in accordance with this Agreement; provided that, for the avoidance of doubt, the Borrower acknowledges that the Investor has made the entire amount of \$10,147,178.53 available to the Borrower as of the Closing Date all of which is subject to repayment from and after the Closing Date as provided in this Agreement. The Investor shall hold the Project Advance in a segregated account established in the custody of the Investor, which account shall be referred to as the "Project Account." Subject to the terms and conditions of this Agreement, the Investor, upon the direction of the Owner, shall disburse amounts on deposit in the Project Account to the Owner or to such parties as may be named by the Owner in order to pay the costs of the Project.

If the Project Advance net funded to the Owner is insufficient to pay the costs of the Project pursuant to this Agreement, the Owner, nevertheless, shall complete the acquisition, installation, equipping, and improvement of its Project, and the Owner shall pay all such additional costs of its Project from its own funds, which obligation shall be guaranteed by [\_\_\_\_\_] pursuant to the Guaranty. The Owner shall not be entitled to reimbursement for any such additional costs of its Project, nor shall it be entitled to any abatement, diminution, or postponement of the Special Assessments. If the cost of construction of the Project or any portion thereof materially exceeds the costs set forth in the Budget, then the Owner shall immediately deposit with the Investor an amount equal to the deficiency between such budgeted cost and the actual cost.

Section 4.2. Disbursements. In order to cause disbursement of amounts on deposit in the Project Account to pay or reimburse the costs of the Project, the Owner shall submit to the Investor a request for a disbursement of the Project Advance, either in full or in partial disbursement, in a form of certification acceptable to Investor (a "Disbursement Request Form"). Each Disbursement Request Form shall, in part, set forth the payments or reimbursements requested, and shall be accompanied by invoices or other appropriate documentation supporting the payments or reimbursements requested, which materials (including all materials required by this Section 4.2 applicable to such disbursement request) shall be submitted to the Investor at least seven (7) business days prior to the anticipated date of such disbursement (or prior to the Closing

Date with respect to any disbursement of any such proceeds immediately following the effectiveness of this Agreement). In addition, the following shall occur:

- (a) With each Disbursement Request Form:
  - (i) The Owner shall deliver to the Investor copies of all related receipts and invoices and any additional information or documentation that the Investor reasonably requests;
  - (ii) The Owner shall deliver to the Investor signed lien waivers, not limited to but in the example of those attached as **Exhibit E** (for labor, services or materials which have been performed and paid for or such lien waiver will be subject to payment) from the general contractor and all other contractors, subcontractors, and suppliers performing labor, services or materials in connections with the Project, in a form acceptable to the Investor;
  - (iii) The Owner shall deliver to the Investor bank information for wiring the amounts requested for disbursement;
  - (iv) The Owner shall deliver evidence satisfactory to Investor of the Required Insurance Coverage;
  - (v) The Owner shall deliver to Investor evidence, satisfactory to the Investor, in its reasonable discretion, that such disbursement is in accordance with the Draw Schedule attached hereto as **Exhibit J**;
  - (vi) No order or notice shall have been given by any governmental agency stopping construction or stating that the work or construction is in violation of any law, ordinance, code or regulation, unless such order or notice has been rescinded and a copy of such rescission has been delivered to and shall be satisfactory to the Investor in its sole discretion.
  
- (b) With the first Disbursement Request Form submitted, in addition to the documents required under Section 4.2(a):
  - (i) The Owner shall deliver to the Investor copies of all Permits;
  - (ii) The Construction Contracts, together with all major subcontractors thereunder, as well as the Plans and Budget shall have been approved in all respects by the Investor;
  - (iii) The Owner shall deliver to the Investor the written consent of its existing mortgage lender to the levying, assessment, and collection of the Special Assessments, in a form acceptable to Investor;
  - (iv) The Owner shall provide to the Investor evidence acceptable to the Investor, in its sole discretion, that the Board of Trustees and the ESID have approved the Project;
  - (v) The Investor shall receive the executed Owner Consent and evidence that the Owner Consent has been recorded in the records of the Recorder of Butler County, Ohio with respect to the Property; and
  - (vi) The Owner and the ESID shall provide to the Investor original executed copies of this Agreement and any related certificates.

- (c) With the final Disbursement Request Form, in addition to the documents required under Section 4.2(a):
- (i) The Owner shall deliver to the Investor final waivers and releases of liens, in forms acceptable to the Investor, from the general contractor and all other contractors, subcontractors and suppliers performing labor, services or materials in connection with the Property;
  - (ii) The Owner shall deliver to the Investor evidence of substantial completion of construction of the Project in accordance with the Plans and executed completion certificates in a form acceptable to the Investor; and
  - (iii) The Owner shall deliver to the Investor a copy of the final unconditional Certificate of Occupancy (“C.O.”) for the Property and all improvements or a conditional C.O. which conditions are punch-list items only or other satisfactory evidence, in the Investor’s sole discretion.

Upon its receipt of each completed Disbursement Request Form and satisfaction of the conditions to disbursement set forth above, as determined by the Investor in its sole discretion, the Investor shall approve all or a portion of the payment or reimbursements requested to be disbursed from the Project Account. To the extent the Investor approves the payment or reimbursements requested to be disbursed from the Project Account, the Investor shall pay the Owner or such other parties as are indicated on the Disbursement Request Form the amounts described on such Disbursement Request Form. No payment or reimbursement shall be made for materials not yet installed or incorporated into the Project, except in the Investor’s sole discretion. Payments or reimbursements shall be made upon the Owner’s compliance with the terms of this Agreement in such proportion of the total cost of that part of the work completed to the Investor’s satisfaction in its sole discretion, so that at all times the undisbursed portion of the Project Advance shall be sufficient, in the Investor’s sole discretion, to complete the Project (including, without limitation, to pay all non-construction costs associated with the Project). The Investor shall have the right to make the final determination in its sole discretion as to the amount of each payment or reimbursement. The Investor may, in its sole discretion, determine the number and frequency of each payment or reimbursement, which will not exceed one hundred (100%) percent of the cost of the work then completed and in place less the standard retainage of five percent (5%) for all construction costs (unless a higher retainage is specified in any contract), such retainage will be disbursed to the Owner at the date on which the Project is substantially complete and the conditions to disbursement set forth above in Section 4.2(c) are satisfied. In no event shall the aggregate amount of payments and reimbursements exceed the amount of the Project Advance. In no event shall any payments or reimbursements be made by the Investor from and after the date on which the final payment or reimbursement is made in accordance with Section 4.2(c).

Additionally, on the date this Agreement becomes effective, the Investor shall disburse the closing costs related to the financing described in this Agreement in an amount not to exceed \$[253,754.20], as detailed in a form similar to that attached **Exhibit C** to this Agreement. Without limiting the generality of the foregoing, disbursements made pursuant to this paragraph may be for fees to the Investor, fees to the ESID, legal fees, fees to the Township, and other closing costs or contingencies, not limited to but in the example of those attached as **Exhibit C**. The Investor shall further retain and disburse to itself on the Closing Date capitalized interest in an amount not to exceed \$[771,181.57] to be applied in accordance with **Exhibit B**.

If, upon completion of the Project, there are undisbursed funds of the Project Advance (such excess amount, the "Excess Funds"), then the Excess Funds shall be applied to payment of an unused line fee equal to 5.00% of the Excess Funds to be paid to Investor and all remaining amounts of the Excess Funds shall be paid over to the Investor or its designee on the Completion Date to be held by Investor and funded from time to time by or on behalf of the Investor to the Owner for payment of the Special Assessments then due or, at the Investor's election, funded from time to time directly to the County Auditor for payment on behalf of the Owner for payment of Special Assessments as and when such Special Assessments are due. Such Excess Funds payments shall be made until the Excess Funds are fully depleted.

Section 4.3. Casualties and Takings. The Owner shall promptly notify the Investor if the Project is damaged or destroyed by fire, casualty, injury or any other cause (each such occurrence, a "Casualty"). Upon the occurrence of such Casualty, the Owner's Lender, if any, may elect, in its sole discretion and judgment, to restore the Property and the Project or to terminate the construction of the Project, and in either case, to direct the application of the insurance proceeds pursuant to the terms of Owner's Lender's agreement with the Owner, provided that if the insurance proceeds are not used to restore the Property and the Project, insurance proceeds will be distributed first to Owner's Lender pursuant to its agreements with the Owner, and next to the Investor for repayment of the outstanding balance of the Special Assessments and any related fees, and any excess proceeds will be paid to the Owner.

If the Lender determines not to restore the Property or the Project, the Investor's obligation to make disbursements under this Agreement shall be terminated. Upon the occurrence of a Casualty, if no Person is a Lender at the time of such Casualty, the insurance proceeds shall be applied to repayment of the total outstanding balance of the Special Assessments plus any applicable fees, unless the Investor agrees in its commercially reasonable discretion to the application of the insurance proceeds to the restoration of the Property. Investor shall have no obligation to make disbursements under this Agreement if restoration of the Property is not permitted. In the event restoration of the Property is permitted, the Owner shall immediately proceed with the restoration thereof in accordance with the Plans. If, in Investor's commercially reasonable judgment, said insurance proceeds are insufficient to complete the restoration, the Owner shall deposit with Investor such amounts as are necessary, in Investor's sole judgment, to complete the restoration in accordance with the Plans.

In the event any part of the Property or the Project shall be taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain (a "Taking"), the Owner's Lender, if any, may elect, in its sole discretion and judgment, not to restore the Property or the Project or to restore the Property or the Project, and in either case, to direct the application of the proceeds of the Taking pursuant to the terms of its agreements with the Owner. If the Lender determines not to restore the Property or the Project and release funds related thereto to the Owner, the Investor's obligation to make disbursements under this Agreement shall be terminated. If the Lender determines to restore the Property and the Project, the Owner shall immediately proceed with the restoration of the Project in accordance with the Plans and as otherwise required in any agreements between Owner and Lender. If, in the Investor's reasonable

judgment, the Taking proceeds available to the Owner and the Investor are insufficient to complete the restoration, the Owner shall deposit with the Investor such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the Plans.

In the event that no Person is a Lender at the time of such Taking, the Investor's obligation to make disbursements under this Agreement shall be terminated unless the Property and the Project can, in the Investor's reasonable discretion, be replaced and restored in a manner which will enable the Project to be functionally and economically utilized and occupied as originally intended. If the Property and the Project can be so restored, the Owner shall immediately proceed with the restoration of the Project in accordance with the Plans, and the Investor shall release the funds for such purpose. If, in the Investor's reasonable judgment, the Taking proceeds available to the Owner and the Investor are insufficient to complete the restoration, the Owner shall deposit with the Investor such amounts as are necessary, in the Investor's reasonable judgment, to complete the restoration in accordance with the Plans.

Section 4.4. Eligible Costs. The costs of the Project which are eligible for payment or reimbursement pursuant to this Agreement include the following:

- (a) costs incurred directly or indirectly for or in connection with the acquisition, installation, equipping, and improvement of the Project, including without limitation, costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, surveying, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work;
- (b) financial, legal, recording, title, accounting, and printing and engraving fees, charges and expenses, and all other fees, charges and expenses incurred in connection with the financing described in this Agreement;
- (c) premiums attributable to any surety and payment and performance bonds and insurance required to be taken out and maintained until the date on which each Project is final and complete;
- (d) taxes, assessments and other governmental charges in respect of the Property that may become due and payable including, but not limited to, the Special Assessments;
- (e) costs, including, without limitation, attorney's fees, incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Project; and
- (f) any other incidental or necessary costs, expenses, fees and charges properly chargeable to the cost of the acquisition, installation, equipping, and improvement of the Project.

Section 4.5. Completion of Project; Inspection.



- (a) The Owner (i) in accordance with the Plans, Budget and Construction Contract, which Plans, Budget or Construction Contract shall not be materially revised without the prior written approval of the Investor, which approval shall not be unreasonably withheld, shall acquire, install, equip, and improve its Project with all commercially reasonable dispatch in accordance with all applicable laws, ordinances, codes, rules and regulations, (ii) subject to its right to contest any disputed work, shall pay when due all fees, costs and expenses incurred or payable by the Owner in connection with that acquisition, installation, equipping, and improvement from funds made available therefor in accordance with this Agreement or otherwise, and (iii) shall ask, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable to the Owner under the terms of any contract, order, receipt, writing or instruction in connection with the acquisition, installation, equipping, and improvement of the Project, and shall utilize commercially reasonable efforts to enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. Construction of the Project shall be completed on or prior to the completion date set forth in the Construction Contract. It is understood that the Project is to be owned by the Owner and any contracts made by the Owner with respect to the Project or any work to be done by the Owner on or with respect to the Project are made or done by the Owner on its own behalf and not as agent or contractor for the ESID.
- (b) During the period of construction, acquisition, installation, equipping, and improvement of the Project, the ESID and the Investor, and their respective agents, subject to reasonable security and safety regulations, and upon reasonable prior notice, shall have the right, during normal business hours, to inspect the Project. The ESID and the Investor and their respective agents shall utilize commercially reasonable efforts to minimize interference with the tenants of the Property during any such inspection.
- (c) The Investor reserves the right to deny the request for a Project Advance pursuant to Article IV of this Agreement if such inspection reveals that, in the Investor's reasonable discretion, construction is not proceeding with reasonable dispatch. If, in the Investor's opinion, after thirty (30) days' written notice to the Owner, the construction of the Project is not proceeding with reasonable dispatch, the Investor may (i) request that the Owner remove and replace the general contractor of the Project with a general contractor acceptable to the Investor, the failure of which by the Owner shall be a default under this Agreement, (ii) utilize funds to continue construction of the Project and such funds shall be considered Project Advances, or (iii) deny any Project Advance until such time as the construction resumes proceeding with reasonable dispatch.
- (d) The Owner shall notify the ESID, the Township, and the Investor of the Completion Date by a certificate in the form attached as **Exhibit D** to this Agreement, signed by the Owner stating: (i) the date on which the acquisition, installation, equipping, and improvement of the Project was substantially completed by the general

contractor for the Project in accordance with the construction contract, and the Owner has no unresolved complaints regarding the work; (ii) that the Project has been completed in all material respects in accordance with the plans and specifications, permits, and budget for the Project approved by the Investor; (iii) that the Owner has complied, and will continue to comply with all applicable statutes, regulations, and resolutions or ordinances in connection with the Property and the construction of the Project; (iv) that the Owner holds fee ownership of the Property; (v) that the general contractor for the project has not offered the Owner any payment, refund, or any commission in return for completing Project; and (vi) that all funds provided to the Owner by the Investor for the Project have been used in accordance with this Agreement. The certificate shall be delivered as promptly as practicable after the Completion Date.

Section 4.6. Repayment. The Parties acknowledge that pursuant to this Agreement, the Project Advance is expected to be repaid by the Special Assessments. The Parties agree that the Special Assessments have been levied and certified to the County Auditor in the amounts necessary to amortize the Project Advance, together with interest at the annual rate of [\_\_]% and the semi-annual ESID Fee over fifty-six (56) semi-annual payments to be collected beginning approximately on January 31, 2024 and continuing through approximately July 31, 2051. The Parties further acknowledge that in addition to the amount of the Special Assessments and other related interest, fees, and penalties, the County Auditor may charge and collect a County Auditor collection fee on each semi-annual installment of the Special Assessments in an amount to be calculated, charged, and collected by the County Auditor pursuant to Ohio Revised Code Section 727.36, which fee is in addition to the amount of the Special Assessments and other related interest, fees, and penalties. Interest shall accrue on the entire amount of the Project Advance from the date of this Agreement; provided, however, that a portion of the Project Advance may be used to pay interest accruing and due and payable on the Project Advance prior to the date on which the first installment of the Special Assessments is paid to the Investor by the Township. The Owner agrees to pay, as and when due, all Special Assessments with respect to its Property. The Parties acknowledge and agree that, pursuant to the laws of the State, the Special Assessments to be collected by the County Treasurer which, as of the relevant date, are not yet due and payable never shall be accelerated, and the lien of the Special Assessments never shall exceed the amount of Special Assessments which, as of the relevant date, are due and payable but remain unpaid.

Section 4.7. Prepayment. At any time prior to the tenth anniversary of the Closing Date, the Owner may prepay any portion of the principal of the Project Advance, inclusive of all capitalized interest, fees and expenses, to the Investor by paying, in immediately available funds, 102% of the principal amount of the Project Advance to be prepaid, together with all accrued and unpaid interest on the Project Advance to the date of prepayment. At any time after the tenth anniversary and prior to the fifteenth anniversary of the Closing Date, the Owner may prepay any portion of the principal of the Project Advance to the Investor by paying, in immediately available funds, 101% of the principal amount of the Project Advance to be prepaid, together with all accrued and unpaid interest on the Project Advance to the date of prepayment. At any time after the fifteenth anniversary of the Closing Date, the Owner may prepay any portion of the principal of the Project Advance to the Investor by paying, in immediately available funds, 100% of the principal amount of the Project Advance to be prepaid, together with all accrued and unpaid interest on the Project Advance to the date of prepayment.



Immediately upon any prepayment pursuant to this Section 4.7, the Investor shall notify the Township of the prepayment, and the Owner, the Investor, and the Township shall cooperate to reduce the amount of Special Assessments to be collected by the County Auditor pursuant to Section 2.2(d) of this Agreement.

Section 4.8. Payment of Fees and Expenses. If an Event of Default on the part of the Owner should occur under this Agreement such that the ESID, the Investor, or the Township should incur expenses, including attorneys' fees, in connection with the enforcement of this Agreement or the collection of sums due under this Agreement, the Owner shall reimburse the ESID, the Investor, and the Township, as applicable, for any reasonable out-of-pocket expenses so incurred upon demand. If any such expenses are not so reimbursed, the amount of such expenses, together with interest on such amount from the date of demand for payment at an annual rate equal to the lesser of 10% or the maximum rate allowable by law, shall constitute indebtedness under this Agreement, and the ESID, the Investor, and the Township, as applicable, shall be entitled to seek the recovery of those expenses in such action except as limited by law or by judicial order or decision entered in such proceedings.

#### ARTICLE V: EVENTS OF DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any of the following shall occur, such occurrence shall be an "Event of Default" under this Agreement:

- (a) The Owner shall fail to pay an installment of the Special Assessments when due, after taking into account all applicable extensions;
- (b) The Township shall fail to transfer, or cause the transfer of, any of the Special Assessments, other than amounts retained as the Township Fee, to the Investor within the time specified in this Agreement;
- (c) Any Party is in material breach of its representations or warranties under this Agreement or, provided, however, that upon the material breach of such Party's representations or warranties under this Agreement, such Party shall have the right to cure such breach within five (5) days of the receipt of notice, and, if so cured, such breach shall not constitute an Event of Default; provided, further, that with respect to Owner no cure period shall be applicable to any breach arising from an act of fraud, gross negligence, or willful misconduct;
- (d) The Owner fails to comply with any obligation under this Agreement or the Petition involving the payment of money, except for the payment of the Special Assessments, and such failure is not cured within ten (10) days of Owner's receipt of notice of such failure;
- (e) The ESID, the Owner, or the Township, shall fail to observe and perform any other agreement, term, or condition contained in this Agreement, or, with respect to the Owner, the Guaranty, and the continuation of such failure for a period of thirty (30) days after written notice of such failure shall have been given to the ESID, the

Owner, or the Township, as applicable, by any other Party to this Agreement, or for such longer period to which the notifying Party may agree in writing; provided, however, that if the failure is other than the payment of money, and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the ESID, the Owner, or the Township, as applicable, institutes curative action within the applicable period and diligently pursues that action to completion; provided, further, that with respect to Owner (i) such cure period not to exceed fifty (50) days and (ii) no cure period shall be applicable to any act of fraud, gross negligence, or willful misconduct;

- (f) An Insolvency Event has occurred with respect to the Owner or the Owner becomes insolvent or unable to pay its debts as they mature and such has not been cured within 30 days of the event;
- (g) The Owner fails to substantially complete construction of the Project by 11:59 p.m. in the State on the Outside Completion Date; or
- (h) Any material deviation in the Project from the Plans without the prior written consent of Investor, or the appearance of defective workmanship or materials constituting a portion of the Project or incorporated into the Project, as determined by Lender in its sole discretion, which has not been corrected by Owner within 30 days;
- (i) Any encumbrance on any portion of the Property is created, other than current liens for real estate property taxes, charges, or special assessments, which encumbrance purports to have priority over the Special Assessments;
- (j) The existence of foreclosure actions or any liens for taxes past due with respect to the Property, or carrier's, warehousemen's, mechanics', materialmen's, repairmen's or other liens which have not been dismissed, escrowed (subject to Investor's sole approval) or bonded for 30 days after the filing or recording thereof; or
- (k) There occurs any event which in Investor's sole discretion materially and adversely affects: (i) the ability of the Owner to perform any of its obligations hereunder or under any of the Transaction Documents; (ii) the business or financial condition of the Owner; or (iii) the timely repayment of the Special Assessments authorized by the Special Assessment Act and this Agreement, which Owner has not cured within 30 days of receiving notice from Investor of such breach

The declaration of an Event of Default above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Promptly upon any non-defaulting Party becoming aware that an Event of Default has occurred, such Party shall deliver notice of such Event of Default to each other Party under this Agreement in accordance with the notice procedures described in Section 6.5 of this Agreement.

Section 5.2. Remedies on Default. Whenever an Event of Default shall have happened and be subsisting, any one or more of the following remedial steps may be taken:

- (a) Upon an Event of Default described in Section 5.1(a) only, the Investor shall become entitled to receive any Delinquency Amounts actually received by the Township.
- (b) The ESID and the Investor, together or separately, may pursue all remedies now or later existing at law or in equity to collect all amounts due and to become due under this Agreement or to enforce the performance and observance of any other obligation or agreement of any of the Parties, as applicable, under this Agreement, including enforcement under Ohio Revised Code Chapter 2731 of duties resulting from an office, trust, or station upon the ESID, provided that, Parties may only pursue such remedies against the Party responsible for the particular Event of Default in question; provided, however, that the ESID and the Investor may not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default.
- (c) Any Party may pursue any other remedy which it may have, whether at law, in equity, or otherwise, provided that, Parties may only pursue such remedies against the Party responsible for the particular Event of Default in question; provided, however, that the ESID and the Investor may not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default.
- (d) The occurrence of the Event of Default described in Section 5.1(i) shall immediately give the Investor the right to apply any undisbursed funds held by the Investor as a prepayment of the Special Assessments as provided in this Section 5.2(d), notwithstanding the prepayment provisions in Section 4.7. A prepayment provided for under this Section 5.2(d) shall be applied first to the amount of interest that has accrued to the date of prepayment, second to the payment of a prepayment penalty equal to 5.00% of the difference between the total Project Advance and the amount disbursed as of the date of prepayment, and third all remaining amounts shall be applied to reduce the Special Assessments.
- (e) If Investor has delivered a notice to Owner pursuant to Section 4.5(c), and six (6) months pass without the construction resuming to proceed with reasonable dispatch, as determined by Investor in its reasonable discretion, then Investor shall have the right to enter the Property and complete the Project, or call upon any other reputable parties to enter the Property and complete the Project, in accordance with the Plans (as may be modified) and shall have the right to expend such sums as the Investor in its reasonable discretion deems proper in order to complete the Project and the Owner hereby waives any right to contest any such necessary expenditures. The amount of any and all expenditures made by Investor for the foregoing

purposes shall bear interest from the date made until repaid to the Investor, at an annual rate of [\_\_]% and, together with such interest, shall be due and payable by the Owner to the Investor upon demand. During the course of any construction undertaken by the Investor or by any other party on behalf of the Investor, the Owner shall pay on demand any amounts due to the general contractor used by Investor, subcontractors and other material suppliers and for Permits and licenses necessary to complete the Project, without regard to any limitation on liability set forth herein.

- (f) Should Owner fail to maintain the Required Insurance Coverage, Investor shall have the right but not the obligation to obtain such required insurance in amounts and limits sufficient to protect Investor and Owner shall be obligated to pay Investor for the cost of such insurance.
- (g) The Investor may immediately terminate any pending disbursement of the Project Advance (and Investor shall have no obligation to make further disbursements) and from time to time apply all or any part of any undisbursed amounts of the Project Advance to payment of amounts owing on the Special Assessments and/or to any other obligations of the Owner hereunder or under the Transaction Documents.

Notwithstanding the foregoing, each of the ESID and the Township shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to it at no cost or expense.

