

West Chester

— OHIO —

Trustees Meeting Agenda April 9, 2024

Trustees

Lee Wong, Chair
Mark S. Welch
Ann Becker

Fiscal Officer

Bruce Jones
Administrator
Larry D. Burks

5:00 P.M.

Regular Meeting

Mr. Wong

- Convene
- Roll Call
- Pledge

Executive Session

Citizen's Comments

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

Mr. Wong

Presentations

1. Dennis Dick, West Chester Township, Proclamation - National Public Safety Telecommunicators Week
2. Leo Chan, Asia Chamber of America - Asia Pacific Regional Cooperation in Trade & Investments

Mr. Burks

Personnel Items

3. Adm Approve a 4% merit pool for the 2024 merit performance increases; and, a not to exceed 4.5% individual increase for qualified non-contract exempt and non-exempt employees or a 4% lump sum payment for employees who are at the top of their wage scale; and, authorize Township Administrator to approve and apply said merit performance increases effective the pay period closest to July 1, 2024
4. Adm Motion to approve Collective Bargaining Agreement effective January 1, 2024 to December 31, 2026 between West Chester Township Board of Trustees and International Association of Fire Fighters, Local 3518
5. Fire Promote Jason A. Jeffers to the position of Fire Lieutenant effective April 15, 2024 at the hourly rate of \$34.19
6. Fire Promote Marcus E. Fox to the position of Fire Lieutenant effective June 1, 2024 at the hourly rate of \$34.19

Mr. Wong

Action Items - For approval by motion

7. Motion to approve Trustee Meeting Minutes - March 26, 2024
8. Motion to approve payment of bills - March 4, 2024 through March 29, 2024

April 9, 2024

Mr. Burks

Requisitions - Greater than \$7,500.00

- 9. Adm \$ 72,520.86 Frost Brown Todd LLC - Legal Services through February 29, 2024 (various departments)
- 10. Fire \$ 21,739.76 Mobilcomm, Inc. - Upgrade Station Alert systems to interface with Locution Automated Dispatch (CIP 1887)
- 11. Police \$ 70,686.00 Vance Outdoors, Inc. - Purchase 100 duty pistols (CIP 1960)
- 12. Police \$ 38,700.20 Bachman's, Inc. - Replace two HVAC units (CIP 2004)
- 13. Services \$ 306,511.70 National Shotcrete LLC - Repair storm water pipes (CIP 1613)
- 14. Services \$ 126,713.30 Kimco USA, Inc. - Purchase conveyor for loading salt dome (CIP 1922)
- 15. Services \$ 52,813.75 Benchmark Land Management LLC - Replace storm pipe on Sutton Place (CIP 1928)

Mr. Burks

Business Items

- 16. Adm Motion to advertise Request for Proposals for Collection, Disposal & Processing Residential Solid Waste & Recycling 2025 - 2028
- 17. ~~Comm-Dev~~ ~~Motion to declare public nuisance property at 9282 Allen Road~~
- 18. PIE Motion to approve license agreement between West Chester Township Board of Trustees and Union Centre Boulevard Merchant Association for use of Township property at 9285 Centre Pointe Drive and adjacent and ancillary roadways for the Union Centre Food Truck Rally
- 19. Police Motion to apply for the 2024-2025 U.S. Department of Justice Bulletproof Vest Grant; and, authorize Township Administrator to accept said grant if awarded
- 20. Services Motion to approve agreement between West Chester Township Board of Trustees and McGill Smith Punshon, Inc. for the USS Cincinnati Access Road and Parking lot design not to exceed \$45,980.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP 1991)

Resolutions

Citizen's Comments

Discussion Items & Elected Official Comments

Adjourn

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Presentation Item
Submitted By:	
Dennis Dick, Director of Communications and Information Technology	

Motion:
Dennis Dick, West Chester Township, Proclamation - National Public Safety Telecommunicators Week

Background:

Finance	Budgeted Item:	N/A;	
	CIP #:		
	TIF Info:		
	Purchase Order:		Total Encumbrance:

Proclamation

Whereas, emergencies can occur at any time that require police, fire or emergency medical services; and,

Whereas, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the West Chester Communications Center; and,

Whereas, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

Whereas, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

Whereas, Public Safety Telecommunicators of West Chester Township have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

Whereas, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

Now therefore be it resolved, the West Chester Township Board of Trustees declares the week of April 14 through April 20, 2024 to **be National Public Safety Telecommunicators Week in West Chester Township**, in honor of the men and women whose diligence and professionalism keep our Township and citizens safe.