Section 5.3. No Remedy Exclusive. No remedy conferred upon or reserved to the Parties by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or later existing at law, in equity or by statute; provided, however, that the ESID and the Investor may not take any other action or exercise any remedy against the Property, the Project, or the Owner except to collect or remedy any outstanding damages or liability which shall have arisen due to the occurrence of an Event of Default. No delay or omission to exercise any right or power accruing upon any default shall impair that right or power nor shall be construed to be a waiver, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Parties to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than any notice required by law or for which express provision is made in this Agreement.

Section 5.4. No Waiver No failure by a Party to insist upon the strict performance by the other Parties of any provision of this Agreement shall constitute a waiver of such Party's right to strict performance; and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by the Parties to observe or comply with any provision of this Agreement.

Section 5.5. Notice of Default Any Party to this Agreement shall notify every other Party to this Agreement immediately if it becomes aware of the occurrence of any Event of Default

or of any fact, condition or event which, with the giving of notice or passage of time or both, would become an Event of Default.

## ARTICLE VI: MISCELLANEOUS

Section 6.1. Owner Waivers. The Owner acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Ohio Revised Code Chapter 727, the Charter of the Township, and the resolutions or ordinances in effect in the Township (collectively, “Assessment Rights”). The Owner irrevocably waives all Assessment Rights as to its Project and consents to the imposition of the Special Assessments as to its Project immediately or at such time as the ESID determines to be appropriate, and the Owner expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessments upon its Property as to its Project. The Owner further waives in connection with the Project: any and all questions as to the constitutionality of the laws under which the Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the Township acting thereunder; and the right to file a claim for damages as provided in Ohio Revised Code Section 727.18 and any similar provision of the Charter of the Township or the resolutions or ordinances in effect within the Township.

Section 6.2. Term of Agreement. This Agreement shall be and remain in full force and effect from the date of execution and delivery until the payment in full of the entire aggregate amount of the Special Assessments and any other amounts due hereunder shall have been made to the Investor, or such time as the Parties shall agree in writing to terminate this Agreement. Any attempted termination of this Agreement prior to the payment in full of the entire aggregate amount of the Special Assessments and any other amounts due hereunder which is not in writing and signed by each of the Parties to this Agreement shall be null and void.

Section 6.3. Litigation Notice. Each Party shall give all other Parties prompt notice of any action, suit, or proceeding by or against or, to such Party’s knowledge, threatened by or against the notifying Party, at law or in equity, or before any governmental instrumentality or agency, of which the notifying Party has notice and which, if adversely determined would impair materially the right or ability of the Parties to perform their obligations under this Agreement. The notifying Party’s prompt notice shall be accompanied by its written statement setting forth the details of the action, suit, or proceeding and any responsive actions with respect to the action, suit, or proceeding taken or proposed to be taken by the Party.

Section 6.4. Indemnification. Without limitation of any other obligation or liability of the Owner or any right or remedy of Investor contained herein, the Owner agrees to indemnify and hold harmless the ESID, the Investor, and the Township, as well as their respective members, directors, officers, employees, agents, subsidiaries and affiliates, and the successors and assigns of the foregoing (each, an “Indemnified Person”), from and against all damages, losses, settlement payments, obligations, liabilities, claims, suits, penalties, fines, assessments, citations, directives,

demands, judgments, actions or causes of action, whether statutorily created or under the common law, including all costs and expenses (including, without limitation, reasonable fees and disbursements of attorneys, engineers and consultants) and all other liabilities whatsoever (including, without limitation, liabilities under any applicable environmental laws, regulations or rules) which shall at any time or times be incurred, suffered, sustained or required to be paid by or asserted against any such Indemnified Person (except any of the foregoing which result from the gross negligence or willful misconduct of the Indemnified Person) (collectively, the “Indemnified Amounts”) on account of or in relation to or in any way in connection with (i) any of the arrangements or transactions contemplated by, associated with or ancillary to this Agreement, or any other documents executed or delivered in connection herewith or therewith, all as the same may be amended from time to time, or any action taken or omitted to be taken by any Person in connection with or under any of the foregoing, whether or not all or part of the transactions contemplated by, associated with or ancillary to this Agreement or any such other documents are ultimately consummated, (ii) any violation or alleged violation of, non-compliance with or liability under any requirements of law, (iii) ownership of, liens on, security interests in or the exercise of rights or remedies under any of the items referred to in the preceding clause (i), (iv) any taxes attributable to the execution, delivery, filing or recording of any Transaction Document or any memorandum of any of the foregoing, (v) any lien or claim arising on or against the Property under any requirements of law or any liability asserted against any Indemnified Person with respect thereto, (vi) (1) a past, present or future violation or alleged violation of any environmental laws in connection with the Property by any Person or other source, whether related or unrelated to Owner, (2) any presence of any hazardous, toxic or harmful substances, materials, wastes, pollutants or contaminants defined as such in or regulated under any environmental law (“Materials of Environmental Concern”) in, on, within, above, under, near, affecting or emanating from the Property, (3) the failure to timely perform any investigation, inspection, site monitoring, containment, clean-up, removal, response, corrective action, mitigation, restoration or other remedial work of any kind or nature because of, or in connection with, the current or future presence, suspected presence, Release (defined below) or threatened Release in or about the air, soil, ground water, surface water or soil vapor at, on, about, under or within all or any portion of the Property of any Materials of Environmental Concern, including any action to comply with any applicable environmental laws or directives of any governmental authority with regard to any environmental laws, (4) any past, present or future activity by any Person or other source, whether related or unrelated to Owner in connection with any actual, proposed or threatened use, treatment, storage, holding, existence, disposition or other release, generation, production, manufacturing, processing, refining, control, management, abatement, removal, handling, transfer or transportation to or from the Property of any Materials of Environmental Concern at any time located in, under, on, above or affecting the Property, (5) any past, present or future actual generation, treatment, use, storage, transportation, manufacture, refinement, handling, production, removal, remediation, disposal, presence or migration of Materials of Environmental Concern on, about, under or within all or any portion of the Property (a “Release”) (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) to, from, on, within, in, under, near or affecting the Property by any Person or other source, whether related or unrelated to Owner, (6) the imposition, recording or filing or the threatened imposition, recording or filing of any lien on the Property with regard to, or as a result of, any Materials of Environmental Concern or pursuant to any environmental law, or (7) any misrepresentation or failure to perform any obligations pursuant to any Transaction Document to environmental matters in any way, (vii) Owner’s



conduct, activities, actions and/or inactions in connection with, relating to or arising out of any of the foregoing clauses of this Section 6.4, that, in each case, results from any conduct, act or failure to act by the Owner's or its affiliates or related parties or the use or intended use of the proceeds of the Project Advance, and (viii) the levy and collection of the Special Assessments pursuant to this Agreement. To the extent that the undertaking to indemnify and hold harmless set forth in the preceding sentence may be unenforceable because it violates any law or public policy, Owner shall pay the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of all liabilities set forth in the preceding sentence incurred by any Indemnified Person. In the case of an investigation, litigation or other proceeding to which the indemnification in this Section 6.4 applies, such indemnification shall be effective whether or not such investigation, litigation or proceeding is brought by Owner, an Indemnified Person or any other Person or any Indemnified Person is otherwise a party thereto. In any investigation, proceeding or litigation, or the preparation therefor, an Indemnified Person shall select its own counsel and, in addition to the foregoing indemnity, the Owner agrees to pay promptly the reasonable fees and expenses of such counsel. In the event of the commencement of any such proceeding or litigation, the Owner shall be entitled to participate in such proceeding or litigation with counsel of its choice at its own expense, provided that such counsel shall be reasonably satisfactory to Investor. This Section 6.4 shall survive the execution, delivery, performance and repayment of this Agreement and the Special Assessments, and the extinguishment of the lien of the Special Assessments.

An Indemnified Person may at any time send Owner a notice showing in reasonable detail the basis for and calculation of Indemnified Amounts and Owner shall pay such Indemnified Amounts to such Indemnified Person within fifteen (15) days after Owner receives such notice.

None of the Investor, the Township, or the ESID shall have any liability to the Owner or any other Person on account of (i) the Owner engaging a contractor from the list of contractors submitted by the ESID or the Investor to the Owner, (ii) the services performed by the contractor, or (iii) any neglect or failure on the part of the contractor to perform or properly perform its services. None of the Investor, the Township, or the ESID assumes any obligation to the Owner or any other Person concerning contractors, the quality of construction of the Project or the absence of defects from the construction of the Project. The making of a Project Advance by the Investor shall not constitute the Investor's approval or acceptance of the construction theretofore completed. The Investor's inspection and approval of the budget, the construction work, the improvements, or the workmanship and materials used in the improvements, shall impose no liability of any kind on the Investor, the sole obligation of the Investor as the result of such inspection and approval being to make the Project Advances if, and to the extent, required by this Agreement. Any disbursement made by the Investor without the Investor having received each of the items to which it is entitled under this Agreement shall not constitute breach or modification of this Agreement, nor shall any written amendment to this Agreement be required as a result.

Section 6.6. Notices. All notices, certificates, requests or other communications under this Agreement shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, and addressed to the appropriate Notice Address. The Parties, by notice given under this Agreement to the others, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 6.7. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the ESID contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the ESID, the Board, the Owner, the Township, or the Investor in other than his or her official capacity; and none of the members of the Board or the Board of Trustees, nor any official of the ESID, the Owner, the Township, or the Investor executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations, or agreements of the ESID, the Owner, the Township, or the Investor contained in this Agreement.

Section 6.8. Binding Effect; Assignment; Estoppel Certificates. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Parties. Except as specifically provided herein and below, this Agreement shall not be assigned by the any of the Parties except as may be necessary to enforce or secure payment of the Special Assessments.

Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that the Assignment and Assumption of Energy Project Cooperative Agreement includes the assignment and assumption of the Owner Consent. Following any assignment by the Owner as described above, all obligations of the Owner contained in this Agreement and the Owner Consent shall be obligations of the assignee, and the assigning Owner shall be released of its obligations to a corresponding extent.

Notwithstanding anything in this Agreement to the contrary, the Investor shall have the unrestricted right at any time or from time to time, and without the Owner's consent, to assign all or any portion of its rights and obligations under this Agreement, and may sell or assign any and all liens received directly or indirectly from the Township to any Person (each, an "Investor Assignee"), and the Owner agrees that it shall execute, or cause to be executed, such documents, including without limitation, amendments to this Agreement and to any other documents, instruments and agreements executed in connection with this Agreement as the Investor shall deem necessary to effect the foregoing so long as such amendment does not materially adversely impact the Owner's rights and obligations under this Agreement. Any Investor Assignee shall be a party to this Agreement and shall have all of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to the extent that such rights and obligations have been assigned by the Investor pursuant to the assignment documentation between the Investor and such Investor Assignee, and the Investor shall be released from its obligations under this Agreement and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement to a corresponding extent. If, at any time, the Investor assigns any of the rights and obligations of the Investor under this Agreement (and under any and all other guaranties, documents, instruments and agreements executed in connection with this Agreement) to an Investor Assignee, the Investor shall (i) give prompt notice of such assignment to the other Parties and (ii) pay all legal fees and expenses of PACE Counsel associated with legal services performed to facilitate such assignment upon receipt of an invoice from PACE Counsel.

In addition, the Investor shall have the unrestricted right at any time and from time to time, and without the consent of or notice of the Owner, to grant to one or more Persons (each, a



“Participant”) participating interests in Investor’s obligation to make Project Advances under this Agreement or to any or all of the loans held by Investor under this Agreement. In the event of any such grant by the Investor of a participating interest to a Participant, whether or not upon notice to the Owner, the Investor shall remain responsible for the performance of its obligations under this Agreement, and the Owner shall continue to deal solely and directly with the Investor in connection with the Investor’s rights and obligations under this Agreement. The Owner agrees that the Investor may furnish any information concerning the Owner in its possession from time to time to prospective Investor Assignees and Participants.

This Agreement may be enforced only by the Parties, any Investor Assignee, any Participant, and each of their permitted assignees, and others, who may, by law, stand in their respective places.

Any Party shall at any time and from time to time, upon not less than thirty (30) days’ prior written notice by the other party, execute, acknowledge and deliver to such party a statement in writing certifying that: (i) this Agreement is unmodified and in full force and effect (or, if there has been any modification of this Agreement, that the same is in full force and effect as modified and stating the modification or modifications); (ii) to the best of such Party’s actual knowledge (without any duty of inquiry) there are no continuing Events of Default (or, if there is a continuing Event of Default, stating the nature and extent of such Event of Default); (iii) that, to the best of such Party’s actual knowledge (without any duty of inquiry) there are no outstanding damages or liability arising from an Event of Default (or, if there is any outstanding damages or liability, stating the nature and extent of such damages or liability); (iv) if such certificate is being delivered by the Owner, the dates to which the Special Assessments have been paid; and (v) if such certificate is being delivered by the Investor, the dates to which the Special Assessments have been paid to the Investor. It is expressly understood and agreed that any such certificate delivered pursuant to this Section 6.7 may be relied upon by any prospective assignee of the Owner or any prospective Investor Assignee.

Section 6.9. Amendments and Supplements. Except as otherwise expressly provided in this Agreement, this Agreement may not be amended, changed, modified, altered or terminated except by unanimous written agreement signed by each of the Parties materially affected by such proposed amendment, change, modification, alteration, or termination. For purposes of this Section, a materially affected Party is a Party with respect to which a material right or obligation under this Agreement is proposed to be amended, changed, modified, altered, or terminated. Any attempt to amend, change, modify, alter, or terminate this Agreement except by unanimous written agreement signed by all of the Parties or as otherwise provided in this Agreement shall be void.

Section 6.10. Execution Counterparts. This Agreement may be executed and delivered in original, via facsimile or email with PDF attachment, or other commercially acceptable electronic form, in any number of counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument, which instrument shall for all purposes be sufficiently evidenced by any such counterpart. Each Party agrees, and acknowledges that it is such Party’s intent, that if such Party signs this agreement using an electronic signature, it is signing, adopting, and accepting this agreement and that signing this agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this agreement on paper.

Section 6.11. Severability. If any provision of this Agreement, or any covenant, obligation, or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. That invalidity or unenforceability shall not affect any valid and enforceable application of the provision, covenant, obligation, or agreement, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

Section 6.12. Consultation with Counsel. Owner acknowledges that, in executing this Agreement, Owner has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against Investor, the ESID, or the Township by reason of the drafting or preparation hereof.

Section 6.13. Survival; Conditional Lien Granted. [If the Special Assessment Act or any material provision thereof or hereof is found by a court of competent jurisdiction to be illegal or otherwise unenforceable such that the Special Assessments and/or any of the Transaction Documents are not enforceable or otherwise not collectible in the manner set forth in the Special Assessment Act, then the rest of this Agreement shall be deemed to be a consensual lien against the Property granted by the Owner to secure the Special Assessments, together with all of the Investor, ESID and Township's costs and expenses (including, without limitation, collection costs, court costs and reasonable attorneys' fees), which consensual lien may be foreclosed as a mortgage lien in the State of Ohio.]

Section 6.14. Open Records Law. Owner acknowledges that any information received by the ESID and/or the Township pursuant to this Agreement will be considered "public record" and will be subject to disclosure under the Ohio Open Records Law, except for information falling within one of the exemptions to disclosure. Owner acknowledges that it is Owner's responsibility to consult with the ESID and/or the Township, as applicable, should Owner wish to prevent the disclosure of any information related to this Agreement pursuant to an Ohio Open Records Law request.

**Section 6.15. WAIVER OF JURY TRIAL. THE OWNER HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE SPECIAL ASSESSMENTS, THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, OR THE TRANSACTIONS CONTEMPLATED THEREBY.**

Section 6.16. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. The venue for any disputes arising under this Agreement will be the court of competent jurisdiction located in Butler County, Ohio.

Section 6.17. Privacy. Investor may furnish any information concerning the Owner, the Property and the Project in its possession from time to time to prospective Investor Assignees and

Participants as well as rating agencies, Investor's third-party consultants, and Investor's counsel. Owner hereby waives any claim of privacy with respect to such information.

Section 6.18. PRE-JUDGMENT REMEDY. THE OWNER ACKNOWLEDGES THAT THIS AGREEMENT AND THE UNDERLYING TRANSACTIONS GIVING RISE HERETO CONSTITUTE COMMERCIAL BUSINESS TRANSACTIONS WITHIN THE STATE OF OHIO. IN THE EVENT OF ANY LEGAL ACTION BETWEEN THE PARTIES HEREUNDER OR UNDER ANY TRANSACTION DOCUMENT, THE OWNER HEREBY EXPRESSLY WAIVES ANY RIGHTS WITH REGARD TO NOTICE, PRIOR HEARING AND ANY OTHER RIGHTS IT MAY HAVE UNDER THE OHIO REVISED CODE AS NOW CONSTITUTED OR HEREAFTER AMENDED, OR OTHER STATUTE OR STATUTES, STATE OR FEDERAL, AFFECTING PREJUDGMENT REMEDIES AND INVESTOR, ESID, AND THE TOWNSHIP MAY INVOKE ANY PREJUDGMENT REMEDY AVAILABLE TO THEM, INCLUDING, BUT NOT LIMITED TO, GARNISHMENT, ATTACHMENT, FOREIGN ATTACHMENT AND REPLEVIN, WITH RESPECT TO ANY TANGIBLE OR INTANGIBLE PROPERTY (WHETHER REAL OR PERSONAL) OF THE OWNER TO ENFORCE THE PROVISIONS OF THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS, WITHOUT GIVING THE OWNER ANY NOTICE OR OPPORTUNITY FOR A HEARING. AT ANY TIME AFTER THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT HEREUNDER OR UNDER ANY TRANSACTION DOCUMENT, THE OWNER HEREBY EXPRESSLY AUTHORIZES THE INVESTOR TO SET OFF AND APPLY ANY UNDISBURSED AMOUNTS OF THE PROJECT ADVANCE TO OR FOR THE CREDIT OF ANY AND ALL OF THE OBLIGATIONS OR LIABILITIES OF OWNER NOW OR HEREAFTER EXISTING UNDER THIS AGREEMENT AND ANY TRANSACTION DOCUMENT, WHETHER OR NOT INVESTOR SHALL HAVE MADE ANY DEMAND UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed in their respective names, all as of the date first written above.

FAIRFIELD, LIBERTY, MONROE, WEST CHESTER  
ENERGY SPECIAL IMPROVEMENT DISTRICT, INC., D/B/A:

I-75 ENERGY SPECIAL IMPROVEMENT  
DISTRICT, INC., as the ESID

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

HH LIBERTY WAY, LLC,  
as the Owner

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GREENWORKS LENDING LLC, as the  
Investor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWNSHIP OF WEST CHESTER, BUTLER  
COUNTY, OHIO, as the Township

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TOWNSHIP FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the Township of West Chester, Butler County, Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2022 under the foregoing Energy Project Cooperative Agreement have been lawfully appropriated by the Board of Trustees of the Township of West Chester, Butler County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

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Fiscal Officer  
Township of West Chester, Butler County, Ohio

Dated: \_\_\_\_\_, 2022



**EXHIBIT A**

**DEFINITIONS**

As used in this Agreement, the following words have the following meanings:

“*Agreement*” means this Energy Project Cooperative Agreement, dated as of [\_\_\_\_], 2022, by and among the ESID, the Owner, the Township, and the Investor, as the same may be amended, modified, or supplemented from time to time in accordance with its terms.

“*Board*” means the Board of Directors of the ESID.

“*Board of Trustees*” means the Board of Trustees of the Township of West Chester, Butler County Ohio.

“*Closing Date*” means the date set forth in the preamble of this Agreement.

“*Completion Date*” means the latest date on which substantial completion of the Project, in accordance with the Plans occurs.

“*Construction Contract*” means that certain agreement by and between the Owner and [\_\_\_\_] dated [\_\_\_\_], 2022.

“*County*” means the County of Butler, Ohio.

“*County Auditor*” means the Auditor of the County.

“*County Prosecutor*” means the Prosecuting Attorney of the County.

“*County Treasurer*” means the Treasurer of the County.

“*Delinquency Amounts*” means any penalties or interest which may be due on or with respect to any installment of the Special Assessments and which are not paid or payable to any party (other than the Investor under this Agreement) under law.

“*Disbursement Request Form*” means the form submitted by the Owner in order to receive disbursements from the Project Account, which form shall in a form of certification acceptable to Investor.

“*ESID*” means the Fairfield, Liberty, Monroe, West Chester Energy Special Improvement District, Inc., doing business under the registered trade name the I-75 Energy Special Improvement District, Inc., a nonprofit corporation and energy special improvement district organized under the laws of the State of Ohio.

“*ESID Fee*” means the administrative fee due to the ESID from the Investor upon receipt of each semi-annual installment of the special assessments from the Township in the amount of \$1,863.32.

“*Governmental Authority*” means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“*Insolvency Event*” means (i) the appointment of a conservator or receiver or liquidator in any insolvency, bankruptcy, readjustment of debt, reorganization, moratorium, marshalling of assets and liabilities or similar proceeding or of relating to the Owner or relating to all or substantially all of such Owner’s property and/or (ii) Owner has admitted in writing its inability to pay its debts as they become due, filed a petition to take advantage of any applicable insolvency or reorganization statute, made an assignment for the benefit of its creditors, or voluntarily suspended payment of its obligations.

“*Investor*” means Greenworks Lending LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, together with any Investor Assignee.

“*Guaranty*” means that certain Guaranty of Payment and Performance dated as of the Closing Date given by [ ].

“*Lender*” means any Person which has loaned money to the Owner to pay or refinance the costs of acquiring, financing, refinancing, or improving the Property and which loan is secured by a mortgage interest in the Property, or any permitted successors or assigns of such Person.

“*Milestone*” means each construction completion funding benchmark shown on **Exhibit J**; Milestones means all such construction completion funding benchmarks.

“*Notice Address*” means:

- (a) As to the Township: Township of West Chester, Ohio  
9113 Cincinnati-Dayton Road  
West Chester Township, Ohio 45069  
Attention: Fiscal Officer
  
- (b) As to the ESID: Fairfield, Liberty, Monroe, West Chester  
Energy Special Improvement District, Inc.  
[ ]  
[ ]  
Attention: [ ]  
Phone: [ ]  
Email: [ ]

With a Copy To: J. Caleb Bell  
Bricker & Eckler LLP  
100 South Third Street  
Columbus, Ohio 43215  
Phone: (614) 227-2300

Email: pace@bricker.com

(c) As to the Owner

HH Liberty Way, LLC

[\_\_]

Attention: [\_\_]

Phone: [\_\_]

Email: [\_\_]

(d) As to the Investor

Greenworks Lending LLC

28 Thorndal Circle, Third Floor

Darien, Connecticut 06820

Attention: Chris Ellis

Phone: (614) 572-5169

Email: christopher.ellis@nuveen.com

“*Outside Completion Date*” means [\_\_\_\_\_].

“*Owner*” means HH Liberty Way, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, and any permitted successors or assigns.

“*Owner Consent*” means the Owner Consent dated as of [\_\_\_\_\_], 2022 by the Owner and recorded in the records of the Butler County Recorder with respect to the Property.

“*PACE Counsel*” means Bricker & Eckler LLP, an Ohio limited liability partnership.

“*Parties*” means the ESID, the Owner, the Township, and the Investor.

“*Person*” or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, political subdivisions, other legal entities, and natural persons.

“*Project*” means the special energy improvement project described in the Supplemental Plan with respect to the Property, for which Special Assessments are to be levied by the Township, all in accordance with the Supplemental Plan.

“*Project Account*” means the segregated account maintained in the custody of the Investor for the benefit of the Owner which contains the Project Advance, and out of which disbursements may be made in accordance with Article IV of this Agreement.

“*Project Advance*” means the amount of immediately available funds to be transferred, set over, paid to, and held in the Project Account established pursuant to Section 4.1 of this Agreement for the benefit of the Owner.

“*Project Plan*” means the Fairfield, Liberty, Monroe, West Chester Energy Special Improvement District Program Plan adopted by the City Council of the City of Monroe, Ohio by

its Emergency Resolution No. 53-2019 of January 14, 2020, and any and all supplemental plans approved by the ESID and the Township, including, without limitation, the Supplemental Plan.

“*Property*” means the real property subject to the Supplemental Plan.

“*Repayment Schedule*” means the schedule attached to, and incorporated into, this Agreement as **Exhibit B**, which schedule establishes the dates and amounts for the repayment of the Project Advance by the Special Assessments paid by the Owner.