In witness hereof, we have hereunto set our hands and caused the Seal of West Chester Township, Butler County, Ohio to be affixed this 9th day of April in the year two thousand twenty four.

Lee Wong, Chair

Mark S. Welch, Vice Chair

Bruce Jones, Fiscal Officer

Ann Becker, Trustee

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Presentation Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Leo Chan, Asia Chamber of America - Asia Pacific Regional Cooperation in Trade & Investments

Background:

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

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Personnel Item
Submitted By:	
Tonya Pointer, Director of Human Resources	

Motion:
Approve a 4% merit pool for the 2024 merit performance increases; and, a not to exceed 4.5% individual increase for qualified non-contract exempt and non-exempt employees or a 4% lump sum payment for employees who are at the top of their wage scale; and, authorize Township Administrator to approve and apply said merit performance increases effective the pay period closest to July 1, 2024

Background:
<p>In February 2006, the Trustees adopted the merit compensation program for all qualified non-contract, exempt and non-exempt employees and have periodically revised related policies and procedures governing the program. The program has been successfully implemented with favorable results.</p> <p>Annually, the Board considers percentages for a merit pool based on applicable current payroll and for a not to exceed increase for any individual non-contract employee’s merit performance. After extensive research, staff presents for consideration a 4% merit pool based on current payroll and a not to exceed 4.5% increase for any individual employee’s merit performance or a 4% lump sum payment for employees who are at the top of their wage scale for 2024. The requested percentages for merit pool consideration and not to exceed merit increase for individual employees are consistent with median increases projected and awarded across all employee categories, industries, and regions in the public and private sectors.</p> <p>The Township’s financial reserves are stable and West Chester’s financial solvency in 2024 places it in a position to award merit performance increases. Using the current payroll for non-contract eligible employees, a 4% pool calculates to an available pool for department allocation of approximately \$212,930.06. This amount includes approximately \$10,018.22 for Part-time Firefighter and Fire Inspector wage increases; these positions are not subject to the merit system. Due to actual merit increase awards generally being less than 4% and prorating the merit increases of those employees completing probation after July 1st, the actual amount awarded is expected to be lower.</p>

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

2024 Wage Increase Proposal

TUESDAY, MARCH 26, 2024

- Wage adjustments: Merit pool
 - Merit Pool
 - Non-union employees
 - Merit Pool: 4.0% of total non-union payroll
 - Individual max. increase: 4.5%
 - Up 4% lump sum for employees who are maxed out
 - 4.0% flat increase for Part-time Firefighters and Fire Inspectors
 - Maximum merit pool: \$212,930.06 for 83 positions
 - Change from 2023: \$17,192.59 (8.78%)
 - We have added new positions (PT Mechanic, Foreman, 2 Part-time Admin Professionals/Interns, Project Manager)
 - In 2023, reduced the number of Part-time Firefighters
 - Non-fire personnel merit pool: \$202,911.84
 - Part-time Firefighters: \$10,018.22
 - Total cost: \$212,930.06 (.53% salary budget)
- In 2018, a formula was created to establish an appropriate merit increase pool. This framework results a merit increase of 4.7%.

Feb. 2024 Annual	3.20
Inflation (CPI)	%
Recommended Merit	1.00
Increase	%
Addition amt. for High	0.50
Performers	%
	<hr/>
	4.70
	%

6/25/23 Merit Increase Summary

EMPLOYEE POPULATION

- 80 non-contract positions included in pool
- Employees awarded increase on 6/25/23
 - 52 full-time non-contract employees
 - 13 part-time Fire employees

MERIT POOL

- Total Pool: \$195,737.47
- Percent of merit pool utilized as of 6/25/23: 85.02%
- Some funding will not be used due to ineligibility or vacancy in the position
 - Estimated unused funds: \$19,338.86
 - Estimated unused percent: 9.88%