“*Required Builder’s Risk Insurance Coverage*” means, beginning no later than the commencement of construction activity on the Project Site, to the extent applicable, and continuing through the Completion Date, insurance coverage maintained with generally recognized, responsible insurance companies qualified to do business in the State in the minimum amount of 100% of the replacement value of the Project and Property, insuring the Project against loss or damage during construction, including by flood, on a replacement cost basis, containing loss deductible provisions not to exceed \$10,000, and which insurance coverage shall name the Investor as lender loss payee.

“*Required Business Interruption Insurance Coverage*” means at all times after the Completion Date, business interruption and rent loss insurance maintained with generally recognized, responsible insurance companies qualified to do business in the State in a commercially reasonable minimum amount, which insurance coverage shall name the Investor as lender loss payee.

“*Required Flood Insurance Coverage*” means, as applicable, (i) if the Property or any part of the Property is identified by the United States Secretary of Housing and Urban Development as being situated in an area now or subsequently designated as having special flood hazards (including, without limitation, those areas designated as Zone A or Zone V), flood insurance in an amount equal to the lesser of: (a) the minimum amount required, under the terms of coverage, to compensate for any damage or loss on a replacement basis (or the unpaid balance of the Project Advances if replacement cost coverage is not available for the type of building insured); or (b) such lesser amount as may be required by the Investor, and containing a loss deductible with respect not in excess of \$10,000 per occurrence; (ii) if upon the Completion Date the Property or any part of the Property is located in a Special Flood Hazard Area as identified by the Federal Emergency Management Agency, flood insurance in an amount equal to the maximum required amount under the terms of coverage, to compensate for any damage or loss on a replacement basis, and containing a loss deductible with respect not in excess of \$10,000 per occurrence and (iii) earthquake insurance in amounts and in form and substance satisfactory to the Investor in the event the Property is located in an area with a high degree of seismic activity, provided that the insurance pursuant to this section shall be on terms consistent with the Required Public Liability Insurance Coverage.

“*Required Insurance Coverage*” means, collectively, the Required Builder’s Risk Insurance Coverage, the Required Business Interruption Insurance Coverage, the Required Flood Insurance Coverage (if any), the Required Property Insurance Coverage and the Required Public Liability Insurance Coverage, each of which, in addition to the requirements described in their

respective definitions, must (i) provide that the insurer shall give Investor at least thirty (30) days prior written notice of cancellation or termination, except ten (10) days for non-payment or premium, and (ii) name as an additional insured (mortgagee/loss payee) the Investor and its successors and other assigns as their interests may appear.

*“Required Property Insurance Coverage”* means at any time insurance coverage evidenced on Acord 27 and maintained with generally recognized, responsible insurance companies qualified to do business in the State in the amount of (i) the then full replacement value of the Project and Property, insuring the Project against loss or damage by fire, windstorm, tornado and hail and extended coverage risks on a comprehensive all risk/special form insurance policy and containing loss deductible provisions of not to exceed \$10,000, which insurance coverage shall name the Investor as loss payee/mortgagee.

*“Required Public Liability Insurance Coverage”* means at any time commercial general and excess/umbrella liability insurance coverage evidenced on Acord 25 and maintained with generally recognized, responsible insurance companies qualified to do business in the State with coverage limits in the maximum amount of \$2,000,000 per occurrence for death or bodily injury and property damage liability combined, with loss deductible provisions of not to exceed \$10,000, which insurance coverage shall name the Investor as additional insureds.

*“Special Assessment Act”* means, collectively, Ohio Revised Code Section 727.01 *et seq.*, Ohio Revised Code Section 1710.01 *et seq.*, Ohio Revised Code Section 323.01 *et seq.*, Ohio Revised Code Section 319.01 *et seq.*, Ohio Revised Code Section 5721.01 *et seq.*, and related laws.

*“Special Assessments”* means the special assessments levied pursuant to the Special Assessment Act by the Township with respect to the Project, a schedule of which is attached to, and incorporated into, the Project Plan.

*“State”* means the State of Ohio.

*“Supplemental Plan”* means the Fairfield, Liberty, Monroe, West Chester Energy Special Improvement District Project Plan Supplement to Plan for 7800 Liberty Field Dr., West Chester, Ohio Project.

*“Township”* means the Township of West Chester, Butler County, Ohio.

*“Township Fee”* means the administrative fee to be retained by the Township upon receipt of each semi-annual installment of the special assessments from the County in the amount of \$250.00.

*“Transaction Documents”* means this Agreement, the Petition or any other document executed in connection therewith or required thereby.

**EXHIBIT B**  
**REPAYMENT SCHEDULE**

**EXHIBIT C**

**DISBURSEMENT REQUEST FORM**

[See Attached]

**OWNER'S CERTIFICATE AND REQUEST FOR DISBURSEMENT**

Date: \_\_\_\_\_

Re: Energy Project Cooperative Agreement dated as of [\_\_\_\_], 2022

Project: 7800 Liberty Field Dr., West Chester, Ohio Project

This Owner's Certificate and Request for Disbursement is submitted by the Owner to Greenworks Lending LLC (together with any successors or permitted assigns, "Lender") in connection with the Project Advance made pursuant to the Energy Project Cooperative Agreement between the Lender and the Owner, dated as of [\_\_\_\_], 2022 (the "Financing Agreement"). Capitalized terms used herein and not otherwise defined shall have their respective meanings set forth in the Financing Agreement. The Owner hereby requests Lender to make a principal disbursement from the amount of the Project Advance in the Project Account (a "Disbursement") in the amount of \$\_\_\_\_\_ which is to be funded as follows:

\_\_\_\_ Issue a check to the Owner for reimbursement of proper costs

\_\_\_\_ Issue a check to the Contractor at:

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_ Wire Transfer to the Owner or Contractor (circle one) at:

ABA

Bank Name

Bank Address

Account Name

Account Number

Reference:

To induce the Lender to make the requested Disbursement, the Owner hereby certifies, warrants and represents to the Lender that:

1. The proceeds of this Disbursement will be used for the purposes detailed in Schedule 1 attached hereto, which shall have attached to it (A) copies of invoices and other evidence of the items to be paid or reimbursed and (B) if required by Lender, certifications from the Architect in form satisfactory to Lender in its sole discretion.
2. The improvements will be completed as specified in the Financing Agreement. All proceeds of all prior Disbursements have been expended solely for the purposes for which they were requisitioned, and no proceeds of the current or any prior Disbursement have been or will be returned to the Owner as a rebate, refund or otherwise.
3. The Owner has paid all obligations incurred in connection with all work and materials supplied for the Project through the date of the last requisition.
4. The Owner has not authorized, nor does the Owner contemplate, any change-orders or other modifications to any contracts entered into in connection with the Project's development costs that have not been authorized in writing by the Lender.
5. The cost to complete the Project (including financing and other soft costs) after disbursement of the requested funds is reasonably projected to be \$\_\_\_\_\_ ("Completion Amount"). \$\_\_\_\_\_ is the outstanding undisbursed portion of the Project Advance ("Disbursements Remaining"), after this payment. If



the Completion Amount exceeds the Disbursements Remaining, the Owner certifies that it has a sufficient amount of funds to complete the Project from sources other than the Project Advance.

6. If the Project is complete, the completion date of the Project was \_\_\_\_\_. If the Project is not yet completed, the projected completion date remains \_\_\_\_\_, as described in the Financing Agreement. Each condition precedent to the making of this Disbursement under the Financing Agreement has been satisfied.
7. The Owner has no knowledge or notice of any mechanics' notices of intention, contracts, stop work notices, liens or claims for liens having been filed or threatened to be filed against the Project. The Owner has furnished to the Lender partial waivers and releases of liens (for labor, services or materials which have been performed and paid for or such lien waiver will be subject to payment) from the Contractor and all other contractors, subcontractors and suppliers performing labor, services or materials in connection with the Project, substantially in the form attached hereto as Schedule 2.
8. All required licenses, approvals and permits covering or required for the development of the Project have been issued and are in force, and there are no actions pending or threatened to revoke, rescind, alter or declare invalid any such licenses, approvals or permits or any laws, ordinances, regulations, permits, variances, certificates or agreements for or relating to the Project.
9. No event of default under the terms of the Financing Agreement has occurred.
10. The Owner is not a party to any lawsuit and the Owner has no knowledge of any actions, suits or proceedings pending or threatened, against or affecting Owner which could materially adversely affect the Owner, any of its properties, its financial condition or which will hinder, delay, prevent or interfere with the construction of the Project.
11. There have been no material adverse changes in the financial condition of the Owner since the date of the Financing Agreement that have not been previously disclosed in writing to Lender.
12. A builder's risk (or hazard) insurance policy issued by \_\_\_\_\_ Policy Number \_\_\_\_\_ and complying with the terms of the Financing Agreement is presently in effect.

Owner:

HH LIBERTY WAY, LLC

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE 1 TO DISBURSEMENT REQUEST FORM**

**PURPOSE OF DISBURSEMENT**

<b>Equipment/Service</b>	<b>Amount</b>	<b>Description</b>
1.		If for equipment*, circle one: (Installed/Stored/Contractor Custody) Additional Information:  _____
2.		If for equipment*, circle one: (Installed/Stored/Contractor Custody) Additional Information:  _____
3.		If for equipment*, circle one: (Installed/Stored/Contractor Custody) Additional Information:  _____
Total Amount:	\$ _____	_____

Have any sub-contractors been involved in the equipment/service work described above? (Y/N)  
If yes please list and provide a lien waiver for that sub-contractor. \_\_\_\_\_

\*For any equipment expenses answer the following question(s) by circling the appropriate answer in the 'Description' column:

- Is the equipment installed on the Property? (Y/N)
- If No, is the equipment stored on the Property or in a bonded warehouse? (Y/N)
- If No, is the equipment in the custody of the Contractor? (Y/N)
- When is the equipment expected to be delivered and/or installed on the Property?

**SCHEDULE 2 TO DISBURSEMENT REQUEST FORM**

**FORM OF PARTIAL LIEN WAIVER AND RELEASE**

**Contractor:** \_\_\_\_\_ (the "Contractor")

**Property Address:** \_\_\_\_\_ (the "Property")

1. Contractor is the contractor pursuant to an agreement dated \_\_\_\_\_ (the "Contract") entered into by and between Contractor and \_\_\_\_\_ (the "Owner") in connection with the renovation or retrofit of the Property to reduce energy consumption or to install renewable energy systems at the Property (the "Project").
2. This Partial Lien Waiver and Release is delivered in consideration of a progress payment of \_\_\_\_\_ ("Payment") under the Contract for labor performed and/or materials supplied by the Contractor through \_\_\_\_\_, (the "Waiver Date").
3. The Contractor and the individual signing on behalf of the Contractor warrant and represent that: (i) all taxes applicable to the materials furnished and the work performed under the Contract have been fully paid and (ii) all laborers, mechanics, subcontractors of any tier, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected therewith have been paid in full to the date hereof. The undersigned acknowledges and agrees that Greenworks Lending LLC (the "Investor"), the Owner, lessees, lessors, mortgage holders, lenders, and any other persons or entities claiming an interest in connection with the Project or the Property, and any person or entity associated with the foregoing, may rely on the statements, agreements, and representations made by the undersigned herein.
4. The Contractor, for itself, its successors, and on behalf of all persons able to claim through or under the Contractor hereby:
  - (a) \_\_\_\_\_ waives, relinquishes and releases Owner, its sureties, if any, and the Property from all mechanic's liens, claims of mechanic's lien, and claims against labor and material payment bonds that Contractor has for the labor and materials furnished to the Project or Property through the Waiver Date;
  - (b) \_\_\_\_\_ releases Owner, and the Property of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in laws, in admiralty, or in equity from the beginning of the world to the Waiver Date; and
  - (c) \_\_\_\_\_ agrees to save harmless Investor and Owner from all liability, costs and expenses, including reasonable attorney's fees to discharge (by bond or otherwise) any such mechanic's lien or claim of mechanic's lien, to defend suit to enforce or foreclose upon any such mechanic's lien, claim of mechanic's lien, or bond substituted for such mechanic's lien, and to defend suit to enforce any such labor and material payment bond.
5. This Partial Release and Lien Waiver is intended to be enforceable to the fullest extent permitted by law and shall be governed under the laws of the State of Ohio. Should any term or provision herein be determined to be unenforceable or otherwise rendered null or void as a matter of law, the terms and provisions hereof shall be deemed modified only to the most limited extent necessary to render this Partial Release and Lien Waiver enforceable to the fullest extent permitted by law.

Dated:

Contractor:

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT D**

**COMPLETION CERTIFICATE**

HH LIBERTY WAY, LLC (the "Owner") hereby certifies that the Project, as such term is defined in the Energy Project Cooperative Agreement entered into by and between the Owner, the I-75 Energy Special Improvement District, Inc., and Greenworks Lending LLC (together with any successors or permitted assigns, "Lender") dated [\_\_\_\_\_], 2022 (the "Financing Agreement") has been completed at 7800 Liberty Field Dr., West Chester, Ohio (the "Property") in strict compliance with the requirements of the Financing Agreement and the Construction Contract entered into by and between the Owner and \_\_\_\_\_ (the "Contractor") dated \_\_\_\_\_ (the "Construction Contract").

**Note:** Capitalized terms used but not defined in this Completion Certificate have the meaning assigned to them in the Financing Agreement to which this Completion Certificate is attached and of which it forms a part.

**THE OWNER HEREBY CERTIFIES:**

1. As of \_\_\_\_\_, the Contractor has completed the work in accordance with the terms of the Construction Contract that the Owner has entered into and executed. The Owner has no service requests and no unresolved complaints regarding the work performed.
2. The Project has been completed in all material respects in accordance with the plans and specifications, permits, and budget approved by Lender.
3. The Owner has complied, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Project.
4. The Owner holds fee ownership in the Property on which the Project was completed.
5. The Contractor has not offered the Owner any payment, refund, or any commission in return for completing the Project.
6. All funds provided to the Owner by the Lender for this Project have been used in accordance with the Financing Agreement are correct.

[Balance of Page Intentionally Left Blank]

**NOTICE:** DO NOT SIGN THIS COMPLETION CERTIFICATE UNLESS YOU AGREE TO EACH OF THE ABOVE STATEMENTS.

HH LIBERTY WAY, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT E**

**FORM OF FINAL LIEN WAIVER AND RELEASE**

**Contractor:** \_\_\_\_\_ (the "Contractor")

**Property Address:** \_\_\_\_\_ (the "Property")

1. Contractor is the contractor pursuant to an agreement dated \_\_\_\_\_, (the "Contract") entered into by and between Contractor and \_\_\_\_\_ (the "Owner") in connection with the renovation or retrofit of the Property to reduce energy consumption or to install renewable energy systems at the Property (the "Project").
2. This Final Lien Waiver and Release is delivered in consideration of a final payment of \$\_\_\_\_\_ ("Payment") under the Contract for labor performed and/or materials supplied by the Contractor in connection with the Project.
3. The Contractor and the individual signing on behalf of the Contractor warrant and represent that: (i) all taxes applicable to the materials furnished and the work performed under the Contract have been fully paid and (ii) all laborers, mechanics, subcontractors of any tier, materialmen and suppliers for all work done and for all materials, machinery, equipment, fixtures, tools, scaffolding and appliances furnished for the performance of the Contract and for any other indebtedness connected therewith have been paid in full to the date hereof. The undersigned acknowledges and agrees that Greenworks Lending LLC ("Lender"), the Owner, lessees, lessors, mortgage holders, lenders, and any other persons or entities claiming an interest in connection with the Project or the Property, and any person or entity associated with the foregoing, may rely on the statements, agreements, and representations made by the undersigned herein.
4. The Contractor, for itself, its successors, and on behalf of all persons able to claim through or under the Contractor hereby:
  - (a) Waives, relinquishes and releases Owner, its sureties, if any, and the Property from all mechanic's liens, claims of mechanic's lien, and claims against labor and material payment bonds that Contractor has for the labor and materials furnished to the Project or Property;
  - (b) Releases Owner, and the Property of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, in admiralty, or in equity from the beginning of the world to the date hereof; and

(c) Agrees to save harmless Lender and Owner from all liability, costs and expenses, including reasonable attorney's fees to discharge (by bond or otherwise) any such mechanic's lien or claim of mechanic's lien, to defend suit to enforce or foreclose upon any such mechanic's lien, claim of mechanic's lien, or bond substituted for such mechanic's lien, and to defend suit to enforce any such labor and material payment bond.

5. This Final Release and Lien Waiver is intended to be enforceable to the fullest extent permitted by law and shall be governed under the laws of the State of Ohio. Should any term or provision herein be determined to be unenforceable or otherwise rendered null or void as a matter of law, the terms and provisions hereof shall be deemed modified only to the most limited extent necessary to render this Final Release and Lien Waiver enforceable to the fullest extent permitted by law.

Dated: \_\_\_\_\_

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT F**

**CLOSING COSTS DETAIL**

Pursuant to Section 4.2 of the foregoing Energy Project Cooperative Agreement, the Investor, on the date on which the Energy Project Cooperative Agreement becomes effective, shall disburse to the ESID or to the respective payee set forth below, the following closing costs:

<b>[Expenses and Fees]</b>		<b>Amount</b>
NGC Closing Fee		\$68,030.25
Transaction Costs		26,887.19
ESID Closing Fee		25,367.95
ESID Legal Fee		101,471.79
Broker Fee		45,353.50
Subtotal		\$257,110.68
Deposit Credit	(\$10,000.00)	
Project Cost		\$9,070,700.00
<b>Capitalized Interest</b>		\$819,367.85
<b>Total</b>		<b>\$10,147,178.53</b>

**EXHIBIT G**

**CONSENT OF MORTGAGEE**

[See Attached]

**EXHIBIT H**

**FORM OF ASSIGNMENT AND ASSUMPTION OF ENERGY PROJECT  
COOPERATIVE AGREEMENT**

ASSIGNMENT AND ASSUMPTION  
OF  
ENERGY PROJECT COOPERATIVE AGREEMENT

\_\_\_\_\_ (“Assignor”), in consideration of the sum of \$\_\_\_\_\_ in hand paid and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Assignor’s execution of this Assignment and Assumption of Energy Project Cooperative Agreement (“Assignment”), assigns, transfers, sets over, and conveys to \_\_\_\_\_ (“Assignee”) all of Assignor’s right, title, and interest in and to that certain Energy Project Cooperative Agreement dated as of [\_\_\_\_\_], 2022 between the I-75 Energy Special Improvement District, Inc. (the “ESID”), Assignor, and Greenworks Lending LLC (the “Energy Project Cooperative Agreement”).

By executing this Assignment, Assignee accepts the assignment of, and assumes all of Assignor’s duties and obligations under, the Energy Project Cooperative Agreement. Assignee further represents and warrants that it has taken title to the “Property,” as that term is defined in the Energy Project Cooperative Agreement, subject to the “Owner Consent” dated as of [\_\_\_\_\_], 2022 by HH Liberty Way, LLC and recorded in the records of the Butler County Recorder with respect to the Property. By executing this Assignment, Assignee accepts the assignment of, and assumes all of Assignor’s duties and obligations under, the Owner Consent.

Assignor and Assignee acknowledge and agree that executed copies of this Assignment shall be delivered to the Township, the Investor, and the ESID, as each of those terms are defined in the Energy Project Cooperative Agreement, all in accordance with Sections 3.4(a) and 6.7 of the Energy Project Cooperative Agreement

In witness of their intent to be bound by this Assignment, each of Assignor and Assignee have executed this Assignment this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, which Assignment is effective this date. This Assignment may be executed in any number of counterparts, which when taken together shall be deemed one agreement.

[Signature Pages Follow]

ASSIGNOR:

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ASSIGNEE:

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT I**

**PAYMENT INSTRUCTIONS**



Greenworks Lending LLC  
Payment Instructions

Bank Name: [BANK NAME]  
[BANK ADDRESS]

ABA: [NUMBER]  
Beneficiary Name: Greenworks Lending LLC  
28 Thorndal Circle, Third Floor  
Darien, Connecticut 06820  
Beneficiary Account: [NUMBER]

Reference: [NUMBER]

Contact: [Information]

If sending by check, please make checks payable to: [NAME/REFERENCE] and mail to:

[Nuveen, LLC]  
28 Thorndal Circle, Third Floor  
Darien, Connecticut 06820  
Attention: [NAME]

**EXHIBIT J**

**DRAW SCHEDULE**

[TO BE INSERTED]

**EXHIBIT K**

**OWNER AUTHORIZED REPRESENTATIVES**

<b>Authorized Person for Borrower</b>	<b>Title/Position/Status</b>	<b>Email Address</b>	<b>Phone Number</b>
[ ]	[ ]	[ ]	[ ]



**EXHIBIT L**  
**PERMITTED ENCUMBRANCES**

**RESOLUTION NO. 35-2022**

\*\*\*\*\*

**Statutory Resolution levying Special Assessments for the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in West Chester Township in Cooperation with the I-75 Energy Special Improvement District; and, Authorizing and Approving a Cooperative Agreement Providing for Financing of a Special Energy Improvement Project in West Chester Township**

**WHEREAS**, this Board duly adopted Resolution 33-2022 on November 15, 2022 (the “Resolution of Necessity”), and declared the necessity of acquiring, constructing, improving and installing energy efficiency improvements by HH Liberty Way, LLC (the “Owner”), on the Owner’s real property, including, without limitation, energy efficient building envelope and related improvements (the “Project”), as described in the Resolution of Necessity and as set forth in the Petition requesting those improvements; and

**WHEREAS**, this Board duly adopted Resolution 34-2022 on November 15, 2022 and determined to proceed with the Project and adopted the estimated Special Assessments (as defined in the Resolution of Necessity) filed with the Board and the Township Fiscal Officer pursuant to the Resolution of Necessity; and

**WHEREAS**, the Township intends to enter into an Energy Project Cooperative Agreement (the “Cooperative Agreement”) with the District, the Owner, and Greenworks Lending LLC (the “Investor”) to provide for, among other things, (i) making of the Project Advance (as that term is defined in the Cooperative Agreement) available to the Owner to pay costs of the special energy improvement project and (ii) the transfer of the special assessments levied by this Resolution to the Investor to repay the Project Advance.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Board of Trustees:

**SECTION 1.** Each capitalized term used in this Resolution where the rules of grammar would otherwise not require and not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the Resolution of Necessity.

**SECTION 2.** The list of Special Assessments to be levied and assessed on the Project Site in an amount sufficient to pay the costs of the Project, which is \$22,418,082.96, including other related financing costs incurred in connection with the issuance, sale, and servicing of securities, nonprofit corporate obligations, or other obligations issued to provide a loan to the District or otherwise to pay costs of the Authorized Improvements in anticipation of the receipt of the Special Assessments, capitalized interest on, and financing reserve funds for, such securities, nonprofit corporate obligations, or other obligations so issued, including any credit enhancement fees, trustee fees, and District administrative fees and expenses, which costs were set forth in the Petition and previously reported to this Board and are now on file in the offices of the Board and the Township Fiscal Officer, is adopted and confirmed, and that the Special Assessments are levied and assessed on the Project Site. The interest portion of the Special Assessments, together with amounts used to pay administrative expenses, are determined to be substantially equivalent to the fair market rate or rates of interest that would have been borne by securities issued in anticipation of the collection of the Special Assessments if such securities had been issued by Township.

The Special Assessments are assessed against the Project Site commencing in tax year 2023 for collection in 2024 and continuing through tax year 2050 for collection in 2051. The semi-annual installments of the Special Assessments shall be collected in each calendar year equal to the semi-annual amounts of Special Assessments as shown in Exhibit A, attached to and incorporated into this Resolution.

All Special Assessments shall be certified by the Township Fiscal Officer to the County Auditor of Butler County, Ohio (the "County Auditor"), pursuant to the Petition and Ohio Revised Code Chapter 727.33 to be placed on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.

The Special Assessments shall be allocated among the parcels constituting the Project Site as set forth in the Petition and the List of Special Assessments attached to and incorporated into this Resolution as Exhibit A.

**SECTION 3.** This Board finds and determines that the Special Assessments are in proportion to the special benefits received by the Project Site as set forth in the Petition and are not in excess of any applicable statutory limitation.

**SECTION 4.** The Owner has waived its right to pay the Special Assessments in cash, and all Special Assessments and installments of the Special Assessments shall be certified by the Township Fiscal Officer to the County Auditor as provided by the Petition and Ohio Revised Code Section 727.33 to be placed by them on the tax list and duplicate and collected with and in the same manner as real property taxes are collected and as set forth in the Petition.