MERIT INCREASE AWARDS

- Average Merit Increase: 4.08%
- Merit increase by percent interval:

MERIT % INTERVAL	NUMBER AWARDED	PERCENT OF TOTAL
2.00% - 2.49%	1	2.0%
2.5% - 2.99%	1	2.0%
3.0% - 3.49%	4	7.7%
3.5% - 3.99%	9	17.3%
4.0% - 4.50%	37	71.0%

- 96% of employees received 3% - 4.5% merit increase
- 4% of total received less than 2% due to performance or prorated increase

BUDGET IMPACT

- Total awarded for non-contract employees: \$ 155,989.31
- Total awarded for part-time fire: \$ 10,431.20
- Total awarded: \$ 166,420.51
- Total payroll increase: .42%

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Personnel Item
Submitted By:	
Lisa Brown, Assistant Township Administrator	

Motion:
Motion to approve Collective Bargaining Agreement effective January 1, 2024 to December 31, 2026 between West Chester Township Board of Trustees and International Association of Fire Fighters, Local 3518

Background:
<p>Administration and Fire Department leadership began negotiating the renewal of the Collective Bargaining Agreement (CBA) between West Chester Township and the IAFF Local 3518 in early November. We held six negotiations with the IAFF negotiating team and made great movement forward during each session. However, at the sixth meeting we concluded that we were at impasse for the last few items. Three mediation sessions were held to work through the provisions we were stuck on, and a tentative agreement was reached at the conclusion of mediation.</p> <p>IAFF Local 3518 voted on and approved the agreement at a union meeting on March 28, 2024. The agreement is equitable and fair, providing reasonable benefit to both the Township and the Union. A summary of the most impactful changes are below.</p> <ul style="list-style-type: none"> • Wage Increases. Annual wage increases are in line with wage increases provided to other WCT bargaining units in the recent past. WCT’s financial outlook is favorable, and thanks to the support of the West Chester community a Fire service levy was passed that will sustain the wage increases. Wage increases will be retroactive to January 2024. The annual wage increases are as follows: <ul style="list-style-type: none"> o 2024: 4.0% o 2025: 3.5% o 2026: 3.0% o One Time Base Wage Adjustment of \$1,000 effective January 1, 2026. o Annual Lump Sum Payments (not on the Base Wage) of \$1,000. • Injury and Light Duty. Employees on injury leave are required to work light duty unless a physician documents inability to perform light duty. Employees must provide updates regarding light duty restrictions every 30 days. The parties agreed to language concerning use of sick leave associated with a job-related injury. The Township may request an employee receiving injury leave submit to a medical examination by a mutually agreed upon physician. • Health Insurance. The Platinum Plan was eliminated and HRA, FSA, and HSA benefits are provided at rates equal to other bargaining units and non-union employees. • Sick Leave. Family Sick Leave was expanded to allow unlimited usage of sick leave to care for a family member. Occurrences were added to the contract: Consecutive absences for the same reason shall count as an “occurrence.” Once an employee accrued 5 occurrences in a rolling 12-month period, he or she will be subject to progressive discipline. FMLA leave does not count towards occurrences. • Holidays. Same holiday language as other bargaining units.

Finance	Budgeted Item:	N/A;
	CIP #:	
	TIF Info:	

	Purchase Order:		Total Encumbrance: \$.00
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AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Personnel Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Promote Jason A. Jeffers to the position of Fire Lieutenant effective April 15, 2024 at the hourly rate of \$34.19

Background:
<p>The Fire Department will realize two Lieutenant vacancies due to retirements and would like to recommend that the Board consider Firefighter Jason Jeffers to be promoted to the position of Fire/EMS Lieutenant, filling one of the vacancies.</p> <p>Firefighter Jeffers began his fire service career with the West Chester Fire Department when he was hired as a Firefighter/Paramedic in 2019. Firefighter Jeffers scored high among his peers throughout the promotional testing process and the Fire Department recommends the Board approve the promotion of Firefighter Jason Jeffers to Fire/EMS Lieutenant effective April 15, 2024.</p>