**SECTION 5.** The Special Assessments will be used by the Petitioners to provide the Authorized Improvements in cooperation with the District in any manner, including by Township assigning the Special Assessments actually received by Township to the District or to another party Township deems appropriate, and the Special Assessments are appropriated for such purposes.

**SECTION 6.** The Township Fiscal Officer shall keep the Special Assessments on file in the Office of the Township Fiscal Officer.

**SECTION 7.** In compliance with Ohio Revised Code Section 319.61, the Township Fiscal Officer is directed to deliver a certified copy of this Resolution to the County Fiscal Officer within 20 days after its passage.

**SECTION 8.** This Board hereby approves the Cooperative Agreement, a copy of which is on file with the Township Fiscal Officer. The Township Administrator shall sign and deliver, in the name and on behalf of the Board and Township, the Cooperative Agreement, in substantially the form as is now on file with the Township Fiscal Officer. The Cooperative Agreement is approved, together with any changes or amendments (including the addition or subtraction of any parties) that are not inconsistent with this Resolution and not substantially adverse to Township and that are approved by the Township Administrator on behalf of the Board and Township, all of which shall be conclusively evidenced by the signing of the Cooperative Agreement or amendments thereto.

**SECTION 9.** This Board finds and determines that all formal actions of this Board concerning and relating to the passage of this legislative resolution were adopted 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 in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

**SECTION 10.** This Resolution shall take effect immediately upon its adoption.

*Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.*

\_\_\_\_\_  
Mark S. Welch, Chair

\_\_\_\_\_  
Yes/No

**ATTEST:**

\_\_\_\_\_  
Ann Becker, Vice Chair

\_\_\_\_\_  
Yes/No

\_\_\_\_\_  
Bruce Jones, Fiscal Officer

\_\_\_\_\_  
Lee Wong, Trustee

\_\_\_\_\_  
Yes/No

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Donald L. Crain, Law Director

DRAFT

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Business Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Motion to approve Statutory Resolution 36-2022 finding the 1994 scissor lift not needed or unfit for public use; authorizing the sale of said equipment to Bobcat Enterprises; and crediting the sale price of said equipment to the purchase of a new scissor lift

<b>Background:</b>
<p>Pursuant to Ohio Revised Code 505.10 (3); if the Board finds, by resolution, that the Township has motor vehicles, road machinery, equipment, or tools that are not needed or are unfit for public use, and the Board wishes to sell the motor vehicles, road machinery, equipment, or tools to the person or firm from which it proposes to purchase other motor vehicles, road machinery, equipment, or tools to that person or firm and to have the selling price credited to the person or firm against the purchase price of other motor vehicles, road machinery, equipment, or tools.</p> <p>The Community Services Department requests approval to trade in the 1994 scissor lift for \$800.00 to be credited towards the purchase of a new scissor lift.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**RESOLUTION NO. 36-2022**

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**Resolution finding the 1994 Scissor Lift is not needed or unfit for public use;  
authorizing sale of said equipment to Bobcat Enterprises; and crediting the sale price of  
equipment to the purchase of a scissor lift**

**WHEREAS**, §505.10(3) West Chester Township (“Township”) may sell equipment not needed or unfit for public use and have the sale price credited to the purchase of other equipment; and,

**WHEREAS**, the Township finds the 1994 scissor lift is not needed or unfit for public use and for the use for which they were purchased; and,

**WHEREAS**, Bobcat Enterprises has offered a trade-in value of \$ 800.00 toward the purchase of a scissor lift.

**NOW, THEREFORE BE IT RESOLVED** the West Chester Township Board of Trustees does hereby agree to:

**SECTION 1.** Sell the not needed or unfit equipment to the Bobcat Enterprises and credit the \$800.00 sale price of the equipment to the purchase of a scissor lift.

*Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.*

	_____ Mark S. Welch, Chair	_____ Yes/No
<b>ATTEST:</b>	_____ Ann Becker, Vice Chair	_____ Yes/No
_____ Bruce Jones, Fiscal Officer	_____ Lee Wong, Trustee	_____ Yes/No

**APPROVED AS TO FORM:**  
\_\_\_\_\_  
Donald L. Crain, Law Director

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
November 15, 2022	Business Item
<b>Submitted By:</b>	
Arun Hindupur, Director of Public Works/Community Services	

<b>Motion:</b>
Motion to approve Statutory Resolution 37-2022 affirming obligation for West Chester Township’s share of the annual Butler County Engineer’s 2023 paving program

<b>Background:</b>
<p>The Butler County Engineer’s Office (BCEO) has invited West Chester Township to participate in the annual bid process for their contracted Annual Paving Program.</p> <p>The Community Services Department is requesting the Trustees approve Statutory Resolution 37-2022 authorizing West Chester Township’s participation in the BCEO 2023 Paving Program.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP, TIF		
	<b>CIP #:</b>	1617 & 1616		
	<b>TIF Info:</b>	Various		
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

## **RESOLUTION NO. 37-2022**

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### **Statutory Resolution affirming obligation for West Chester Township’s share of the annual Butler County Engineer’s 2023 paving program**

**WHEREAS**, the Board of Trustees of West Chester Township is responsible for maintaining all roads within its township, other than state or county roads, pursuant to Ohio Revised Code Section 5535.01; and

**WHEREAS**, the Board of Commissioners of Butler County, Ohio received federal funds pursuant to the American Rescue Plan Act of 2021 (“ARPA”) and has allocated part of those funds for the repair and resurfacing of roads within each Butler County township to offset part of the cost of maintaining township roads (see attached Exhibit “A”); and

**WHEREAS**, the Board of Trustees of West Chester Township is a “political subdivision having authority to construct, reconstruct, resurface, improve, repair, and maintain roads or streets...” (R.C. 5535.08(C)); and

**WHEREAS**, the Board of Trustees of West Chester Township, has identified and provided to the Butler County Engineer, the specific streets and approximate mileage that West Chester Township is requesting to be included in the invitation to bid for construction, reconstruction, resurfacing, or repair contract which is attached as Exhibit “E”, hereinafter referred to as Street Paving Project; and

**WHEREAS**, the Board of Trustees of West Chester Township and the Board of Commissioners of Butler County, Ohio may “...enter into an agreement with ...township... whereby the board undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any services, on behalf of the contracting subdivision or its legislative authority, that such subdivision or legislative authority may exercise, perform, or render...” (R.C. 307.15); and

**WHEREAS**, the Board of Trustees of West Chester Township desires to approve reciprocal resolutions with the Board of Commissioners of Butler County, Ohio and on behalf of the Butler County Engineer to construct, reconstruct, resurface, improve, and repair roads or streets; and

**WHEREAS**, the Board of Trustees of West Chester Township delegates its authority pursuant to R.C. 5535.01 and R.C. 5535.08 to, and specifically authorizes, the Board of Commissioners of Butler County, Ohio and the Butler County Engineer, in accordance with R.C. 307.15, to: exercise any power, perform any function, or render any services; to prepare all plans, specifications, details, and estimates of cost for the construction, reconstruction, resurfacing, improvement or repair of roads; to take all actions necessary for the construction, reconstruction, resurfacing, improvement, or repair of roads; to prepare invitations to bid and award all contracts in the manner provided by law; and to ensure that all actions necessary and proper to complete the Street Paving Project are in compliance with the Federal requirements pursuant to 2 C.F.R.



200 which includes internal controls (2 CFR 200.303), a procurement policy (2 CFR 200.318(a)), affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible (2 CFR 200.321) and standards of conduct (2 CFR 200.318(b)); and

**WHEREAS**, the Board of Trustees of West Chester Township, pursuant to R.C. 5535.08(C)(1), delegates its authority to, and specifically authorizes, the Butler County Engineer to pay contractors who have been awarded contracts through the Butler County Engineer's Office, with the ARPA funds that have been allocated to West Chester Township by the Board of Commissioners of Butler County, Ohio (see attached Exhibit "A"), until the allocated ARPA funds are exhausted; and

**WHEREAS**, the Board of Commissioners of Butler County, Ohio shall be responsible for any and all reporting requirements for the ARPA funds received and subsequently allocated by the Board of Commissioners of Butler County, Ohio to offset the cost of maintaining township; and

**WHEREAS**, the Board of Trustees of West Chester Township, upon receipt of an invoice, shall pay directly to the contractors who have been awarded contracts through the Butler County Engineer's Office, any and all additional funds for work required to complete West Chester Township's road repair project, once the county ARPA funds allocated to the Township in the attached Exhibit "A" are expended; and

**WHEREAS**, the Board of Trustees of West Chester Township shall be responsible for any and all reporting requirements for any ARPA funds for which Township was a direct recipient and which will be paid by the board of trustees; and

**WHEREAS**, the Board of Trustees of West Chester Township are required, prior to expenditure of funds, to adopt internal controls (2 CFR 200.303), a procurement policy (2 CFR 200.318(a)), and standards of conduct (2 CFR 200.318(b)); and

**WHEREAS**, the Board of Commissioners of Butler County Ohio have adopted the Butler County Uniform Guidance Policies which is in compliance with the Federal requirements pursuant to 2 C.F.R. 200 which includes internal controls (2 CFR 200.303), a procurement policy (2 CFR 200.318(a)), and standards of conduct (2 CFR 200.318(b)); and

**WHEREAS**, the Board of Trustees of West Chester Township, in order to be in compliance with the Federal requirements pursuant to 2 C.F.R. 200, including internal controls (2 CFR 200.303), a procurement policy (2 CFR 200.318(a)), and standards of conduct (2 CFR 200.318(b)), will, for the purposes of the Street Paving Project only, adopt the Butler County Uniform Guidance Policies in its entirety which is attached as Exhibit "B"; and

**WHEREAS**, the Board of Trustees of West Chester Township has attached as Exhibit "C" the proposed reciprocal resolution from the Board of County Commissioners of Butler County Ohio.

**NOW, THEREFORE BE IT RESOLVED** the West Chester Township Board of Trustees does hereby agree to:

**SECTION 1.** identify and provide the Butler County Engineer, the specific streets and approximate mileage that West Chester Township is requesting to be included in the invitation to bid for construction, reconstruction, resurfacing, or repair contract which will be attached as Exhibit “E”; and

**SECTION 2.** pursuant to Ohio Revised Code Sections 5535.01 and 5535.08, and in accordance with Ohio Revised Code Section 307.15, approve reciprocal resolutions with the Board of County Commissioners of Butler County Ohio and the Butler County Engineer for the construction, reconstruction, resurfacing, improvement, or repair of roads to be located in West Chester Township, but only to the extent of the Street Paving Project identified herein; and

**SECTION 3.** upon receiving the executed reciprocal resolution from the Board of County Commissioners of Butler County Ohio, delegate its authority pursuant to R.C. 5535.01 and R.C. 5535.08 to, and specifically authorize, the Board of Commissioners of Butler County, Ohio and the Butler County Engineer, in accordance with R.C. 307.15, to: exercise any power, perform any function, or render any services; to prepare all plans, specifications, details, and estimates of cost for the construction, reconstruction, resurfacing, improvement or repair of roads; to take all actions necessary for the construction, reconstruction, resurfacing, improvement, or repair of roads; to prepare invitations to bid and award all contracts in the manner provided by law; and to ensure that all actions necessary and proper to complete the project are in compliance with the Federal requirements pursuant to 2 C.F.R. 200 which includes internal controls (2 CFR 200.303), a procurement policy (2 CFR 200.318(a)), affirmative steps to assure that minority business, women’s business enterprises, and labor surplus area firms are used when possible (2 CFR 200.321) and standards of conduct (2 CFR 200.318(b)) (the county adopted reciprocal resolution to be attached as Exhibit “D”).

**SECTION 4.** upon receiving the executed reciprocal resolution from the Board of County Commissioners of Butler County Ohio, delegate its authority pursuant to R.C. 5535.01 and R.C. 5535.08 to, and specifically authorize, the Board of Commissioners of Butler County, Ohio and the Butler County Engineer, to pay contractors who have been awarded contracts through the Butler County Engineer’s Office, with the ARPA funds that have been allocated to West Chester Township by the Board of Commissioners of Butler County, Ohio (see attached Exhibit “A”), until the County allocated ARPA funds are exhausted.

**SECTION 5.** pay directly to contractors who have been awarded contracts through the Butler County Engineer’s Office, invoices received for work required to complete the Township’s road repair project, after the county allocated ARPA funds for West Chester Township have been exhausted.

**SECTION 6.** complete the reporting requirement for the use of any ARPA funds received directly by West Chester Township, and paid by West Chester Township to contractors who have been awarded contracts through the Butler County Engineer’s Office, for any and all additional amount of funds required to complete the Township’s road repair project, as required by the American Rescue Plan Act of 2021.



**COUNTY \$1.25M - TOWNSHIPS \$225K BASE + MILEAGE**

<b>TOTAL</b>	\$5,000,000
<b>COUNTY</b>	\$1,250,000
<b>TOWNSHIP</b>	\$3,750,000

	<b>MILES</b>	<b>%</b>	<b>BASE</b>	<b>ALLOCATION</b>	<b>TOTAL</b>
County	266.001				\$1,250,000
Fairfield	79.882	9.976%	\$225,000	\$82,306	\$307,306
Hanover	35.985	4.494%	\$225,000	\$37,077	\$262,077
Lemon	11.255	1.406%	\$225,000	\$11,597	\$236,597
Liberty	156.209	19.509%	\$225,000	\$160,949	\$385,949
Madison	52.453	6.551%	\$225,000	\$54,045	\$279,045
Milford	33.417	4.173%	\$225,000	\$34,431	\$259,431
Morgan	32.34	4.039%	\$225,000	\$33,321	\$258,321
Oxford	26.967	3.368%	\$225,000	\$27,785	\$252,785
Reily	34.12	4.261%	\$225,000	\$35,155	\$260,155
Ross	47.499	5.932%	\$225,000	\$48,940	\$273,940
St. Clair	33.3	4.159%	\$225,000	\$34,311	\$259,311
West Chester	227.141	28.368%	\$225,000	\$234,034	\$459,034
Wayne	30.134	3.763%	\$225,000	\$31,048	\$256,048
<b>TOTALS</b>	<b>800.702</b>	<b>100.000%</b>	<b>\$2,925,000</b>	<b>\$825,000</b>	<b>\$5,000,000</b>

# Butler County

## Uniform Guidance Policies

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**Note 1 - The Excel version of these templates are included within this PDF. See the attachments section.**

## **PURPOSE OF THIS MANUAL:**

Butler County (the “County”) receives Federal funding from multiple Federal agencies. Federal awards are regulated by 2 C.F.R. 200, which is also referred to as the Uniform Guidance. This will be referred to as “UG” throughout this manual. The UG requires the County to implement policies and procedures to assist in compliance with Federal requirements. The County has generated the following policies to assist in Federal compliance which are linked within this manual:

- [Allowable costs \(Link: Exhibit A\)](#)
- [Time and effort \(Link: Exhibit B\)](#)
- [Procurement and purchasing \(Link: Exhibit C\)](#)
- [Cash management \(Link: Exhibit D\)](#)
- [Subrecipient monitoring \(Link: Exhibit E\)](#)

In addition to these policies, the County has created this manual to better assist employees and management in understanding Federal requirements. Federal requirements are always changing and oftentimes, are difficult to interpret. The goal of this manual is to create one document our employees and management can access to find the information they need and aid in Federal compliance. The Commissioner’s Office and Auditor’s Office will jointly collaborate to update this manual when necessary. Updates will be communicated to all pertinent employees and management. The guidelines discussed within this manual are considered “procedures” and are not approved by any Federal agency.

This manual will be broken down by each major compliance area. It is not meant to be all-encompassing but is meant to provide general guidance that applies to most circumstances the County would encounter. If ever a situation arises that you consider unusual and is not covered in this manual, bring this to the attention of Angel Burton in the Commissioner’s Office and Jill Cole In the Auditor’s Office.

**ALLOWABLE COSTS:**

The County receives Federal awards from multiple sources. Each Federal award comes with a set of stipulations determining what those awards can be spent on. Federal awards are typically received directly from the Federal government (e.g. U.S. Department of Health and Human Services) or are passed through to the County from a state of Ohio agency (e.g. Ohio Department of Job and Family Services). Each grant should have an **award agreement** which is received from the grantor (Federal government or awarding agency).

This **award agreement** should include, but are not limited to, the following information:

- Assistance listing number (ALN), previously the Catalog of Federal Domestic Assistance (CFDA) number – each grant has a ALN number assigned to it by the Federal government
- Sub-recipients name – this would likely be Butler County
- Passthrough number – number assigned to the County by the Federal government or awarding agency
- Period of performance – this indicates the time period within which the funds must be incurred. For example, the award agreement might say “all awards must be incurred by December 31, 202X.” Incurred refers to an obligation that has taken place for the reception of goods or services. The typical liquidation period is not later than 90 days after the end of the funding period. For example, if the award agreement indicates costs must be incurred by December 31, 2020, the funds must be obligated by this date and liquidated by March 31, 2021.
- Total awards – this indicates the total funding the County will receive

For a cost to be **allowable**, it must generally meet the following basic criteria:

- Be necessary and reasonable for the performance of the Federal award
- Be a lawful expenditure under the requirements of the grant, the UG, and the County’s internal policies and procedures

The following is a list of grant awards the County commonly receives, including the County department that would likely oversee the award activity, where the grant is recorded, and typical allowable costs associated with these grants. This DOES NOT mean the County is currently receiving funding under these programs but is meant as a guide. If your grant is not included in the grants listed below, see the other federal awards section:

- Community Development Block Grant (CDBG):
  - Purpose – to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for persons of low- and moderate-income.
  - ALN # - 14.218
  - Department – Community Development
  - Funds – 1519
  - Allowable costs (typically award-specific), include but are not limited to:
    - Acquisition of real property
    - Clearance, demolition, reconstruction, rehabilitation, and removal of housing, buildings, blighted structures, and improvements
    - Relocation assistance



- Planning activities and administrative costs associated with the award
- Temporary Assistance to Needy Families (TANF):
  - Purpose – to provide assistance to needy families so children may be cared for in their own homes or in the homes of relatives; end the dependence of need parents on government benefits by promoting job preparation, work, and marriage; prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and encourage the formation and maintenance of two-parent families.
  - ALN # - 93.558
  - Department – Job and Family Services
  - Fund – 0800
  - Allowable costs (typically award-specific), include but are not limited to:
    - Use funds for programs to prevent and reduce the number of out-of-wedlock pregnancies, including programs targeted to law enforcement officials, the educational system, and counseling services that provide education and training of women and men on the problem of statutory rape. In addition, funds may be used to make payments or provide job placement vouchers to State-approved public and private job placement agencies providing employment placement services to individuals receiving assistance under TANF. Most costs are personnel-related and are charged to the program through random moment sampling (RMS).
- Child Support Enforcement
  - Purpose – to enforce the support obligation owed by absent parents to their children, locate absent parents, establish paternity, and obtain child, spousal and medical support.
  - ALN # - 93.563
  - Department – Job and Family Services
  - Fund – 1000
  - Allowable costs (typically award-specific), include but are not limited to:
    - Location of noncustodial parents, paternity establishment, establishment and enforcement of financial and medical support orders, collection and disbursement of support, and the review and possible modification of support orders. Most costs are personnel-related and are charged to the program through RMS.
- Foster Care Title IV-E
  - Purpose – to provide safe, appropriate, 24-hour, substitute care for children who are under the jurisdiction of the administering Title IV-E agency and need temporary placement and care outside their homes.
  - ALN # - 93.658
  - Department – Job and Family Services
  - Fund – 0850
  - Allowable costs (typically award-specific), include but are not limited to:
    - The costs of foster care maintenance for eligible children, administrative costs to manage the program, and training of public agency staff, foster parents, and certain private agency staff. Most costs are personnel-related and are charged to the program through RMS.

- Medicaid
  - Purpose – to provide medical assistance to low-income persons who are age 65 or over, blind, disabled, or members of families with dependent children or qualified pregnant women or children.
  - ALN # - 93.778
  - Department – Job and Family Services and Developmental Disabilities
  - Fund – 0850
  - Allowable costs (typically award-specific), include but are not limited to:
    - Medical benefit payments, administration and training (including the State Survey and Certification Program). Most costs are personnel-related and are charged to the program through RMS.
- Coronavirus Relief Fund (CRF) Local Government Assistance Program:
  - Purpose – to provide relief related to unforeseen expenses caused by the Coronavirus Disease 2019 (COVID-19).
  - ALN # - 21.019
  - Department – Commissioner’s Office
  - Fund – 1405
  - Allowable costs, include but are not limited to:
    - (1) Necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). (2) Expenditures that were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the government. (3) Expenditures that were incurred during the period that begins on March 1, 2020 and ends on December 31, 2021.
- American Rescue Plan Act (ARPA):
  - Purpose – to provide relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses.
  - ALN # - 21.027
  - Department – Commissioner’s Office
  - Fund – 1406
  - Allowable costs, include but are not limited to:
    - Replacement of lost revenue
    - Negative economic impact of the pandemic
    - Premium pay for essential workers
    - Broad investments in water, sewer, or broadband infrastructure
- Highway Planning and Construction:
  - Purpose - to (1) assist in the planning and development of an integrated, interconnected transportation system important to interstate commerce and travel by constructing, rehabilitating, and preserving the National Highway System (NHS), including Interstate highways, and other Federal-aid highways; (2) provide aid for the repair of Federal-aid highways following disasters; (3) foster safe highway design and improve bridge conditions; (4) to support community-level transportation infrastructure; and (5) to provide for other special purposes.
  - ALN # - 20.205
  - Department – Engineering

- Fund – 3106
- Allowable costs, include but are not limited to:
  - Award-specific projects, typically involving construction (e.g. roadways, bridges)
- All other Federal awards:
  - Purpose – This is what the award is meant to accomplish. This will be included in the award agreement from the Federal government or pass-through agency. You can also view the award application for further documentation. If unclear, contact the Department that received the award.
  - ALN # - This will be included in the award agreement. The format will be XX.XXX.
  - Allowable cost – This is what the awards can be spent on. If you do not see explicit guidance within the award agreement, there should be contact information (either email or phone number) included. Contact the Federal government or pass-through agency, if still unclear.

**Unallowable costs** - these are costs that are not specifically listed in the grant award documentation. Unallowable costs will differ for every grant. Examples of unallowable costs common to all federal grants include alcohol purchases and lobbying expenses. If ever unsure if an expenditure is allowable, contact the regulating agency (Federal government or Awarding agency).

**Internal control procedures over allowable costs** - control procedures for Federal expenditures will be the same as control procedures over non-Federal expenditures. The department initiates the purchase process and is expected to understand the allowable costs of a given federal award. The employee who creates the purchase requisition has the responsibility to properly code the expense in the accounting system. If the employee is unsure where to code the disbursement, the system employs a drop-down menu used to show each account code option with a description of each account code. If the employee is still not sure, they are instructed to contact the Auditor’s Office. The system automatically compares the budgeted appropriations for this line item to the expense entered in by the department. If the expense causes the line item to be over budget, the requisition cannot be created in Munis. After the employee enters the requisition into Munis, it is sent through an electronic approval path based on the hierarchy of the workflow. The department head or approved employee receives it next, and must access Munis, review the requisition, click approve and the requisition will go to the Commissioner’s office for the next approval. Approvals for Purchases below \$25,000 are approved by the Commissioners designees while purchases at or above \$25,000 are approved with a formal resolution by the Commissioners. Once these steps are taken, the Auditor’s Office is notified to approve and encumber (with creation of PO) the disbursement in Munis. The generated PO is electronically signed by the County Auditor. The Purchase Order is sent back to the originator, electronically. Once the invoice is received, the receiving department is to enter the invoice into the Munis system; they can be entered in as a single voucher or as a batch. All invoices submitted for payment must travel through the department level workflow of approval. After the receiving department has gathered all documentation (i.e., PO, Invoice) and scanned it into Munis, the information must then travel through the Auditor’s Office’s workflow of approval. The Auditor’s Office will examine the supporting documents and the Finance Manager, or designated staff, will perform an “audit” over the individual transaction. The audit involves examining the invoice entry within Munis and the supporting documentation, to ensure the disbursement is properly coded, proper support is uploaded, and the invoice agrees to the PO. This procedure is done electronically using the Munis system – the Finance Manager, or designated staff, views the invoice entry within the system and clicks “approve” within the system, which indicates the disbursement can be paid. If the invoice has not been approved

within Munis, the check cannot be generated. The paper warrants are generated from Munis and are ran by one individual who is not involved in the auditing process. Munis also generates a NACHA formatted electronic file for EFT vendors. Once the EFT file is generated in Munis, it is upload to Single Point along with a positive pay file. The Single Point system requires a separate username and password along with an electronically generated numeric code that must be entered. Once the EFT file is uploaded there is a secondary approval requirement in Single Point before the file is released to pay the vendors.

For more information on allowable costs, see the County's official policy at [Exhibit A](#). The County is required by the UG to adopt a policy over allowable costs.

**TIME AND EFFORT – PERSONAL SERVICES/FRINGE BENEFITS:**

The compensation for personal services by the County includes all remuneration, paid currently, or accrued, for services rendered during the period of performance under Federal awards, including but not necessarily limited to wages, salaries, and fringe benefits. The County will ensure compensation from a Federal award will not be in excess of a similar position paid from non-Federal funds.

If personal services and/or fringe benefits are allowable under the award, the County must follow time and effort procedures to ensure the employee's time was spent on the purpose of the Federal award.

**Semi-annual certifications** will be used when an employee's compensation is paid solely out of one Federal program. This also is applicable if an employee is paid partially from one Federal award and partially from non-Federal funds. This form will be completed every six months and will be completed after-the-fact. Therefore, the form should be completed in July to document compliance for the months of January – June and should be completed in January for the months of July – December. Documentation of time and effort must be completed as long as the employee(s) are being paid from the Federal award. This form should be signed by the Department Head and the employee(s) to verify each party's acknowledgement that services were paid from Federal awards. A separate form may be completed for each employee paid from the Federal award, or one supervisor may sign a form covering multiple employees. A template of a semi-annual certificate is on the [page 9](#) and is also included as an attachment within this document.

**Personnel activity reports** will be used when an employee's compensation is paid out of more than one Federal award. This is very unusual to the County, but if this situation arises, the departments involved, should work together to determine the breakdown of the employee's time between each Federal award and non-Federal activity. At the end of each month, the involved departments will work together to determine the breakdown of the employee's activity for that month. This will always be done after-the-fact (e.g. an employee's actual time spent on each activity for January 2021 is used to determine the breakdown of pay for February 2021). This report will be signed by the employee and a representative from each department. The employee's pay for the following month will be based on this breakdown. This breakdown will be updated each month for the duration of the period the employee(s) is(are) being paid from the Federal awards and will be done after-the-fact. A template of a personnel activity report is on [page 10](#) and is also included as an attachment within this document.

**Internal control procedures over time and effort** – Documentation of time and effort must be maintained by the department head and can be scanned into Munis if desired. A copy of time and effort documentation (semi-annual certification or personnel activity report) will be stored in the employee's personnel file. All employees pay will be determined by County Commissioners and/or an agreement of the respective bargaining unit or other appointing authority and or board. Changes in employee pay is documented in the payroll adjustment report form (PARF), which is maintained in the Munis payroll system. However, the breakdown of pay to the correct non-Federal and/or Federal activity will be determined by time and effort documentation. Time and effort documentation should be supported by timesheet reports, such as Kronos, which are approved by the department head.

If an employee can be paid entirely or partially from Federal awards, the County will strive to only compensate personnel from one Federal award for the given time period. If a department believes an employee can be paid from multiple Federal awards, they should first discuss this matter with their various grantors to ensure they are compliant with the specific requirements of their grants.

For more information on time and effort, see the County's official policy at [Exhibit B](#). The County is required by the UG to adopt a policy over time and effort.

**COUNTY LETTERHEAD**

**Semi-Annual Certification**

Grant Title:

Grant Year:

Funding Source:

Supervisor:

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All employees who are paid in full or in part with Federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities (2 C.F.R. § 200.430). Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed.

I understand that the position(s) filled by the following employee(s) are supported entirely by funds from the Federal award listed above. I certify that 100% of the job duties of the employee(s) were related to activities in compliance with this grant award during the period from January 1, 2021, through June 30, 2021.

The information recorded on this form is true and correct to the best of my knowledge.

<b><u>Employee Name</u></b>	<b><u>Employee Position</u></b>	<b><u>Employee Signature</u></b>

**COUNTY LETTERHEAD**

**Personnel Activity Report**

Employee: Jane Smith

Position: Federal Grant Coordinator

Certification Period: 01/01/21 through 01/31/21

Type of Schedule: X Daily \_\_\_ Weekly \_\_\_ Biweekly \_\_\_ Other: \_\_\_\_\_

<b>Program or Cost Objective</b>	<b>Distribution of</b>
Federal grant #1 (list the actual grant name and ALN # here)	45%
Federal grant #2 (list the actual grant name and ALN # here)	10%
Non-federally funded activity	45%
<b>TOTAL</b>	<b>100%</b>

I certify that I performed work consistent with the attached schedule and as distributed in the above percentages during the Certification Period.

Jane Smith  
\_\_\_\_\_

02/03/21  
\_\_\_\_\_

Employee Signature

Date

I certify that I have first-hand knowledge that the above employee performed work consistent with the attached schedule and as distributed in the above percentages during the certification period.

John Smith  
\_\_\_\_\_

02/03/21  
\_\_\_\_\_

Supervisor Signature

Date



## **PROCUREMENT:**

The acquisition of goods or services with Federal monies must follow Federal procurement standards. Essentially, any non-personnel related item that is acquired with Federal funds must follow the County's procurement policy. The key to being compliant with Federal procurement requirements is documentation; for every procured contract, the County must document the reason for selecting a given procurement method and the reason for selecting a given vendor.

There are a few key concepts to consider when going through the procurement process. These concepts are applied in each of the five methods of procurement.

- Estimated cost of procurement – County employees must develop their own estimate of the cost to procure prior to receiving bids, proposals, or quotes. This will facilitate the selection of the correct procurement method. The estimate should be kept in the procurement records.
- Aggregate cost of purchase - this is the total cost to purchase goods or services. At no point, should a County employee attempt to split-up purchases to avoid competition. If goods or services are likely to be purchased from a single vendor, this should be considered a single contract and procured accordingly using the methods discussed below. However, if it does make sense for multiple vendors to provide certain goods or services relating to a project, then each vendor should be considered a single contract, procured separately. The aggregate cost of a contract should be considered a single transaction. For example, if the County enters into an agreement for a vendor to provide services for \$2,000 per month, using Federal awards, the County would use the “small purchase method” as discussed below since the total contract cost is \$24,000 (\$2,000 x 12 months).
- Suspension and debarment – before a bid process can begin, County employees must verify that each vendor bidding on a Federally funded project is not “suspended or debarred.” This means the vendor is in good standing to participate in such projects. County employees must document the vendor is NOT suspended or debarred by searching the <https://sam.gov/SAM/> website. A print-screen of the search must be included within the bid documentation to verify all vendors are eligible.
- Procurement file – this is the documentation that supports the procurement process, which ultimately leads to the selection of a vendor. The procurement file MUST be maintained by each department. The American Rescue Funds procurement files will be saved in a location at the discretion of the Commissioner's Office. All other procurement files should be saved at the discretion of the department heads, or the County Commissioners. This will create a similar and familiar place for all procurement data to be stored relevant to each grant. The support included in the procurement file should include:
  - Rationale for the method of procurement
  - Selection of contract type
  - Public advertisement of procurement, if applicable
  - Contractor selection or rejection
  - The basis for the contract price
  - [SAM.gov](https://sam.gov) search to ensure the contractors being considered are not suspended or debarred
  - Signed agreement between the County and the contractor.

There are five different methods of procurement the County can use:

- **Micro-purchase:** purchases up to \$10,000 per year. These purchases do not require multiple estimates or quotes; however, the County should do its best to distribute these purchases among available vendors. In other words, the County does not need to document the vendor selected. Purchases cannot be broken into separate purchase orders (PO) for the purpose of reducing the costs of each PO to less than \$10,000.
  - **Example:** The Police Department purchases computers, cables, and bags from a single vendor and the aggregate cost is \$6,750 (one bill/invoice). This would qualify as a single transaction and would fall under the micro-purchase method.
- **Small purchase:** purchases in excess of \$10,000 to \$50,000 per year. This method is used for relatively simple and straightforward purchases. Commissioner approval is also needed to give the County the authority to bid the purchase. County Departments will ask for quotes from no less than three sources unless the purchase is for professional services, through a sole supplier, state procurement, or an emergency. Quotes can be written, verbal, or web based. Documentation should always be maintained. If quotes are verbal, documentation must be created and added to the procurement file for reference. County employees must document the reason for selecting a vendor, which should be based on a combination of price and performance. Most purchases using this method will be based on price; however, certain services, such as consulting services, should consider the vendor's ability to perform the service.

See [Exhibit F](#) for a template that County employees should use to document compliance with the small purchase method.

- **Competitive sealed bidding/formal advertising:** purchases in excess of \$50,000 and over per year, that lend itself to a firm fixed price contract and the selection of a successful bidder can be made principally on the basis of price. This method is typically used for construction projects. This method of procurement is uncommon to the County – if an employee believes this procurement method applies, they must first contact the Commissioner's Office to get its approval before utilizing this method. A Request for Proposal (RFP) must be publicly advertised, and bids must be solicited from an adequate number of suppliers, but not less than two. The RFP should include the specifications and all pertinent information, defining the items or services to allow for the suppliers to properly respond. Bids must be publicly opened at the time and place described in the RFP. In the event a procurement is publicized and there is one response or less, follow the procedures below in the section titled noncompetitive proposals.

[Exhibit G](#) provides an example of a scoring matrix to document compliance with this procurement method; however, each department can use its own scoring method as applicable. Each vendor that submits a bid should be graded on a scale from 1 (poor) to 5 (superior) for each attribute. For cost, the lowest cost should receive a 5, the second lowest cost should receive a 4, and so on. If more than five vendors submit a bid, contact the Commissioner's Office to determine an alternative scoring method for cost. The selection of bid requires Commissioner approval.

- **Competitive proposals/negotiation:** purchases in excess of \$50,000 and over per year, when the conditions of a sealed bid (discussed directly above) cannot be used (anything other than construction projects). This method of procurement is uncommon to the County – if an employee believes this procurement method applies, they must first contact the law department to get its approval before utilizing this method. The selection of a successful bidder is based on factors other than price. This method is commonly used for professional services, such as architectural and engineering services. A Request for Proposal (RFP) must be publicly advertised, and bids must be solicited from an adequate number of suppliers, but not less than two. The RFP should include the specifications and all pertinent information, defining the items or services to allow for the suppliers to properly respond. In the event a procurement is publicized and there is one response or less, follow the procedures below in the section titled noncompetitive proposals.

Exhibit H provides an example of a scoring matrix to document compliance with this procurement method; however, each department can use its own scoring method as applicable. Each vendor that submits a bid should be graded on a scale from 1 (poor) to 5 (superior) for each attribute. For cost, the lowest cost should receive a 5, the second lowest cost should receive a 4, and so on. If more than five vendors submit a bid, contact the Commissioner’s Office to determine an alternative scoring method for cost. The selection of bid requires Commissioner approval.

- **Noncompetitive proposals:** should be used only when the award of a contract is infeasible under the small purchase, competitive sealed bidding, and competitive proposal methods and one or more of the following conditions exist:
  - The item is only available from a single source. The County must document the specific reasons why the good or service is only available from one specific vendor and maintain this documentation for support.
  - The public need or emergency will not permit the delay which would result from competitive solicitation. Reason for the emergency should be maintained as support (i.e. Commissioner resolution).
  - The Federal awarding agency or pass-through entity expressly authorizes in writing (such as an email). Copy of the authorization should be maintained as support.
  - After solicitation of a number of sources, competition is deemed to be inadequate. If the County goes through the RFP process for a competitive sealed bid or a competitive proposal (both discussed above) and only one response is received, the County should include this as documentation for the selection of that vendor. This assumes the vendor is willing and able to perform the work as specified in the RFP.

It is uncommon for a noncompetitive method to be used. If this situation arises, the employee should contact the Commissioner’s Office and obtain approval prior to contracting with the vendor. Support should be maintained to document why the procurement was noncompetitive and why the vendor was selected.

**Internal control procedures over procurement** - control procedures for Federal expenditures will be the same as control procedures over non-Federal expenditures. Requisitions are initiated by the ordering department and forwarded to the Commissioner's Office (or other Board) for approval and to the Auditor's Office for conversion to a purchase order. The requisition must represent an "allowable" cost as indicated in the [Allowable Costs](#) section. Prior to entering the requisition, the department head performs a search to ensure the vendor is not suspended or debarred through [SAM.gov](#). Once product and/or services are received by the department that elected official or designee approves the invoice and enters the information into Munis for payment. The Auditor's Office audits and processes for payment. The County rarely receive grants that allow for the payment of salaries and benefits. However, see the "time and effort" section of this manual for control procedures specific to salaries and benefits. Grant agreements are signed and approved by the respective department heads, indicating the County's approval of the grant and the amounts/percentages earmarked for each grant activity. Copies of grant agreements are then sent to the Auditor's Office and Commissioners Office. Procurement files will be kept by the department and Commissioners.

For more information on procurement, see the County's official policy at [Exhibit C](#). The County is required by the UG to adopt a policy over procurement.

## **CASH MANAGEMENT:**

Federal awards received by the County must be spent in a timely fashion. Federal requirements attempt to minimize the time between the receipt of Federal funds and the expenditure of Federal funds by the County. The award agreement will typically indicate if the grant is funded on an advance basis or reimbursement basis. These two methods are further discussed below:

- **Advance basis:** Under this basis, the County receives the funding from the Federal government or pass-through agency “before” the disbursement occurs. If this method is used, the disbursement by the County must happen as close to the date the funds are received, as administratively possible. Typically, the disbursement of Federal funds should occur within 30 days of receipt. In other words, the County should spend the money within 30 days of receiving it. Refer to the grant documents for specifics on time frames. Also, you can contact the grantor for any further clarification.
- **Reimbursement basis:** under this basis, the County receives funding from the Federal government or pass-through agency “after” the disbursement occurs. In other words, the County must spend the funds on an allowable cost and then request for reimbursement. Typically, the Federal government or pass-through agency will request support be submitted by the County to ensure the reimbursement is for an allowable cost. If approved, the reimbursement will occur. The County “must” maintain support showing the cost for which reimbursement was requested was paid prior to the date reimbursement was requested.

**Internal control procedures over cash management** – Control procedures for Federal receipts will be the same as control procedures over non-Federal receipts. The request for payment from a Federal government or pass-through agency will typically stem from the department overseeing the grant. The first thing a department employee should do is read the award agreement to verify the method for requesting Federal funds – either advance basis or reimbursement basis. When Federal funds are awarded, the information should be reported to the Auditor’s Office and Commissioners Office. The Auditor’s Office will setup the appropriate fund and or revenue accounts for tracking/depositing the dollars in Munis. Federal funds typically require a separate fund but not all grants require this separation. Check with the grantor if there are any questions. The Auditor’s Office will setup a charge code (combination of a GL revenue org.object) for the Federal Grant. When the dollars are received by the department, they will log into Munis and create a miscellaneous cash receipt (deposit) using that charge code. The deposit information along with the check (or electronic deposit) is given to the Treasurer’s Office for processing. The miscellaneous cash receipt will be posted to the Munis accounting system once confirmation is provided from the Treasures Office of the deposit. All receipts will then be deposited within the County’s bank account(s).

For more information on cash management, see the County’s official policy at [Exhibit D](#). The County is required by the UG to adopt a policy over cash management.

### **SUBRECIPIENT MONITORING:**

Non-Federal entities may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities. The differences between a subrecipient and a contractor are as follows:

Characteristics of a subrecipient include:

- Determines who is eligible to receive what Federal assistance.
- Has its performance measured in relation to whether objectives of a Federal program were met.
- Has responsibility for programmatic decision making.
- Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Characteristics of a contractor include:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Normally operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

### **County's Responsibilities:**

- Enter into an agreement with the subrecipient. Elements required to be included in the subrecipient agreement are listed at 2 CFR 200.332(a).
- Perform a risk assessment of each subrecipient to determine the level of monitoring.
- Performing ongoing monitoring of each subrecipient to ensure performance measures are met and pass-through awards are spent on allowable items.
- Take prompt corrective action if evidence of violation of the agreement is noted.

**Internal control procedures over subrecipient monitoring** – Each subrecipient, upon notice of award or contract will be subject to terms and conditions of subrecipient monitoring procedures as required by the County or the granting agency. The County then performs a risk assessment over each subrecipient which determines the degree of monitoring necessary. Based on the assessments, the County decides whether to perform on-site or desk reviews of the subrecipients to ensure the program awards are spent properly.

For more information on subrecipient monitoring, see the County's official policy at [Exhibit E](#). The County is required by the UG to adopt a policy over subrecipient monitoring.

## **OTHER FEDERAL ITEMS:**

### **Butler County Grant Process Guidance**

Butler County does not have a central grant coordinator or one stop place to go for grant guidance. Each office applies for grants independently, so it is important for the office who is applying for the grant to understand the reporting requirements involved. Be sure to communicate any new grants to both the Auditor's Office as well as the Commissioners (excluding Health Dept. and Metroparks) as both offices play a role in the grant setup as well as the budgeting process. Please do not wait until you have a check or deposit to make before you notify our offices of the grant award. Setting up a new fund or grant tracking codes take time, and the County has 3 days, at a maximum, to make a deposit to be in compliance with ORC 9.38. Please review your deposit policies and ORC 9.38 to ensure depository compliance.

### **Noncompliance – what to do if you think you are not compliant with the grant requirements:**

Noncompliance can arise from internal review (County internal control procedures) or from external review (audit). If a department believes they have been noncompliant with the stipulations of an award agreement, the first thing they should do is refer to the award agreement and pinpoint the potential area of noncompliance. The next step is to contact the grantor to get its opinion on the matter. The departments should work together to determine the course of action to be taken. The most important element of this process is "communication." Noncompliance happens – it's always best to face it head-on and learn from it. After the departments develop a plan, the department will likely get in touch with the regulating agency (likely the Federal government or awarding pass-through agency). The regulating agency will likely provide guidance on what the County can do to rectify the situation. If noncompliance is discovered internally, the departments should also inform any outside auditors of the situation, as well as the steps the County has taken to correct the issue.

Noncompliance can lead to a loss of future grant funding; therefore, it is important to always be familiar with the award requirements to assist in compliance. Try to be proactive with questions regarding compliance. If you are ever uncertain on any element of a Federal award, discuss this with the grantor before taking action.

### **Equipment/real property:**

It is unusual for the County to acquire equipment/real property with Federal awards. Departments should "not" use Federal awards to purchase or acquire equipment/real property unless specifically mentioned within the award agreement (e.g., Fire Truck). Equipment is any tangible personal property having a useful life of more than one year and having a per-unit acquisition cost of more than \$5,000. Real property means land, including land improvements and structures, but excludes moveable machinery and equipment.

The acquisition of equipment/real property is typically an "unallowable" use of Federal funds, unless the department has the prior "written" approval of the Federal awarding agency or pass-through entity. If you plan to use Federal funds to purchase equipment/real property, contact the grantor first to determine if the purchase is allowable.

If the County acquires equipment with Federal funds, a physical asset inventory must be completed every year. If equipment is acquired, the following information must be kept within the property records:

- Description of the property
- A serial number or other ID number
- Source of funding (including the Federal Award Identification Number – FAIN)
- Who holds title
- Acquisition date
- Cost of property
- Percentage of Federal participation in the acquisition
- Location
- Use and condition of property

The disposition of equipment/real property that was acquired with Federal funds typically occurs after the project is complete; however, this is also unusual to the County. If the book value of the asset is “less” than \$5,000, the County department can retain, sell or dispose of the asset without further involvement of the Federal awarding agency. If the book value of the asset is “more” than \$5,000, the County department must:

- Request disposal instructions from the Federal awarding agency. The Federal awarding agency must respond within 120 days.
  - If instructions “are” received, the County department must follow these instructions.
  - If instructions “are not” received, the asset can be retained, sold, or disposed.
    - If sold – the federal participation percentage of the proceeds must be paid to the Federal awarding agency. For example, the County spent \$250,000 to purchase a piece of equipment. Federal funds paid for \$125,000 of the asset (50%) and the County paid the other \$125,000. The asset was later sold for \$25,000; therefore, the Federal awarding agency would be entitled to \$12,500.
    - If retained – the federal participation percentage of the “book value” must be paid to the Federal awarding agency.
- The County department may transfer title to the Federal awarding agency, or an eligible third-party.

**Travel Costs:**

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the County. These costs can be charged as direct costs to the grant if they are necessary and reasonable, and included in the grant agreement (see the [allowable costs](#) section of the manual). Travel costs must follow that office’s travel policy and be approved by the Department Head.

It is unusual for the County to incur travel costs as a Federal expenditure. However, if you feel certain travel expenses are eligible as a Federal expenditure, you must follow 2 CFR 200.474 ([Link: Travel Costs](#)).

**Applying for a new Federal grant:**

If a department decides to apply for a new grant, the department should email the Commissioner’s Office and the Auditor’s Office to make them aware. Email is the preferred method of communicating a new grant because it creates a support trail that can be referenced. This also allows the County to get prepared for the grant and assist in overall compliance. Once the grant is awarded, the department must send a



signed copy of the grant agreement to the Commissioner's Office and the Auditor's Office and should keep a copy for themselves as well. This agreement is important because it lays out the purpose of the grant and the compliance requirements. The involved departments will create a separate account code to track the Federal activity, which will also aid in preparing the schedule of expenditures of federal awards (SEFA) (discussed directly below).

If a department has any questions during the application process, they're encouraged to reach out to their grantor. If there are process questions on the match, County budgeting, or new fund setup, contact the Commissioner's Office or Auditor's Office.

### **Grant Tracking (New Fund or Separate Departments/Objects)**

Each grant is different and can require different tracking. Generally, all Federal grants are required to be tracked in a separate fund (Especially CARES Act and ARPA money). However, we have seen exceptions to that general rule. Please be sure to review the grant documents received and speak with your grantor to seek clarification, when necessary. Once it is determined what tracking is required in Munis, please email the Auditor's Office with the grant award documents. These documents generally provide the name of the program, Assistance Listing Number (ALN) (this was formally the CFDA number), and the dollar amount of the award. Often the award document will indicate if the money "cannot be comingled with other funds". Generally, if you see this wording a new fund should be setup.

Once it is determined that a new fund is required to be setup, the Auditor's Office will establish a fund number in Munis. The office administering the grant will need to communicate what type of revenue and expense accounts are necessary for the grant. Revenue accounts that are state or federal grants codes will be setup. Potential expense accounts could be salary and benefits (payroll) or supplies, contract services etc. The Auditor's Office will then submit a new fund resolution to the County Commissioners for approval.

### **Preparing the Schedule of Expenditures of Federal Awards (SEFA):**

Per the UG, the County is required to prepare its own SEFA. This SEFA is provided to the County's auditors each year, so accuracy is important! If total Federal expenditures during the fiscal year exceed \$750,000, the County is required to undergo a single audit. It's important we have the participation of all departments to ensure the County's SEFA is complete and accurate. The SEFA must cover the same period as the annual financial report, which for the County is January 1 – December 31 of the applicable year. The annual financial report includes arranging for the audit, preparing the appropriate financial statements, taking corrective action on audit findings, and providing the auditor with access to all information required to perform the audit. The SEFA will be presented on a "cash" basis and will use information available through the County's accounting system (Munis) and the information provided by each department. Each department is required to provide the grant agreement(s) and a complete list of Federal disbursements for the applicable period. The grant agreement should include the Federal agency or pass-through agency, the name of the grant, the amount awarded, the ALN number and it should be signed. Support for the Federal disbursements can include system reports, invoices, or any other correspondence with the Federal government or vendors used. In General, all expenditures of Federal funds must be accounted for in the annual SEFA, whether funds are received directly from a Federal agency or indirectly from a pass-through entity, like the State of Ohio. Not all issuances of Federal funds look alike. Differences exist amongst agencies, programs, awards, and funding mechanisms which can

make it difficult to definitively determine whether funds received and expended are from a Federal source. When in doubt, contact your grantor to be sure of the source of the funds and your reporting requirements. The Auditor's Office will prepare this schedule but may reach out to the departments if further clarification is needed.