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



**WEST CHESTER TOWNSHIP
ADMINISTRATION**

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

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

westchesteroh.org

April 9, 2024

Mr. Jason Jeffers

Dear Mr. Jeffers:

I am pleased to offer you the position of Fire Lieutenant for West Chester Township. Although your official appointment will be April 9, 2024 at a regular West Chester Board of Trustees' meeting with an effective hire date April 15, 2024, the commitment to you regarding compensation, benefits, and related provisions is outlined herein:

General

Position: Fire Lieutenant
Employer: West Chester Township
Effective Promotion Date: April 15, 2024
Probationary Period: 365 days commencing on Promotion Date

Compensation

Base Salary: \$34.19 per hour (rate may change with contract ratification)

Benefits/Other Provisions

Benefits and other provisions will remain unchanged

Sincerely,

Larry D. Burks
Township Administrator

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Personnel Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Promote Marcus E. Fox to the position of Fire Lieutenant effective June 1, 2024 at the hourly rate of \$34.19

Background:
<p>The Fire Department will realize two Lieutenant vacancies due to retirements and would like to recommend that the Board consider Firefighter Marcus Fox to be promoted to the position of Fire/EMS Lieutenant, filling one of the vacancies.</p> <p>Firefighter Fox began his fire service career with the West Chester Fire Department when he was hired as a Firefighter/Paramedic in 2011. Firefighter Fox scored high among his peers throughout the promotional testing process and the Fire Department recommends the Board approve the promotion of Firefighter Marcus Fox to Fire/EMS Lieutenant effective June 1, 2024.</p>

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



**WEST CHESTER TOWNSHIP
ADMINISTRATION**

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

T | 513-777-5900
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westchesteroh.org

April 9, 2024

Mr. Marcus Fox

Dear Mr. Fox:

I am pleased to offer you the position of Fire Lieutenant for West Chester Township. Although your official appointment will be April 9, 2024 at a regular West Chester Board of Trustees' meeting with an effective hire date June 1, 2024, the commitment to you regarding compensation, benefits, and related provisions is outlined herein:

General

Position: Fire Lieutenant
Employer: West Chester Township
Effective Promotion Date: June 1, 2024
Probationary Period: 365 days commencing on Promotion Date

Compensation

Base Salary: \$34.19 per hour (rate may change with contract ratification)

Benefits/Other Provisions

Benefits and other provisions will remain unchanged

Sincerely,

Larry D. Burks
Township Administrator

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve Trustee Meeting Minutes - March 26, 2024

Background:

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

Record of Proceedings: March 26, 2024 West Chester Township Board of Trustees - Regular Meeting

Convene: Chairperson Wong convened the meeting at 5:02 p.m.

Roll Call: Mr. Wong, Mr. Welch, and Mrs. Becker responded.

Pledge of Allegiance: Repeated by those present.

At 5:04 p.m., Mr. Wong motioned to recess the Regular meeting and go into Executive Session with legal counsel for the purpose of: (1) Conferencing with an attorney for the Township concerning disputes involving the Township that are the subject of pending or imminent court action. O.R.C. 121.22(G)(3); (2) to consider compensation of a public employee or official. O.R.C. 121.22(G)(1); (3) to consider the purchase of property for public purposes, the sale of property by competitive bid, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code. O.R.C. 121.22(G)(2); (4) considering confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance or negotiating with other political subdivisions respecting requests for economic development assistance. The information to be discussed is directly related to a request for economic development assistance that is to be provided under any of the Revised Code provisions set forth in O.R.C. 121.22(G)(8)(a) or involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

Mr. Wong then requested that Mr. Jones conduct a roll call to determine that executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project and that the criteria specified in O.R.C. 121.22(G)(8)(a) and (b) apply. All Trustees responded affirmatively to the roll call.

MOTION made by Mrs. Becker, seconded by Mr. Welch to recess the Regular meeting and go into Executive Session. Discussion: none. **Motion carried unanimously.** Mr. Wong said the Board would return to adjourn the Executive Session and to resume the Regular meeting. Mr. Wong declared the meeting in recess.