### **Interest Earnings**

In general, ORC 5705.10(D) requires that interest earnings on a special fund shall be credited to the General fund. However, there are grants or programs that require interest earnings to be credited back to the grant to be used for the program. This is typically seen with federal grants. Please be sure to provide any grant support that demonstrates a particular fund should be credited with interest earnings.

### **Grant Matches (Transfers) or Cash Flow Issues (Advances)**

Cash match:

Many grants require the County to match or contribute dollars towards the project or services. If the County General Fund will need to match money, please be sure to discuss this with the Commissioners finance team before applying for the grant. A cash transfer from the General Fund will need to be approved by the County Commissioners on resolution then the Auditor will post this transaction in Munis.

Cash Flow Issues:

Many grants are reimbursable, or setup where the County must issue the payments then request reimbursement from the grantor. If your grant requires a separate fund, you must ensure there is cash in place prior to issuing any payments or this will be considered noncompliance per the Auditor of State compliance supplement.

*"Money paid into a fund must be used only for the purposes for which such fund has been established. As a result, a negative fund cash balance indicates that money from one fund was used to cover the expenses of another fund [Ohio Rev. Code § 5705.10(I)]."*

To resolve this issue an advance (short term cash loan) can be made from the General Fund and repaid when the grant dollars are received. This transaction must be adopted on a Commissioner meeting. Please contact the Commissioner's Office, Finance team regarding potential advances.

### **Revenue Certification and Expenditure Budgeting**

The Ohio Budgetary Law process is prescribed by chapter 5705 of the Ohio Revised Code. This process includes several steps when creating a new fund during the year. Below is a brief overview of the process.

1. Certify Revenue – When a new grant or fund is created an estimate of how much revenue or money will be collected for that **current calendar year** must be certified or approved by the County Budget Commission during an official meeting. This Commission is comprised of the Auditor, Treasurer and Prosecutor's offices. Once the revenue certification is approved, and posted in Munis, an expense budget can be submitted to the County Commissioners for approval.
2. Expenditure Budget – The County Commissions by statute are the legal body that approves the expense budget. The expense budget cannot exceed the amount of the official certificate of estimated revenue per ORC 5705.36. The official certificate is a combination of unencumbered

carryover cash from the prior year (Cash at year end minus any open purchase orders carried over into the next year) plus the revenue certified for the current calendar year (step 1 above). Requests for appropriating or establishing an expense budget are submitted to the County Commissioners for approval during an official meeting.

3. Requisition/Purchase Orders/payroll – Once the revenue is certified and the expense budget is adopted, requisitions can be requested. If the new grant has payroll associated, please be sure to submit a payroll adjustment form (PARF) in Munis if you need to allocate all or a portion of an employee’s salary to the grant.
4. Monitoring – It is extremely important to monitor your fund regarding cash and revenue and expense budgets. Budgets should be reduced when anticipated funding will no longer be received or has been reduced. It is also important to ensure the fund has significant cash prior to payroll being posted or invoices being entered into Munis for payment.

### **How Do I enter or Check Transactions/Balances in Munis?**

Enter Revenue Certification – To submit a revenue estimate certification in Munis for a new grant please use the “Budget Transfers and Amendments” program. Enter the revenue estimates in Munis by each general ledger org.object that is applicable. Revenue accounts in Munis start with a 4. For specific details on Munis entry please see the guide in Munis under Custom Reference>User Guides>BG Budget Transfers & Amendments.

Enter Expenditure Budget - Before an expenditure budget can be entered the revenue must be certified for a given fund. You can check the amount of expenditure budget available to request into expense accounts by looking at the Certification of Resources Program in Munis. There is a guide for this in Munis under Custom Reference>User Guides>BG Certification of Resources. Once you know the amount, enter the expense budget in Munis by each general ledger org.object that is applicable. Expense accounts in Munis start with a 5. For specific details on Munis entry please see the guide in Munis under Custom Reference>User Guides>BG Budget Transfers & Amendments.

How Much Cash Does My Fund Have? – Budget and Cash are not the same. Budget is based on annual estimates of what you plan to spend and receive while cash reflects the actual money you have in the bank to spend. To look at the actual cash balance use object 100000. Cash is maintained at the fund level so you will use your fund number 0200 in the org field along with the 100000 in the object field. Cash information can be reviewed by looking at Account Inquiry in Munis or by running a custom report called GL Cash Summary Report. Details on how to navigate Munis for retrieving information can be found in Munis under Custom Reference>User Guides>GL Reporting.

Revenue and Expense Budgets and Actuals - Account Inquiry along with the YTD Budget Reports are useful for monitoring revenue estimates compared to actuals along with how much expense budget is available to encumber. Details on accessing this information is available in Munis under Custom Reference>User Guides.

# EXHIBIT A

## ALLOWABLE COSTS POLICY

### POLICY:

The purpose of this policy is to ensure that allowable costs are expended and accounted for by Butler County (the "County") in accordance with procedures for expending and accounting for federal funds that flow directly from the federal government or through another agency (i.e. Ohio Department of Job and Family Services). In addition, the County's other financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

### I. PROCEDURE SUMMARY

This procedure sets the standards that govern the performance of County officers, employees, and agents in managing all allowable costs per Uniform Guidance 2 CFR Part 200. Federal requirements will apply unless state or county requirements are more restrictive.

### II. PROCEDURE STEPS

Except where otherwise authorized by statute, cost must meet the following general criteria in order to be allowable under Federal awards;

1. Be necessary and reasonable for the performance of the Federal award and be allocable thereto under the principles in 2 CFR part 200, subpart E. To determine whether a cost is reasonable, consideration shall be given to:
  - a. Whether a cost is a type generally recognized as ordinary and necessary for the operation of the County or the proper and efficient performance of the Federal award;
  - b. The restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal and other laws and regulations;
  - c. Market prices for comparable goods and services for the geographic area;
  - d. Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
  - e. Whether the cost represents any significant deviation from the established practices or County policy which may increase the expense.
2. Conform to any limitations or exclusions set forth in 2 CFR part 200, subpart E or in the Federal award as to types or amount of cost items.
3. Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the County.

4. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
5. Be determined in accordance with generally accepted accounting principles (GAAP), if applicable, except, for State and local governments and Indian tribes only, as otherwise provided for in 2 CFR part 200.
6. Not be included as a cost or used to meet cost-sharing or matching requirements of any other federally financed program in either the current or a prior period.
7. Be net of all applicable credits that result from transactions that reduce or offset direct or indirect costs (e.g. purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates and adjustments for overpayments or erroneous charges.)
8. Be adequately documented.

Principles that apply whether or not a particular item of cost is treated as a direct cost or indirect (F&A) cost, in addition to the requirements listed above are set forth in 2 CFR sections 200.420 through 200.476 and can be found through the following link: [Allowable Cost Provisions](#). Failure to mention a particular item of cost is not intended to imply that it is either allowable or unallowable; rather, determination of allowability in each case should be based on the treatment provided for similar or related items of cost and the principles described in 2 CFR part 200. In case of a discrepancy between the provisions of a specific Federal award and the provisions in Exhibit A, the Federal award governs.

### **III. ALLOCABLE COSTS**

A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with the relative benefits received. This standard is met if the cost:

- 1) Is incurred specifically for the Federal award;
- 2) Benefits both the Federal award and other work of the County and can be distributed in proportions that may be approximated using reasonable methods; and
- 3) Is necessary to the overall operation of the County and is assignable in part to the Federal award in accordance with the principles in 2 C.F.R. Part 200, Subpart E.

### **IV. SELECTED ITEMS OF COST**

The County shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging specific expenditures to a Federal grant. When applicable, County staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, Federal, State and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and County personnel should follow those rules as well.

## **V. DIRECT COSTS**

Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect (F&A) costs. See [200.414](#) for more information regarding indirect (F&A) costs.

Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award.

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity;
2. Individuals involved can be specifically identified with the project or activity;
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency; and
4. The costs are not also recovered as indirect costs.

## **VI. COLLECTION OF UNALLOWABLE COSTS**

Payments made for costs determined to be unallowable by either the Federal awarding agency, cognizant agency for indirect costs, or pass-through entity, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal Agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise.

## **VII. PERIOD OF PERFORMANCE**

All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statute and will be indicated in the Grant Award Notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. For direct grants, the period of performance is generally identified in the GAN. In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is awarded, unless an agreement exists with the Federal agency or the pass-through entity to reimburse for pre-approval expenses. For both State-administered and direct grants, regardless of the period of performance, the County shall liquidate all obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the County shall closely monitor grant spending throughout the grant cycle.

## **VIII. RESPONSIBILITIES**

County Department Heads have final authority and oversight of allowable costs policies and procedures for their department. However, County Department Heads may assign any department member with the responsibility of the policy and procedure, quality service monitoring and outcome measures.

## **IX. IMPLEMENTATION PLAN FOR POLICY STATEMENT**

Immediately.

## **X. ASSOCIATED INFORMATION/FORMS**

- Federal Uniform Guidance (UG)
- Code of Federal Regulations, §200.420 through §200.476
  - Link: [Allowable Cost Provisions](#)

# EXHIBIT B

## TIME AND EFFORT POLICY

### POLICY:

The purpose of this policy is to ensure that compensation for personnel services by Butler County (the "County") includes all remuneration, paid currently or accrued, for services rendered during the period of performance under Federal awards, including but not necessarily limited to wages, salaries, and fringe benefits. The costs of such compensation are allowable to the extent that they satisfy the specific requirements under Uniform Guidance 2 CFR Part 200 and the total compensation for individual employees is reasonable, follows an appointment made in accordance with the County's laws and rules and meets requirements established by Federal law, and are supported by certifications.

### I. PROCEDURE SUMMARY

This procedure sets the standards that govern the performance of County officers, employees, and agents in managing compensation for personnel services. Federal requirements will apply unless state or County requirements are more restrictive.

### II. PROCEDURE STEPS

Employees who are expected to work solely on a single Federal award or cost objective, charges for their salaries and wages will be supported by periodic certifications that the employee worked solely on that program for the period covered by the certification. These certifications will be prepared at least semi-annually and will be signed by the employee and supervisory official having first-hand knowledge of the work performed by the employee.

Employees who work on multiple activities or cost objectives, a distribution of their salaries or wages will be supported by personnel activity reports or equivalent documentation which meets Federal standards. Documentary support will be required for employees that work on:

- 1) More than one Federal award
- 2) A Federal award and a non-Federal award
- 3) An indirect cost activity and a direct cost activity
- 4) Two or more indirect activities which are allocated using different allocation bases
- 5) An unallowable activity and a direct or indirect cost activity

### III. RESPONSIBILITIES

County Department Heads have final authority and oversight of Time and Effort policies and procedures for their department. However, County Department Heads may assign any department member with the responsibility of the policy and procedure, quality service monitoring and outcome measures.

### IV. IMPLEMENTATION PLAN FOR POLICY STATEMENT

Immediately.



## V. ASSOCIATED INFORMATION/FORMS

- Federal Uniform Guidance (UG)
- Code of Federal Regulations, §200.430, Compensation—Personal Services
  - Link: [Time & Effort](#)

# EXHIBIT C

## PROCUREMENT AND PURCHASING POLICY

### POLICY:

The purpose of this policy is to ensure that procurement standards are followed by Butler County (the “County”) in awarding, recommending, approving, and monitoring contracts, purchases of goods and services, and grants related to federal awards. This policy will ensure that all purchases made from federal awards are properly authorized, approved, and accounted for according to Uniform Guidance 2 C.F.R. Part 200.

### I. PROCEDURE SUMMARY

This procedure sets the standards that govern the performance of County officers, employees, and agents engaged in awarding, recommending, approving, monitoring, and administering contracts, other purchases of goods and services, and grants related to federal awards. Federal requirements will apply unless County or state requirements are more restrictive.

### II. PROCEDURE STEPS

#### Section I - Procurement Standards

##### A. Preface

Uniform Guidance requires that each County establish written acquisition standards to ensure that all purchase of goods and services are performed in accordance with applicable federal and state statutes, federal regulations, state administrative rules, and local policies.

This policy will ensure that the County satisfies the specific requirements under Uniform Guidance 2 CFR Part 200. All acquisitions of goods or services by the County utilizing federally awarded monies must be made in accordance with the requirements of this plan.

##### B. Applicable Law

This plan was written in accordance with applicable federal and state statutes, federal regulations, state administrative rules, and local policies, including, but not limited to:

- Federal Uniform Guidance (UG)
- Code of Federal Regulations §200.317-200.327 (see link to the guidance at the end of this policy)

The County will comply with all directives of applicable federal and state statutes, federal regulations, state administrative rules, and local policies. In the event of changes in applicable federal and state statutes, federal regulations, state administrative rules, and local policies subsequent to the adoption of this plan, the County must comply with the applicable law notwithstanding the fact that this plan may not have yet been revised to reflect such changes.

### **C. Procurement Authority**

The County shall act in accordance with the applicable law, good administrative practice and sound business judgment. In addition, all officers, employees and agents of the County, when acting for or on behalf of the County, must act in accordance with the applicable law, good administrative practice and sound business judgment.

The County will provide for settlement of all contractual and administrative issues arising out of procurements entered into in support of local, state and/or federal grants. The County will refer all violations of law to local, state or federal authorities having proper jurisdiction.

## **Section II - Standards of Conduct**

### **A. Fiduciary Responsibilities/Prudent Judgment**

Maintaining the integrity of public procurement is crucial in preventing fraud and abuse of public funds. All officers, employees and agents of the County, when acting for or on behalf of the County, have a responsibility to act with prudent judgment in purchasing matters and shall not abuse their positions in making decisions as to the administration of the procurement function. All County officers, employees and agents shall comply with the requirements of this plan and the prescribed standards of conduct in awarding, recommending, approving, monitoring, and administering contracts and purchases.

### **B. Legal Restrictions**

All officers, employees and agents of the County, as a matter of policy, must comply with all directives found in the foregoing legal requirements without regard to whether they are specifically referenced in this plan.

Ohio Ethics Law - All officers, employees and agents of the County must comply with the requirements of the Ohio ethics law and Ohio law pertaining to offences against justice and public administration, including, but not limited to, Ohio Revised Code Sections 102.03, 102.04, 2921.42 and 2921.43.

The statutes are available online at [www.ethics.ohio.gov](http://www.ethics.ohio.gov). Educational information related to the Ohio ethics laws may be found online at [www.ethics.ohio.gov/education/index.html](http://www.ethics.ohio.gov/education/index.html). In addition, if any officers, employees or agents of the County are uncertain of the propriety of a specific course of action they may consult with the Prosecutor's Office. Ethics information regarding specific proposed actions may also be obtained from the Ohio Ethics Commission staff on a prospective basis by calling (614) 466-7090.

Gifts and Gratuities - No officer, employee or agent of the County may solicit or accept gratuities, favors, or anything of value as defined in Ohio Revised Code Section 1.03, from anyone doing business with or seeking to do business with, or regulated by the agency, including contractors, vendors, and potential contractors and vendors.

Conflict of Interest - No officer, employee, or agent, of the County departments may participate in the selection, award, recommendation, approval, monitoring, or administration of any contract or purchase if a real, potential, or apparent conflict of interest could arise. A conflict of interest could arise if any of the following individuals or organizations has a financial, personal, or other interest in the individual or company selected for the award of a contract, purchase, or grant:

1. Officers, employees, agents or any member of their immediate families;
2. The officers', employees', or agents' business associates or partners;
3. Any organization for which any of the above is an officer, employee or agent; and
4. Any organization which employs or is about to employ the officer, employee, or agent or a member of the officers', employees' or agents' immediate families or business associates.

Officers, employees or agents must immediately notify their supervisor or principal whenever they identify a real, potential, or actual conflict of interest on their part. It is the policy of the County under such circumstances to relieve the employee from further participation in selection, award or administration of any procurement or resulting contract which presents a conflict of interest.

Personal Interests - No officer, employee or agency of the County may:

- Sell, attempt to sell or act in a representative capacity for a vendor or other person attempting to sell goods or services to the County;
- Sell or attempt to sell any goods or services to other grant agencies;
- Solicit or accept employment from anyone doing business with any of the grant agencies unless the officer, employee or agent completely withdraws, with the approval of the County from all activities of the agency regarding the party offering employment.

Officers, employees and agents of the County and their immediate family members and business associates are prohibited from voting, authorizing, recommending or in any other way using their position to secure approval of a County contract or purchase in which the officer, employee, a member of their immediate family, or anyone with whom they have a business or employment relationship, has an interest.

Officers, employees and agents of the County and their immediate family members and business associates are prohibited from benefiting from any contract or purchase authorized or approved by the County unless all criteria set forth in Ohio Revised Code Section 2921.42, are met.

Officers, employees and agents of the County may not act in a representative capacity, in any manner, before a public agency on behalf of any contractor or other person on any matter in which the employee personally participated through decision, approval, disapproval, recommendation or other substantial exercise of administrative discretion.

Contract/Vendor Restrictions - No contractor, individual, company or organization seeking a contract or seeking to sell goods or services to the County will promise or give to any agency officer, employee or agent anything of value, including employment or promise of employment within the scope of his or her job duties. No contractor or individual, company or organization seeking a contract or grant or seeking to sell goods or services to the County will ask an officer, employee or agent of the County to violate any of the code of standards of conduct requirements. Contractors acting on behalf of the County will refrain from activities which could result in violations of this rule.

The County contracts shall contain provisions requiring the contractor to refrain from promising or giving to any agency officer, employee, or agent anything of value that is of such a character as to manifest a substantial and improper influence upon the officer, employee, or agent with respect to the officer's, employee's, or agent's duties, to agree that it will not solicit the County officers, employees, or agents to violate the County's code of standards of conduct or Ohio Revised Code Sections 102.03, 102.04, 2921.42 or 2921.43, and to refrain from conflicts of interest, whether direct or indirect.

Contracts of the County shall include a certification by the contractor that it is in compliance with and will maintain compliance with the requirements of Ohio Revised Code Sections 102.03, 102.04, 2921.42, and 2921.43 and the portions of the County code of standards of conduct applicable to contractors, and that the contractor will promptly notify the County of any newly arising conflicts of interest or potential violations of state ethics laws.

Consequences - Officers, employees, and agents of the County and contractors in violation of Ohio Revised Code Sections 102.03, 102.04, 2921.42 or 2921.43, may be prosecuted for criminal violations. Any contractor who violates the requirements of this code of conduct or of Ohio Revised Code Sections 102.03, 102.04, 2921.42 or 2921.43, is subject to having the related contract terminated or having the County refuse to enter into a contract. The County will enforce the requirements contained in this written code of standards of conduct with penalties, sanctions, or disciplinary actions, including suspension or removal, when a County officer, employee, agent or contractor violates the code of standards of conduct.

The signature of any County officer, employee or agent on a requisition, invoice, or other document requesting or approving the purchase of or payment for purchases of goods or services shall be considered to be a certification of compliance with the requirements and prohibitions of this plan.

### **Section III – Open and Free Competition**

Procurement of goods and services must be conducted in a manner that provides maximum open and free competition for every purchase sought. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of the Uniform Guidance. Contractors that develop or draft specifications, requirements, statements of work, or requests for proposals will be excluded from competing for such proposals. Where no competition exists or it is not prudent to solicit competitive bids, a determination must be made and documented explaining why the lack of competition was necessary and reasonable. Situations restrictive to open and free competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Non-competitive pricing practices between firms or between affiliated companies;
- Non-competitive awards to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered; and
- Any arbitrary action in the procurement process.

All procurements, regardless of the procurement method used, must include:

- A clear and accurate description of the technical requirements to be procured. The description may not contain features which unduly restrict competition. It may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, set forth the minimum essential characteristics and standards to which it must conform to satisfy its intended use. Detailed products specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by bidders must be clearly stated;
- Identify all requirements that vendor must fulfill and all other factors to be used in the selection evaluation;
- Officers, employees and agents of the County must ensure that all pre-qualified lists of persons, firms or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Officers, employees and agents of the County may not preclude potential bidders from qualifying during the solicitation period;
- All proposed procurements must be reviewed by the County Commissioner's Office to avoid purchase of unnecessary or duplicative items. Performance of this review must be documented and maintained within the Commissioner Office's records.
- To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the County is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- The County is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

#### **Section IV - Equal Opportunity**

Federal and state procurement standards require that small and minority-owned business be given every opportunity to compete equally with other businesses, including making special efforts to solicit bids and proposals from such firms. However, favored treatment in authorizing contracts is not allowed.

The County officers, employees, and agents shall make efforts to utilize small, minority and women's business enterprises and labor surplus area firms when they are potential resources for supplies, equipment, construction, and services. Preference for such otherwise qualified contractors may be given, for example, by selecting the disadvantaged organization in the case of tie bids and setting certain conditions under which such contractors will be encouraged to bid. These conditions may include:

- Placing qualified small and minority businesses, and women's business enterprises on solicitation lists, and assuring that those businesses are solicited whenever they are potential resources;
- Dividing total requirements into small tasks or quantities to permit maximum small and minority businesses and women's business enterprises participation when economically feasible. When tasks are divided to allow small businesses and women's business enterprises to compete, the separation cannot be done to avoid competitive bidding requirements;
- Establishing delivery schedules which will encourage participation by small and minority businesses, and women's business enterprises where the requirement permits;
- Using the services and assistance of the United States Small Business Administration, the Office of Minority Business Development Agency of the U.S. Department of Commerce, the Community Services Administration, and other entities, as appropriate;

- Requiring the prime contractor to take affirmative steps as listed in this section if any subcontracts are to be let; and
- Encourage contracting with consortiums of small business and minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

## **Section V - Methods of Procurement**

The County shall use one of five methods of procurement when purchasing supplies, equipment, and services:

- Micro-purchases;
- Small Purchase Procedures;
- Competitive sealed bids;
- Competitive proposals; and
- Noncompetitive proposals (sole source).

### **A. Micro-Purchase Procedures**

The micro-purchase procedures method of procurement will be used:

- Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$10,000, as established by the County.
- To the extent practicable, the County must distribute micro-purchases equitably among qualified suppliers.
- Micro-purchases may be awarded without soliciting competitive quotations, if the County considers the price to be reasonable.

### **B. Small Purchase Procedures**

The small purchase procedures method of procurement will be used:

- When making relatively simple and informal purchases where price is the overriding factor, and which involve standardized products or services (e.g. office equipment and supplies) costing in the aggregate not more than \$50,000 (simplified acquisition threshold) annually. Such procurements shall be affected by obtaining price or rate quotations from an adequate number of qualified sources, but not less than three sources; and
- For relatively simple and straightforward purchases which do not cost more than the simplified acquisition threshold where price is not the overriding factor and where relative quality and performance must be evaluated (e.g. consultant services). Such procurements shall be affected by obtaining proposals from an adequate number of qualified sources, but not less than three sources.

The splitting of purchases that exceed the small purchase limit into several small purchases merely to be able to use the small purchase method is prohibited. Such split purchases will be considered unauthorized and disallowed.

For each procurement using small purchase procedures, an authorized officer, employee or agent of the County must evaluate the quotations obtained and determine the successful vendor. The officer, employee or agent performing the evaluation must summarize the evaluation factors used and their relative importance.

The procurement must be made from the responsible source whose quotation is most advantageous to the program, with price and other factors as reasonable being considered.

Purchases \$15,000 and above require Commissioner approval.

**C. Competitive Sealed Bidding/Formal Advertising**

Competitive sealed bidding, also known as formal advertising, is the method of procurement used when all the following conditions exist:

- Procurement lends itself to a firm fixed price contract;
- Two or more responsible suppliers are willing and able to compete effectively.
- The item or service can be supplied by the vendor;
- The selection of the successful bidder can be made principally on the basis of price; and
- A complete, adequate, and realistic specifications or purchase description is available, (e.g. the Request for Proposal (RFP)).

Where this method of procurement is used, County policy requires:

- The RFP must be publicly advertised and bids solicited from an adequate number of known suppliers, providing them with sufficient time prior to the date for opening of the bids;
- The RFP must include specifications and pertinent attachments, defining the items or services in order for bidders to properly respond;
- Bids must be publicly opened at the time and place prescribed in the RFP; and
- A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken.

Any or all bids may be rejected if there is a sound documented reason.

Purchases \$25,000 and above require Commissioner approval.



#### **D. Competitive Proposal/Negotiation**

Competitive proposals shall be used where conditions are not appropriate for the use of competitive sealed bids, small purchase procedures or noncompetitive proposals.