Post Executive Session/ Adjournment

MOTION made at 6:05 p.m. by Mrs. Becker to adjourn the Executive Session and resume the March 26, 2024. Regular meeting, seconded by Mr. Welch. Discussion: none. **Motion carried unanimously.**

Citizen's Comments

There were no citizen's comments.

Presentations

Jack Dominic, National Voice of America Museum of Broadcasting, gave an update on the VOA Museum of Broadcasting.

Personnel Items

MOTION made by Mrs. Becker, seconded by Mr. Welch, to accept various employee resignations per an attached report. Discussion: none. **Motion carried unanimously.**

Action Items – For Approval by Motion

MOTION made by Mr. Welch, seconded by Mrs. Becker, to approve the Trustee Meeting Minutes for March 12, 2024. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to approve payment of bills – March 11, 2024 through March 15, 2024. Discussion: none. **Motion carried unanimously.**

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

Requisitions – Greater than \$7,500.00

5. Adm \$19,635.00 Pinecrest Nursery - Install new retaining wall in Administration courtyard (CIP 1993)
6. Adm \$17,500.00 President and Fellows of Harvard College - Purchase tuition, housing, and curricular materials for Administrator Burks
7. Fire \$63,249.47 Bound Tree Medical LLC - Purchase EMS supplies for annual bulk order
8. Fire \$19,415.00 Teleflex LLC - Purchase EMS supplies for annual bulk order
9. Fire \$18,628.55 Penn Care, Inc. - Purchase EMS supplies for annual bulk order
10. Fire \$12,909.90 Stryker Sales LLC - Purchase EMS supplies for annual bulk order
11. PIE \$9,396.00 VIP Printing Center - Print Summer 2024 Community Report
12. Police \$17,241.25 DataWorks Plus LLC - Replace and upgrade LiveScan system (CIP 1961) March 26, 2024
13. Services \$63,691.40 Jamie's Mulch and Topsoil, Inc. - Maintain infield landscaping areas At Union Centre Blvd DDI
14. Services \$30,000.00 Emcor Facilities Services, Inc.– Allocate cleaning fees for Muhlhauser Barn

MOTION made by Mrs. Becker, seconded by Mr. Welch, to approve payment of requisitions 5 through 14. Discussion: In response to Mr. Welch's question about item 13, Mr. Burks said that pays for maintenance for the year. In response to Mrs. Becker's question, Services Director Hindupur said Jamie's would be maintaining roundabout beginning this year. **Motion carried unanimously.**

Business Items

MOTION made by Mr. Welch, seconded by Mrs. Becker, to approve 2024 financial contribution to the National Voice of America Museum of Broadcasting in the amount of \$50,000.00. Discussion: Mr. Welch commented on the value the VOA Museum brings to West Chester, and Mrs. Becker expressed her appreciation for the VOA museum volunteers. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to continue Township Volunteer services, committees, and boards. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to approve Service Agreement between West Chester Township Board of Trustees and Plante & Moran, LLC for consulting services for Tyler Technology ERP software solution not to exceed \$90,000.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP 1807). Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mrs. Becker, to not object to a new D2, D3 liquor permit for Los Cochos LLC, dba Miguerrero Taqueria & Bar, 9536 Cincinnati Columbus Road Suite 24 B, C, & D. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to approve Statutory Resolution 18-2024 finding five Ford Explorer Police Interceptors not needed or unfit for Township use; authorizing the sale of said vehicles to Butler Tech Public Safety Education Center. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to accept bid and approve contract between West Chester Township Board of Trustees and Jackson Construction, Inc. for the 2024 Curb Replacement Program not to exceed \$1,286,452.20; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract. (CIP 1612 and 1936) Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mrs. Becker, to accept bid and approve contract between West Chester Township Board of Trustees and Benchmark Land Management LLC for the 2024 Storm Water Pipe Replacement Program not to exceed \$649,362.67; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said contract (CIP 1613) Discussion: In response to Mrs. Becker's question, Finance Director Ken Keim said almost all of the ARPA funds have been used. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Welch, to advertise Request for Qualifications for consultants for small project selection. Discussion: none. **Motion carried unanimously.**

MOTION made by Mr. Welch, seconded by Mrs. Becker, to approve agreement between West Chester Township Board of Trustees and CTL Engineering, Inc. for geotechnical engineering not to exceed \$25,500.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP 1221 and 292). Discussion: none. **Motion carried unanimously.**

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 No. 17-2024 approving Major Change for Case # MC 01-24 Keefe, Tract 1; Floor and Décor.