A competitive proposal process is normally conducted with more than one source submitting an offer, either a fixed price or cost reimbursement type contract is awarded, and the following conditions are met:

- The complex and technical nature of the procurement cannot be described in bid specifications; and
- It is logical to award a contract on factors other than price.

This process of conducting competitive proposals is similar to conducting competitive sealed bidding and includes:

- Proposals must be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The RFP must be publicized and identify all evaluation factors and their relative importance. Any response to public requests must be considered to the maximum extent practical;
- The RFP must identify all significant evaluation factors, including price or cost where required, and their relative importance;
- The County shall provide mechanisms for technical evaluation of the proposals received, determinations of reasonable proposals for the purpose of written or oral discussions, and selection for award;
- The award may be made to the responsible vendor whose proposal will be most advantageous to the County, price and other factors considered. Unsuccessful vendors shall be notified promptly; and
- The County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated, and the most qualified competitor is selected, subjected to negotiation of fair and reasonable compensation. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services even if A/E firms are potential source to perform the proposed effort.

Purchases \$25,000 and above require Commissioner approval.

## **E. Noncompetitive Proposal - General**

The noncompetitive proposal process may be used only when the award of a contract is infeasible under small purchase procedure, competitive sealed bidding or competitive proposals and **one or more** of the following conditions exist:

- Only one source of the product or service exists;
- The public exigency or emergency will not permit the delay which would result from competitive solicitation;
- The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County;
- After solicitation of a number of sources, a determination is made that competition is inadequate. This includes circumstances where no acceptable bids have been received after an attempt to use competitive sealed bidding/formal advertising or no acceptable proposals have been received after an attempt to use competitive proposals/negotiation; or
- The purchases are for equipment or services where the prices are established by law for technical equipment requiring standardization and interchange ability of parts with existing equipment.

A written justification must be prepared to show why a competitive procurement methodology (small purchase procedures, competitive sealed bids, or competitive proposal/negotiation) was not used.

In the absence of an emergency, documentation must be maintained of any attempts to solicit competition. Such documentation must include:

- A copy of any public advertisement;
- A list of providers contacted;
- Copies of all letters received from prospective bidders or proposers, including those indicating a lack of interest in competing for the contract;
- Cost analysis, the projections of the data, and the evaluation of the specific elements of costs and profit. Independent estimates must be made before receiving bids or proposals; and
- Any other materials which would justify use of noncompetitive procurement.

Noncompetitive proposals require the mutual discussion and arrangement of terms of a transaction or agreement for the purpose of arriving at a common understanding of contract essentials such as technical requirements, schedules, prices, and terms.

## **Section VI – General Requirements**

### **A. Contract cost and price analysis**

Either a cost or a price analysis must be performed in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation.

A cost analysis must be performed when the bidder is required to submit the elements of the estimated cost, e.g. under professional consulting and architectural engineering services contract. A cost analysis is also required when adequate price competition is lacking, and for sole source procurements, including procurements on the basis of catalog or market price of commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

When appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. Breaking out procurements should only be done to obtain a more economical price and may not be done to avoid procedural requirements.

The County officers, employees and agents must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed, except that government entities are prohibited by law from receiving a profit. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne, by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred, or cost estimates included in negotiated prices are consistent with federal cost principles. Grantees may reference their own cost principles that comply with the applicable federal cost principles.

The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

## **B. General Procedural Requirements**

The following general procedural requirements are applicable to all procurements utilizing federal monies:

- State purchasing contracts -
  - In order to participate in state purchasing contracts, a certified copy of a resolution by the County Commissioners must be filed with the Department of Administrative Services (DAS) office of state purchasing. The resolution must request that the County be authorized to participate in the purchasing contracts, agree that the County is bound by terms and conditions set by DAS, and agree that the County will directly pay the vendor under each purchase contract.
  - The County cannot access state purchasing contracts when competitive bidding by the County has already occurred unless the state purchasing contract has the same terms, conditions, and specifications at a lower price. The County departments may also use the price contained in a state purchasing contract in other competitive selection procedures performed pursuant to this rule.

- Geographic preference - For purchases made in whole or in part with federal funds, or with state or local funds required for match, officers, employees and agents of the County will conduct procurement in a manner that prohibits the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms given the nature and size of the project, to compete for the contract.
- Non-profit and for-profit subgrantees – Officers, employees and agents of the County shall inform subgrantees of applicable procurement requirements in any agreement used in awarding the grant. The agreement shall contain reference to the applicable federal procurement requirements.

### **Section VII - Record Keeping**

The County will maintain pertinent records regarding all procurements. Records will be retained to document the following when applicable:

- Rationale for the method of procurement;
- Copies of published advertisements for bids or proposals;
- Copies of all respondent's replies;
- Selection of the contract type;
- Basis of contractor selection or rejection;
- Basis for the cost or price;
- Copies of letters sent to known providers advising them of the goods and services sought;
- Identification of date, time and place bids or proposals were opened; and
- Proof of prior approval when required.

In cases of non-emergency, noncompetitive proposals, the County must maintain documentation of its attempts to solicit competition. Such documentation must include the following items:

- A copy of the public advertisement;
- A list of providers contacted;
- Copies of all letters received from prospective bidders or respondents, including those indicating a bidder's lack of interest in competing for the contract;
- Cost analysis, i.e. verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profit. Independent estimates must be made before receiving bids or proposals; and
- Any other materials which would justify the agency's use of noncompetitive methods.

The County will make available for review, upon request of the Federal awarding or pass-through entity, any element of a federal procurement in accordance with 2 CFR 200.325.

### **Section VIII - Monitoring**

It is the responsibility of the County Department Officers or designee to monitor all contracts to ensure compliance with all terms, conditions and specifications. The monitoring process will involve a review of contract terms prior to finalizing the agreement. In agreements providing for the delivery of supplies, equipment, or materials, such items will be checked and counted prior to acceptance. Legal disputes arising out of contracted procurements will be referred to the County Prosecutor if efforts to resolve the problem at the department level are unsuccessful.

### **Section IX - General**

Before purchasing any equipment, due consideration will be given to lease, rental, and purchase alternatives to determine, consistent with prudent business judgment, which would be the most economical and practical procurements. In making this determination, due consideration will be given to useful life of the equipment to the program for which it is being purchased, technology obsolescence, maintenance considerations, purchase price versus lease or rental cost and any other matters considered by management to be warranted under the circumstances.

All procurements large and small will be reviewed and approved by the County Department Heads or their designee.

### **Section X – Suspension and Debarment**

The County must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public money, record of past performance, and financial and technical resources in accordance with 2 CFR 200.214.

## **III. RESPONSIBILITIES**

County Department Heads have final authority and oversight of Procurement and Purchasing policies and procedures for their department. However, the Department Heads may assign any department member with the responsibility of the policy and procedure, quality service monitoring and outcome measures.

## **IV. IMPLEMENTATION PLAN FOR POLICY STATEMENT**

Immediately.

## **V. ASSOCIATED INFORMATION/FORMS**

- Federal Uniform Guidance (UG)
- Code of Ethics
- Code of Federal Regulations, §200.317 through §200.327
  - Link: [Procurement Standards](#)

# EXHIBIT D

## CASH MANAGEMENT POLICY

### POLICY:

The purpose of this policy is to ensure that cash management standards are followed by Butler County (the “County”) in ensuring a minimal time lapse between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement for direct program or project costs and the proportionate share of allowable costs, whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. This policy will ensure the County satisfies the specific requirements under Uniform Guidance 2 CFR Part 200.

### I. PROCEDURE SUMMARY

This procedure sets the standards that governs the performance of the County officers, employees, and agents in managing the receiving and disbursements of Federal monies. Federal requirements will apply unless state or County requirements are more restrictive.

### II. PROCEDURE STEPS

1. If the advance basis is used, the timing and amount of advance payments must be as close as administratively feasible to the actual disbursements. If the reimbursement basis is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper. The County must maintain supporting documentation showing that cost for which reimbursement was requested was paid prior to the date of the reimbursement request.
2. The County must disburse funds available from program income (including repayments to a revolving fund). Rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.
3. Interest earned amounts up to \$500 per year may be retained by the County for administrative expenses. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services, Payment Management System. Certain grants do allow the County to retain more than \$500 in interest per year. However, this is unusual. Check with the grantor to verify.

### III. RESPONSIBILITIES

County Department Heads have final authority and oversight of Cash Management policies and procedures for their department. However, County Department Heads may assign any department member with the responsibility of the policy and procedure, quality service monitoring and outcome measures.

### IV. IMPLEMENTATION PLAN FOR POLICY STATEMENT

Immediately.

## V. ASSOCIATED INFORMATION/FORMS

- Federal Uniform Guidance (UG)
- Code of Federal Regulations, §200.302 and §200.305, financial management
  - Link: [200.302: Financial Management](#)
  - Link: [200.305: Payment](#)

# EXHIBIT E

## SUBRECIPIENT MONITORING POLICY

### POLICY:

The purpose of this policy is to provide guidance regarding local oversight responsibilities for administration of federal and state funding. Butler County (the "County") will monitor each subrecipient in order to provide reasonable assurance that subrecipients are complying, in all material respects, with laws, regulations, and applicable federal award provisions.

### I. PROCEDURE SUMMARY

This procedure sets the standards that govern the performance of the County officers, employees, and agents engaged in monitoring subrecipients of the County's federal awards. Federal requirements will apply unless County or state requirements are more restrictive.

### II. PROCEDURE STEPS

The County is responsible for continuous monitoring of its contractually funded subrecipients. In addition, the County will formally monitor all subrecipients receiving state or federal funding dollars in accordance with grant requirements as required by 2 CFR Part 200.332.

The County will ensure that subrecipients are in compliance with state and federal guidance while using federal funds to achieve the outcomes and deliverables of the program under which they are funded. The County will use the following guidance:

1. The County will include the following information to the subrecipient in the form of a subaward.
  - a. Federal award identification (ALN number)
  - b. Subrecipient name
  - c. Subrecipient's unique entity identifier
  - d. Federal Award Date
  - e. Subaward Period of Performance Start and End Date
  - f. Amount of the Federal Funds passed-through to the subrecipient
  - g. Project description
  - h. All requirements imposed by the County on the subrecipient so the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.
2. The County will evaluate each subrecipient's risk of non-compliance with federal statutes, regulations, and the terms and conditions incorporated in the contract. Determining risk factors include, but are not limited to:
  - a. Subrecipient's prior experience with similar contracts'
  - b. Results of prior audits and/or monitoring and the extent to which the same or similar contract has been reviewed; and,
  - c. Whether the subrecipient has new personnel or new or substantially changed systems.
3. The County will monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. The County's monitoring of the subrecipient must include:
  - a. Reviewing financial and performance reports required by the County.



- b. Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
  - c. Providing subrecipients with training and technical assistance on program-related matters; and
  - d. Performing on-site reviews of the subrecipient's program operations.
4. The County will take prompt and appropriate corrective action upon becoming aware of any evidence of violation of federal guidelines, associated regulations, state provisions, County policy and/or subrecipient agreement

### **III. RESPONSIBILITIES**

County Department Heads have final authority and oversight of Subrecipient Monitoring policies and procedures for their department. However, County Department Heads may assign any department member with the responsibility of the policy and procedure, quality service monitoring and outcome measures.

### **IV. IMPLEMENTATION PLAN FOR POLICY STATEMENT**

Immediately.

### **V. ASSOCIATED INFORMATION/FORMS**

- Federal Uniform Guidance (UG)
- Code of Federal Regulations, §200.331 through §200.333
  - Link: [Subrecipient Monitoring](#)

# EXHIBIT F

## Small Purchases in excess of (\$10,000 to \$50,000) Vendor Evaluation

NOTE: Must have at least three quotes. Quotes can be written, verbal, or web based.

Materials, Supplies, Equipment, and Service (describe) \_\_\_\_\_

Pricing Structure (per hour, per unit, monthly cost, flat fee, etc.) \_\_\_\_\_

Compile the following information for each vendor that provided a quote and **attach** supporting documentation with this evaluation:

				Please insert comments below each objective criterion below		
Vendor Name/Vendor Contact	Date Quote Obtained	Method Obtained (written, verbal, web based)	Total Estimated Price	Ability to provide the good/service and past experiences with the vendor	Proximity to the County	Perceived quality of the good/service

Recommended vendor:

Rational for recommending vendor:

# EXHIBIT G

## RFP Evaluation Spreadsheet

To be used to evaluate bids received for a competitive sealed bid (construction). COST is the primary factor.

Enter initials of Firms below.

Individual worksheets compute weighted scores.

"Comparison" worksheet displays weighted scores.

Project:

Worksheet	Firm Initials
A	
B	
C	
D	
E	
F	
G	
H	
I	
J	

**PROPOSAL EVALUATION -- COMPARISON**

0

Name of Evaluator

Date Evaluations Completed

CRITERIA	WEIGHTED SCORES									
	0	0	0	0	0	0	0	0	0	0
I. FIRM AND INDIVIDUAL QUALIFICATIONS										
A. Firm's background and experience on similar projects	0	0	0	0	0	0	0	0	0	0
B. Qualifications and experience of principals & key personnel	0	0	0	0	0	0	0	0	0	0
II. CAPACITY TO PERFORM WORK										
A. Size and availability of staff	0	0	0	0	0	0	0	0	0	0
B. Projects currently in progress	0	0	0	0	0	0	0	0	0	0
C. Firm's equipment & facilities	0	0	0	0	0	0	0	0	0	0
III. TIME OF COMPLETION										
A. Demonstrated commitment to perform work expeditiously	0	0	0	0	0	0	0	0	0	0
B. Ability to meet timeline	0	0	0	0	0	0	0	0	0	0
IV. GEOGRAPHIC CONSIDERATIONS										
A. Office performing work located in Ohio	0	0	0	0	0	0	0	0	0	0
B. Office proximity to the County	0	0	0	0	0	0	0	0	0	0
V. PROJECT APPROACH										
A. Demonstrated understanding of project based on RFP	0	0	0	0	0	0	0	0	0	0
B. Description of project approach aligns with RFP	0	0	0	0	0	0	0	0	0	0
VI. REFERENCES										
A. Performance on past projects with Butler County	0	0	0	0	0	0	0	0	0	0
B. Completeness and thoroughness of work performed	0	0	0	0	0	0	0	0	0	0
C. Capabilities of key technical personnel	0	0	0	0	0	0	0	0	0	0
D. Ability to meet schedules/deadlines	0	0	0	0	0	0	0	0	0	0
E. Ability to control costs/meet budgets	0	0	0	0	0	0	0	0	0	0
F. Overall communication/cooperation	0	0	0	0	0	0	0	0	0	0
VII. SCHEDULE										
A. Project schedule meeting deadlines in RFP	0	0	0	0	0	0	0	0	0	0
VIII. COST										
A. Proposed cost for project	0	0	0	0	0	0	0	0	0	0
IX. COMMENTS										
<b>WEIGHTED SCORE TOTALS</b>	0	0	0	0	0	0	0	0	0	0



## PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
I. FIRM AND INDIVIDUAL QUALIFICATIONS					
A. Firm's background and experience on similar projects		x	2	=	0
B. Qualifications and experience of principals & key personnel		x	1	=	0
II. CAPACITY TO PERFORM WORK					
A. Size and availability of staff		x	1	=	0
B. Projects currently in progress		x	1	=	0
C. Firm's equipment & facilities		x	1	=	0
III. TIME OF COMPLETION					
A. Demonstrated commitment to perform work expeditiously		x	2	=	0
B. Ability to meet timeline		x	2	=	0
IV. GEOGRAPHIC CONSIDERATIONS					
A. Office performing work located in Ohio		x	1	=	0
B. Office proximity to the County		x	1	=	0
V. PROJECT APPROACH					
A. Demonstrated understanding of project based on RFP		x	1	=	0
B. Description of project approach aligns with RFP		x	1	=	0
VI. REFERENCES					
A. Performance on past projects with Butler County		x	1	=	0
B. Completeness and thoroughness of work performed		x	1	=	0
C. Capabilities of key technical personnel		x	1	=	0
D. Ability to meet schedules/deadlines		x	1	=	0
E. Ability to control costs/meet budgets		x	1	=	0
F. Overall communication/cooperation		x	1	=	0
VII. SCHEDULE					
A. Project schedule meeting deadlines in RFP		x	2	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		<b>x</b>	<b>8</b>	<b>=</b>	<b>0</b>
IX. COMMENTS					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

**Name of Firm** 0

**Name of Evaluator**

**Date of Evaluation**

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	2	= 0
B. Qualifications and experience of principals & key personnel	x	1	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	1	= 0
B. Projects currently in progress	x	1	= 0
C. Firm's equipment & facilities	x	1	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	2	= 0
B. Ability to meet timeline	x	2	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	1	= 0
B. Office proximity to the County	x	1	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	1	= 0
B. Description of project approach aligns with RFP	x	1	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	1	= 0
B. Completeness and thoroughness of work performed	x	1	= 0
C. Capabilities of key technical personnel	x	1	= 0
D. Ability to meet schedules/deadlines	x	1	= 0
E. Ability to control costs/meet budgets	x	1	= 0
F. Overall communication/cooperation	x	1	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
<b>A. Proposed cost for project</b>	x	<b>8</b>	= 0
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

**Name of Firm** 0

**Name of Evaluator**

**Date of Evaluation**

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	2	= 0
B. Qualifications and experience of principals & key personnel	x	1	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	1	= 0
B. Projects currently in progress	x	1	= 0
C. Firm's equipment & facilities	x	1	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	2	= 0
B. Ability to meet timeline	x	2	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	1	= 0
B. Office proximity to the County	x	1	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	1	= 0
B. Description of project approach aligns with RFP	x	1	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	1	= 0
B. Completeness and thoroughness of work performed	x	1	= 0
C. Capabilities of key technical personnel	x	1	= 0
D. Ability to meet schedules/deadlines	x	1	= 0
E. Ability to control costs/meet budgets	x	1	= 0
F. Overall communication/cooperation	x	1	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
<b>A. Proposed cost for project</b>	x	8	= 0
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior



## PROPOSAL EVALUATION

0

**Name of Firm** 0

**Name of Evaluator**

**Date of Evaluation**

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	2	= 0
B. Qualifications and experience of principals & key personnel	x	1	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	1	= 0
B. Projects currently in progress	x	1	= 0
C. Firm's equipment & facilities	x	1	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	2	= 0
B. Ability to meet timeline	x	2	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	1	= 0
B. Office proximity to the County	x	1	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	1	= 0
B. Description of project approach aligns with RFP	x	1	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	1	= 0
B. Completeness and thoroughness of work performed	x	1	= 0
C. Capabilities of key technical personnel	x	1	= 0
D. Ability to meet schedules/deadlines	x	1	= 0
E. Ability to control costs/meet budgets	x	1	= 0
F. Overall communication/cooperation	x	1	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
<b>A. Proposed cost for project</b>	<b>x</b>	<b>8</b>	<b>= 0</b>
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

**Name of Firm** 0

**Name of Evaluator**

**Date of Evaluation**

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	2	= 0
B. Qualifications and experience of principals & key personnel	x	1	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	1	= 0
B. Projects currently in progress	x	1	= 0
C. Firm's equipment & facilities	x	1	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	2	= 0
B. Ability to meet timeline	x	2	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	1	= 0
B. Office proximity to the County	x	1	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	1	= 0
B. Description of project approach aligns with RFP	x	1	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	1	= 0
B. Completeness and thoroughness of work performed	x	1	= 0
C. Capabilities of key technical personnel	x	1	= 0
D. Ability to meet schedules/deadlines	x	1	= 0
E. Ability to control costs/meet budgets	x	1	= 0
F. Overall communication/cooperation	x	1	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
<b>A. Proposed cost for project</b>	x	8	= 0
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			0

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

**Name of Firm** 0

**Name of Evaluator**

**Date of Evaluation**

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	2	= 0
B. Qualifications and experience of principals & key personnel	x	1	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	1	= 0
B. Projects currently in progress	x	1	= 0
C. Firm's equipment & facilities	x	1	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	2	= 0
B. Ability to meet timeline	x	2	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	1	= 0
B. Office proximity to the County	x	1	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	1	= 0
B. Description of project approach aligns with RFP	x	1	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	1	= 0
B. Completeness and thoroughness of work performed	x	1	= 0
C. Capabilities of key technical personnel	x	1	= 0
D. Ability to meet schedules/deadlines	x	1	= 0
E. Ability to control costs/meet budgets	x	1	= 0
F. Overall communication/cooperation	x	1	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
<b>A. Proposed cost for project</b>	x	8	= 0
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			0

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

**Name of Firm** 0

**Name of Evaluator**

**Date of Evaluation**

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	2	= 0
B. Qualifications and experience of principals & key personnel	x	1	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	1	= 0
B. Projects currently in progress	x	1	= 0
C. Firm's equipment & facilities	x	1	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	2	= 0
B. Ability to meet timeline	x	2	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	1	= 0
B. Office proximity to the County	x	1	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	1	= 0
B. Description of project approach aligns with RFP	x	1	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	1	= 0
B. Completeness and thoroughness of work performed	x	1	= 0
C. Capabilities of key technical personnel	x	1	= 0
D. Ability to meet schedules/deadlines	x	1	= 0
E. Ability to control costs/meet budgets	x	1	= 0
F. Overall communication/cooperation	x	1	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
<b>A. Proposed cost for project</b>	<b>x</b>	<b>8</b>	<b>= 0</b>
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

**Name of Firm** 0

**Name of Evaluator**

**Date of Evaluation**

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	2	= 0
B. Qualifications and experience of principals & key personnel	x	1	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	1	= 0
B. Projects currently in progress	x	1	= 0
C. Firm's equipment & facilities	x	1	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	2	= 0
B. Ability to meet timeline	x	2	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	1	= 0
B. Office proximity to the County	x	1	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	1	= 0
B. Description of project approach aligns with RFP	x	1	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	1	= 0
B. Completeness and thoroughness of work performed	x	1	= 0
C. Capabilities of key technical personnel	x	1	= 0
D. Ability to meet schedules/deadlines	x	1	= 0
E. Ability to control costs/meet budgets	x	1	= 0
F. Overall communication/cooperation	x	1	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
<b>A. Proposed cost for project</b>	<b>x</b>	<b>8</b>	<b>= 0</b>
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

**Name of Firm** 0

**Name of Evaluator**

**Date of Evaluation**

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	2	= 0
B. Qualifications and experience of principals & key personnel	x	1	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	1	= 0
B. Projects currently in progress	x	1	= 0
C. Firm's equipment & facilities	x	1	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	2	= 0
B. Ability to meet timeline	x	2	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	1	= 0
B. Office proximity to the County	x	1	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	1	= 0
B. Description of project approach aligns with RFP	x	1	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	1	= 0
B. Completeness and thoroughness of work performed	x	1	= 0
C. Capabilities of key technical personnel	x	1	= 0
D. Ability to meet schedules/deadlines	x	1	= 0
E. Ability to control costs/meet budgets	x	1	= 0
F. Overall communication/cooperation	x	1	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
<b>A. Proposed cost for project</b>	x	8	= 0
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# EXHIBIT H

## RFP Evaluation Spreadsheet

To be used to evaluate bids received for a competitive proposal (non-construction). Based on factors **OTHER THAN** cost.

Enter initials of Firms below.

Individual worksheets compute weighted scores.

"Comparison" worksheet displays weighted scores.

Project:

Worksheet	Firm Initials
A	
B	
C	
D	
E	
F	
G	
H	
I	
J	

**PROPOSAL EVALUATION -- COMPARISON**

0

<b>Name of Evaluator</b>
<b>Date Evaluations Completed</b>

CRITERIA	WEIGHTED SCORES									
	0	0	0	0	0	0	0	0	0	0
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>										
<b>A. Firm's background and experience on similar projects</b>	0	0	0	0	0	0	0	0	0	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>	0	0	0	0	0	0	0	0	0	0
<b>II. CAPACITY TO PERFORM WORK</b>										
<b>A. Size and availability of staff</b>	0	0	0	0	0	0	0	0	0	0
<b>B. Projects currently in progress</b>	0	0	0	0	0	0	0	0	0	0
<b>C. Firm's equipment &amp; facilities</b>	0	0	0	0	0	0	0	0	0	0
<b>III. TIME OF COMPLETION</b>										
<b>A. Demonstrated commitment to perform work expeditiously</b>	0	0	0	0	0	0	0	0	0	0
<b>B. Ability to meet timeline</b>	0	0	0	0	0	0	0	0	0	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>										
<b>A. Office performing work located in Ohio</b>	0	0	0	0	0	0	0	0	0	0
<b>B. Office proximity to the County</b>	0	0	0	0	0	0	0	0	0	0
<b>V. PROJECT APPROACH</b>										
<b>A. Demonstrated understanding of project based on RFP</b>	0	0	0	0	0	0	0	0	0	0
<b>B. Description of project approach aligns with RFP</b>	0	0	0	0	0	0	0	0	0	0
<b>VI. REFERENCES</b>										
<b>A. Performance on past projects with Butler County</b>	0	0	0	0	0	0	0	0	0	0
<b>B. Completeness and thoroughness of work performed</b>	0	0	0	0	0	0	0	0	0	0
<b>C. Capabilities of key technical personnel</b>	0	0	0	0	0	0	0	0	0	0
<b>D. Ability to meet schedules/deadlines</b>	0	0	0	0	0	0	0	0	0	0
<b>E. Ability to control costs/meet budgets</b>	0	0	0	0	0	0	0	0	0	0
<b>F. Overall communication/cooperation</b>	0	0	0	0	0	0	0	0	0	0
<b>VII. SCHEDULE</b>										
<b>A. Project schedule meeting deadlines in RFP</b>	0	0	0	0	0	0	0	0	0	0
<b>VIII. COST</b>										
<b>A. Proposed cost for project</b>	0	0	0	0	0	0	0	0	0	0
<b>IX. COMMENTS</b>										
<b>WEIGHTED SCORE TOTALS</b>	0	0	0	0	0	0	0	0	0	0



# PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>					
<b>A. Firm's background and experience on similar projects</b>		x	<b>3</b>	=	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>		x	<b>2</b>	=	0
<b>II. CAPACITY TO PERFORM WORK</b>					
<b>A. Size and availability of staff</b>		x	<b>2</b>	=	0
<b>B. Projects currently in progress</b>		x	<b>2</b>	=	0
<b>C. Firm's equipment &amp; facilities</b>		x	<b>2</b>	=	0
<b>III. TIME OF COMPLETION</b>					
<b>A. Demonstrated commitment to perform work expeditiously</b>		x	<b>3</b>	=	0
<b>B. Ability to meet timeline</b>		x	<b>3</b>	=	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>					
<b>A. Office performing work located in Ohio</b>		x	<b>2</b>	=	0
<b>B. Office proximity to the County</b>		x	<b>2</b>	=	0
<b>V. PROJECT APPROACH</b>					
<b>A. Demonstrated understanding of project based on RFP</b>		x	<b>4</b>	=	0
<b>B. Description of project approach aligns with RFP</b>		x	<b>4</b>	=	0
<b>VI. REFERENCES</b>					
<b>A. Performance on past projects with Butler County</b>		x	<b>3</b>	=	0
<b>B. Completeness and thoroughness of work performed</b>		x	<b>3</b>	=	0
<b>C. Capabilities of key technical personnel</b>		x	<b>3</b>	=	0
<b>D. Ability to meet schedules/deadlines</b>		x	<b>3</b>	=	0
<b>E. Ability to control costs/meet budgets</b>		x	<b>3</b>	=	0
<b>F. Overall communication/cooperation</b>		x	<b>3</b>	=	0
<b>VII. SCHEDULE</b>					
<b>A. Project schedule meeting deadlines in RFP</b>		x	<b>2</b>	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		x	<b>6</b>	=	0
<b>IX. COMMENTS</b>					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING	WEIGHT	SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>			
A. Firm's background and experience on similar projects	x	3	= 0
B. Qualifications and experience of principals & key personnel	x	2	= 0
<b>II. CAPACITY TO PERFORM WORK</b>			
A. Size and availability of staff	x	2	= 0
B. Projects currently in progress	x	2	= 0
C. Firm's equipment & facilities	x	2	= 0
<b>III. TIME OF COMPLETION</b>			
A. Demonstrated commitment to perform work expeditiously	x	3	= 0
B. Ability to meet timeline	x	3	= 0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>			
A. Office performing work located in Ohio	x	2	= 0
B. Office proximity to the County	x	2	= 0
<b>V. PROJECT APPROACH</b>			
A. Demonstrated understanding of project based on RFP	x	4	= 0
B. Description of project approach aligns with RFP	x	4	= 0
<b>VI. REFERENCES</b>			
A. Performance on past projects with Butler County	x	3	= 0
B. Completeness and thoroughness of work performed	x	3	= 0
C. Capabilities of key technical personnel	x	3	= 0
D. Ability to meet schedules/deadlines	x	3	= 0
E. Ability to control costs/meet budgets	x	3	= 0
F. Overall communication/cooperation	x	3	= 0
<b>VII. SCHEDULE</b>			
A. Project schedule meeting deadlines in RFP	x	2	= 0
<b>VIII. COST</b>			
A. Proposed cost for project	x	6	= 0
<b>IX. COMMENTS</b>			
<b>WEIGHTED SCORE TOTAL</b>			<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

## PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>					
<b>A. Firm's background and experience on similar projects</b>		x	<b>3</b>	=	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>		x	<b>2</b>	=	0
<b>II. CAPACITY TO PERFORM WORK</b>					
<b>A. Size and availability of staff</b>		x	<b>2</b>	=	0
<b>B. Projects currently in progress</b>		x	<b>2</b>	=	0
<b>C. Firm's equipment &amp; facilities</b>		x	<b>2</b>	=	0
<b>III. TIME OF COMPLETION</b>					
<b>A. Demonstrated commitment to perform work expeditiously</b>		x	<b>3</b>	=	0
<b>B. Ability to meet timeline</b>		x	<b>3</b>	=	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>					
<b>A. Office performing work located in Ohio</b>		x	<b>2</b>	=	0
<b>B. Office proximity to the County</b>		x	<b>2</b>	=	0
<b>V. PROJECT APPROACH</b>					
<b>A. Demonstrated understanding of project based on RFP</b>		x	<b>4</b>	=	0
<b>B. Description of project approach aligns with RFP</b>		x	<b>4</b>	=	0
<b>VI. REFERENCES</b>					
<b>A. Performance on past projects with Butler County</b>		x	<b>3</b>	=	0
<b>B. Completeness and thoroughness of work performed</b>		x	<b>3</b>	=	0
<b>C. Capabilities of key technical personnel</b>		x	<b>3</b>	=	0
<b>D. Ability to meet schedules/deadlines</b>		x	<b>3</b>	=	0
<b>E. Ability to control costs/meet budgets</b>		x	<b>3</b>	=	0
<b>F. Overall communication/cooperation</b>		x	<b>3</b>	=	0
<b>VII. SCHEDULE</b>					
<b>A. Project schedule meeting deadlines in RFP</b>		x	<b>2</b>	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		x	<b>6</b>	=	0
<b>IX. COMMENTS</b>					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>					
<b>A. Firm's background and experience on similar projects</b>		x	3	=	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>		x	2	=	0
<b>II. CAPACITY TO PERFORM WORK</b>					
<b>A. Size and availability of staff</b>		x	2	=	0
<b>B. Projects currently in progress</b>		x	2	=	0
<b>C. Firm's equipment &amp; facilities</b>		x	2	=	0
<b>III. TIME OF COMPLETION</b>					
<b>A. Demonstrated commitment to perform work expeditiously</b>		x	3	=	0
<b>B. Ability to meet timeline</b>		x	3	=	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>					
<b>A. Office performing work located in Ohio</b>		x	2	=	0
<b>B. Office proximity to the County</b>		x	2	=	0
<b>V. PROJECT APPROACH</b>					
<b>A. Demonstrated understanding of project based on RFP</b>		x	4	=	0
<b>B. Description of project approach aligns with RFP</b>		x	4	=	0
<b>VI. REFERENCES</b>					
<b>A. Performance on past projects with Butler County</b>		x	3	=	0
<b>B. Completeness and thoroughness of work performed</b>		x	3	=	0
<b>C. Capabilities of key technical personnel</b>		x	3	=	0
<b>D. Ability to meet schedules/deadlines</b>		x	3	=	0
<b>E. Ability to control costs/meet budgets</b>		x	3	=	0
<b>F. Overall communication/cooperation</b>		x	3	=	0
<b>VII. SCHEDULE</b>					
<b>A. Project schedule meeting deadlines in RFP</b>		x	2	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		x	6	=	0
<b>IX. COMMENTS</b>					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>					
<b>A. Firm's background and experience on similar projects</b>		x	<b>3</b>	=	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>		x	<b>2</b>	=	0
<b>II. CAPACITY TO PERFORM WORK</b>					
<b>A. Size and availability of staff</b>		x	<b>2</b>	=	0
<b>B. Projects currently in progress</b>		x	<b>2</b>	=	0
<b>C. Firm's equipment &amp; facilities</b>		x	<b>2</b>	=	0
<b>III. TIME OF COMPLETION</b>					
<b>A. Demonstrated commitment to perform work expeditiously</b>		x	<b>3</b>	=	0
<b>B. Ability to meet timeline</b>		x	<b>3</b>	=	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>					
<b>A. Office performing work located in Ohio</b>		x	<b>2</b>	=	0
<b>B. Office proximity to the County</b>		x	<b>2</b>	=	0
<b>V. PROJECT APPROACH</b>					
<b>A. Demonstrated understanding of project based on RFP</b>		x	<b>4</b>	=	0
<b>B. Description of project approach aligns with RFP</b>		x	<b>4</b>	=	0
<b>VI. REFERENCES</b>					
<b>A. Performance on past projects with Butler County</b>		x	<b>3</b>	=	0
<b>B. Completeness and thoroughness of work performed</b>		x	<b>3</b>	=	0
<b>C. Capabilities of key technical personnel</b>		x	<b>3</b>	=	0
<b>D. Ability to meet schedules/deadlines</b>		x	<b>3</b>	=	0
<b>E. Ability to control costs/meet budgets</b>		x	<b>3</b>	=	0
<b>F. Overall communication/cooperation</b>		x	<b>3</b>	=	0
<b>VII. SCHEDULE</b>					
<b>A. Project schedule meeting deadlines in RFP</b>		x	<b>2</b>	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		x	<b>6</b>	=	0
<b>IX. COMMENTS</b>					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior



# PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>					
<b>A. Firm's background and experience on similar projects</b>		x	<b>3</b>	=	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>		x	<b>2</b>	=	0
<b>II. CAPACITY TO PERFORM WORK</b>					
<b>A. Size and availability of staff</b>		x	<b>2</b>	=	0
<b>B. Projects currently in progress</b>		x	<b>2</b>	=	0
<b>C. Firm's equipment &amp; facilities</b>		x	<b>2</b>	=	0
<b>III. TIME OF COMPLETION</b>					
<b>A. Demonstrated commitment to perform work expeditiously</b>		x	<b>3</b>	=	0
<b>B. Ability to meet timeline</b>		x	<b>3</b>	=	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>					
<b>A. Office performing work located in Ohio</b>		x	<b>2</b>	=	0
<b>B. Office proximity to the County</b>		x	<b>2</b>	=	0
<b>V. PROJECT APPROACH</b>					
<b>A. Demonstrated understanding of project based on RFP</b>		x	<b>4</b>	=	0
<b>B. Description of project approach aligns with RFP</b>		x	<b>4</b>	=	0
<b>VI. REFERENCES</b>					
<b>A. Performance on past projects with Butler County</b>		x	<b>3</b>	=	0
<b>B. Completeness and thoroughness of work performed</b>		x	<b>3</b>	=	0
<b>C. Capabilities of key technical personnel</b>		x	<b>3</b>	=	0
<b>D. Ability to meet schedules/deadlines</b>		x	<b>3</b>	=	0
<b>E. Ability to control costs/meet budgets</b>		x	<b>3</b>	=	0
<b>F. Overall communication/cooperation</b>		x	<b>3</b>	=	0
<b>VII. SCHEDULE</b>					
<b>A. Project schedule meeting deadlines in RFP</b>		x	<b>2</b>	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		x	<b>6</b>	=	0
<b>IX. COMMENTS</b>					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>					
<b>A. Firm's background and experience on similar projects</b>		x	<b>3</b>	=	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>		x	<b>2</b>	=	0
<b>II. CAPACITY TO PERFORM WORK</b>					
<b>A. Size and availability of staff</b>		x	<b>2</b>	=	0
<b>B. Projects currently in progress</b>		x	<b>2</b>	=	0
<b>C. Firm's equipment &amp; facilities</b>		x	<b>2</b>	=	0
<b>III. TIME OF COMPLETION</b>					
<b>A. Demonstrated commitment to perform work expeditiously</b>		x	<b>3</b>	=	0
<b>B. Ability to meet timeline</b>		x	<b>3</b>	=	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>					
<b>A. Office performing work located in Ohio</b>		x	<b>2</b>	=	0
<b>B. Office proximity to the County</b>		x	<b>2</b>	=	0
<b>V. PROJECT APPROACH</b>					
<b>A. Demonstrated understanding of project based on RFP</b>		x	<b>4</b>	=	0
<b>B. Description of project approach aligns with RFP</b>		x	<b>4</b>	=	0
<b>VI. REFERENCES</b>					
<b>A. Performance on past projects with Butler County</b>		x	<b>3</b>	=	0
<b>B. Completeness and thoroughness of work performed</b>		x	<b>3</b>	=	0
<b>C. Capabilities of key technical personnel</b>		x	<b>3</b>	=	0
<b>D. Ability to meet schedules/deadlines</b>		x	<b>3</b>	=	0
<b>E. Ability to control costs/meet budgets</b>		x	<b>3</b>	=	0
<b>F. Overall communication/cooperation</b>		x	<b>3</b>	=	0
<b>VII. SCHEDULE</b>					
<b>A. Project schedule meeting deadlines in RFP</b>		x	<b>2</b>	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		x	<b>6</b>	=	0
<b>IX. COMMENTS</b>					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior



# PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>					
<b>A. Firm's background and experience on similar projects</b>		x	3	=	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>		x	2	=	0
<b>II. CAPACITY TO PERFORM WORK</b>					
<b>A. Size and availability of staff</b>		x	2	=	0
<b>B. Projects currently in progress</b>		x	2	=	0
<b>C. Firm's equipment &amp; facilities</b>		x	2	=	0
<b>III. TIME OF COMPLETION</b>					
<b>A. Demonstrated commitment to perform work expeditiously</b>		x	3	=	0
<b>B. Ability to meet timeline</b>		x	3	=	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>					
<b>A. Office performing work located in Ohio</b>		x	2	=	0
<b>B. Office proximity to the County</b>		x	2	=	0
<b>V. PROJECT APPROACH</b>					
<b>A. Demonstrated understanding of project based on RFP</b>		x	4	=	0
<b>B. Description of project approach aligns with RFP</b>		x	4	=	0
<b>VI. REFERENCES</b>					
<b>A. Performance on past projects with Butler County</b>		x	3	=	0
<b>B. Completeness and thoroughness of work performed</b>		x	3	=	0
<b>C. Capabilities of key technical personnel</b>		x	3	=	0
<b>D. Ability to meet schedules/deadlines</b>		x	3	=	0
<b>E. Ability to control costs/meet budgets</b>		x	3	=	0
<b>F. Overall communication/cooperation</b>		x	3	=	0
<b>VII. SCHEDULE</b>					
<b>A. Project schedule meeting deadlines in RFP</b>		x	2	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		x	6	=	0
<b>IX. COMMENTS</b>					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

# PROPOSAL EVALUATION

0

<b>Name of Firm</b>	<b>0</b>
<b>Name of Evaluator</b>	
<b>Date of Evaluation</b>	

CRITERIA	RATING		WEIGHT		SCORE
<b>I. FIRM AND INDIVIDUAL QUALIFICATIONS</b>					
<b>A. Firm's background and experience on similar projects</b>		x	3	=	0
<b>B. Qualifications and experience of principals &amp; key personnel</b>		x	2	=	0
<b>II. CAPACITY TO PERFORM WORK</b>					
<b>A. Size and availability of staff</b>		x	2	=	0
<b>B. Projects currently in progress</b>		x	2	=	0
<b>C. Firm's equipment &amp; facilities</b>		x	2	=	0
<b>III. TIME OF COMPLETION</b>					
<b>A. Demonstrated commitment to perform work expeditiously</b>		x	3	=	0
<b>B. Ability to meet timeline</b>		x	3	=	0
<b>IV. GEOGRAPHIC CONSIDERATIONS</b>					
<b>A. Office performing work located in Ohio</b>		x	2	=	0
<b>B. Office proximity to the County</b>		x	2	=	0
<b>V. PROJECT APPROACH</b>					
<b>A. Demonstrated understanding of project based on RFP</b>		x	4	=	0
<b>B. Description of project approach aligns with RFP</b>		x	4	=	0
<b>VI. REFERENCES</b>					
<b>A. Performance on past projects with Butler County</b>		x	3	=	0
<b>B. Completeness and thoroughness of work performed</b>		x	3	=	0
<b>C. Capabilities of key technical personnel</b>		x	3	=	0
<b>D. Ability to meet schedules/deadlines</b>		x	3	=	0
<b>E. Ability to control costs/meet budgets</b>		x	3	=	0
<b>F. Overall communication/cooperation</b>		x	3	=	0
<b>VII. SCHEDULE</b>					
<b>A. Project schedule meeting deadlines in RFP</b>		x	2	=	0
<b>VIII. COST</b>					
<b>A. Proposed cost for project</b>		x	6	=	0
<b>IX. COMMENTS</b>					
<b>WEIGHTED SCORE TOTAL</b>					<b>0</b>

Rating key: 1 = Poor, 2 = Fair, 3 = Good, 4 = Excellent, 5 = Superior

Butler County Board of Commissioners Resolution

**WHEREAS**, the Board of Commissioners of Butler County, Ohio received federal funds pursuant to the American Rescue Plan Act of 2021 ("ARPA") and has allocated part of those funds for paving projects in each Butler County Township (attached Exhibit "A"); and

**WHEREAS**, the board of trustees of **West Chester** Township is responsible for maintaining all roads within its township pursuant to Ohio Revised Code Section 5535.01; and

**WHEREAS**, the board of trustees of **West Chester** Township, pursuant to Ohio Revised Code Section 5535.08, is a "political subdivision having authority to construct, reconstruct, resurface, improve, repair, and maintain roads or streets..." (R.C. 5535.08(C)); and

**WHEREAS**, the board of trustees of **West Chester** Township desires to enter into reciprocal resolutions with the Board of Commissioners of Butler County, Ohio and the Butler County Engineer, pursuant to R.C. 307.15, for the county to assume all actions necessary for the construction, reconstruction, resurfacing, improvement, or repair of roads on a selected project as set forth below and to assume responsibility for compliance with federal prerequisites for the use of ARPA funds, including but not limited to competitive purchasing and all applicable requirements contained in 2 CFR 200; and

**WHEREAS**, the board of trustees of **West Chester** Township, pursuant to resolution No. \_\_\_\_\_, has provided to the Butler County Engineer, the specific streets and approximate mileage that **West Chester** Township is requesting to be included in the invitation to bid for construction, reconstruction, resurfacing, or repair contract the list of which locations are attached as Exhibit "E"; and

**WHEREAS**, the Butler County Engineer shall forward to **West Chester** Township, invoices from contractors who have been awarded contracts through the Butler County Engineer's office, for work required to complete **West Chester** Township's road repair project, once the county ARPA funds allocated to the Township in the attached Exhibit "A" are expended; and

**WHEREAS**, the board of trustees of **West Chester** Township, upon receipt of an invoice, shall pay directly to the contractors who have been awarded contracts through the Butler County Engineer's Office, any and all additional funds for work required to complete **West Chester** Township's road repair project, once the county ARPA funds allocated to the Township in the attached Exhibit "A" are expended; and

Butler County Board of Commissioners Resolution

**WHEREAS**, the Butler County Engineer will be responsible for any and all reporting requirements, consistent with Exhibit "\_\_\_", for the use of ARPA funds for which Butler County was direct recipient and which will be paid by the board of commissioners; and

**WHEREAS**, the board of trustees of **West Chester** Township shall be responsible for any and all reporting requirements for any ARPA funds for which the Township was direct recipient and which will be paid by the board of trustees; and

**WHEREAS**, the board of trustees of **West Chester** Township, pursuant to resolution No. \_\_\_\_\_, delegates its authority pursuant to R.C. 5535.01 and R.C. 5535.08 to, and specifically authorizes, the Board of Commissioners of Butler County, Ohio and the Butler County Engineer, in accordance with R.C. 307.15, to: exercise any power, perform any function, or render any services; to prepare all plans, specifications, details, and estimates of cost for the construction, reconstruction, resurfacing, improvement or repair of roads; to take all actions necessary for the construction, reconstruction, resurfacing, improvement, or repair of roads; to prepare invitations to bid and award all contracts in the manner provided by law; and to ensure that all actions necessary and proper to complete the project are in compliance with Federal requirements pursuant to 2 C.F.R. 200 which includes internal controls (2 CFR 200.303), a procurement policy (2 CFR 200.318(a)), affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible (2 CFR 200.321) and standards of conduct (2 CFR 200.318(b)); and

**WHEREAS**, the board of trustees of **West Chester** Township, pursuant to resolution No. \_\_\_\_\_, delegates its authority to, and specifically authorizes, the Butler County Engineer to pay contractors who have been awarded contracts through the Butler County Engineer's Office, with the ARPA funds that have been allocated to **West Chester** Township by the Board of Commissioners of Butler County, Ohio (see attached Exhibit "A"), until the county allocated ARPA funds are exhausted; and

**WHEREAS**, the board of trustees of **West Chester** Township, pursuant to resolution No. \_\_\_\_\_, is responsible for and shall complete the reporting requirement for the use of any ARPA funds received directly by **West Chester** Township, and paid by **West Chester** Township, as required by the American Rescue Plan Act of 2021; and

**WHEREAS**, the board of trustees of **West Chester** Township, pursuant to resolution No. \_\_\_\_\_, reviewed and adopted the Butler County Uniform Guidance Policies in its entirety which is attached as Exhibit "B" to said township resolution.

Butler County Board of Commissioners Resolution

**NOW THEREFORE BE IT:**

**RESOLVED**, that the Board of Commissioners of Butler County, Ohio pursuant to Ohio Revised Code Section 307.15, enters into a reciprocal resolution with the board of trustees of **West Chester** Township to construct, reconstruct, resurface, improve, and repair roads or streets that are located in **West Chester** Township.

**RESOLVED**, that the Board of Commissioners of Butler County, Ohio, and on behalf of the Butler County Engineer, accepts the authority delegated by the board of trustees of **West Chester** Township, pursuant to resolution No. \_\_\_\_\_, pursuant to R.C. 307.15, to: exercise any power, perform any function, or render any services; to prepare all plans, specifications, details, and estimates of cost for the construction, reconstruction, resurfacing, improvement or repair of roads; to take all actions necessary for the construction, reconstruction, resurfacing, improvement, or repair of roads; to prepare invitations to bid and award all contracts in the manner provided by law; and to ensure that all actions necessary and proper to complete the project are in compliance with the Federal requirements pursuant to 2 C.F.R. 200 which includes internal controls (2 CFR 200.303), a procurement policy (2 CFR 200.318(a)), affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible (2 CFR 200.321) and standards of conduct (2 CFR 200.318(b)); and

**RESOLVED**, the Board of Commissioners of Butler County, Ohio, and on behalf of the Butler County Engineer, accepts the authority delegated by the board of trustees of **West Chester** Township, pursuant to resolution No. \_\_\_\_\_, to pay contractors who have been awarded contracts through the Butler County Engineer's Office, with the ARPA funds that have been allocated to **West Chester** Township by the Board of Commissioners of Butler County, Ohio (see attached Exhibit "A"), until the county allocated ARPA funds are exhausted; and

**RESOLVED**, that the Butler County Engineer will be responsible for any and all reporting requirements for the use of ARPA funds for which Butler County was direct recipient and which will be paid by the board of commissioners for this project; and

**RESOLVED**, that the board of trustees of **West Chester** Township shall be responsible for any and all reporting requirements for any ARPA funds for which the Township was the direct recipient and which have been paid by the board of trustees to complete the Township's road repair project; and

**RESOLVED**, that this resolution covers only road improvements contemplated by the current project and that neither the Board of County Commissioners nor the Butler County Engineer assume responsibility for township road maintenance beyond the completion or outside the scope of the current road paving project; and

Butler County Board of Commissioners Resolution

**RESOLVED**, the Board of Commissioners of Butler County, Ohio hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board, which resulted in those formal actions, were in meetings open to the public in compliance with the law.