MOTION made by Mrs. Becker, seconded by Mr. Welch, to approve Resolution No. 17-2024. Discussion: none. **Motion carried unanimously.**

Discussion Items & Elected Official Comments

Mr. Welch thanked Mr. Burks for organizing the volunteers list. He also observed a fundraiser for the West Chester Symphony Orchestra.

Mrs. Becker observed the West Chester Firefighter's Annual Easter Egg Hunt was the coming Saturday at Keehner Park.

In response to Mr. Jones's question, Public Information and Engagement Director Barb Wilson explained how the WCTV audio was improved for the viewing audience.

Mr. Burks expressed his best wishes to the people working on the fallen Baltimore bridge, as well as to the families of those who died. He also announced the Governor's new law enforcement accreditation program., which our police department already fulfills.

Adjournment

MOTION made at 6:55 p.m. by Mrs. Becker, seconded by Mr. Welch, to adjourn the March 26, 2024 Regular meeting. Discussion: none. **Motion carried unanimously.**

Respectfully Submitted,

Approved,

Bruce Jones, Fiscal Officer

Lee Wong, Chairperson

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve payment of bills - March 4, 2024 through March 29, 2024

Background:

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

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1685	03/08/2024	MANUAL	003159 Charter Communications	91.99			
	INVOICE NO		ACCOUNT		AMOUNT		
	0371380 02/24/24		1010-CD-CD00-55020-000000-		91.99		
1689	03/04/2024	MANUAL	002837 First Financial Bank Cred Domino's 2/3/24	94.50	94.50		
1690	03/04/2024	MANUAL	002837 First Financial Bank Cred Userway 2/24/24	490.00	490.00		
1691	03/04/2024	MANUAL	002837 First Financial Bank Cred Govt Social 2/27/24	898.00	898.00		
1692	03/04/2024	MANUAL	002837 First Financial Bank Cred Exxon 2/6/24	55.00	55.00		
1693	03/04/2024	MANUAL	002837 First Financial Bank Cred Harbor 2/1/24	524.99	524.99		
1694	03/04/2024	MANUAL	002837 First Financial Bank Cred Trubyhilton 2/7/24	327.00	327.00		
1695	03/04/2024	MANUAL	002837 First Financial Bank Cred Trubyhilton-B 2/7/24	327.00	327.00		
1696	03/04/2024	MANUAL	002837 First Financial Bank Cred UPS 2/12/24	18.15	18.15		
1697	03/04/2024	MANUAL	002837 First Financial Bank Cred Jendco 2/15/24	15.00	15.00		
1698	03/04/2024	MANUAL	002837 First Financial Bank Cred PODS 2/19/24	164.00	164.00		
1699	03/04/2024	MANUAL	002837 First Financial Bank Cred credit event 2/21/24	-74.00	-74.00		
1700	03/04/2024	MANUAL	002837 First Financial Bank Cred Renaissance 2/23/24	492.80	492.80		
1701	03/05/2024	MANUAL	002837 First Financial Bank Cred Authorize.Net 2/2/24	12.90	12.90		
1702	03/05/2024	MANUAL	002837 First Financial Bank Cred Event Laserfiche 2/6	387.76	387.76		
1703	03/05/2024	MANUAL	002837 First Financial Bank Cred Delta 2/27/24	862.20	862.20		
1704	03/07/2024	MANUAL	004247 Ohio Business Gateway	2,322.51			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	Feb 2024	SDIT	1010-00-0000-23040-000000-000000		2,322.51		
1705	03/07/2024	MANUAL	004247 Ohio Business Gateway	40,387.04			
	INVOICE NO		ACCOUNT		AMOUNT		
	Feb 2024	Oh State	1010-00-0000-23020-000000-000000		40,387.04		
1706	03/07/2024	MANUAL	004247 Ohio Business Gateway	5,633.11			
	Feb 2024	Local	1010-00-0000-23030-000000-000000		5,633.11		
1707	03/07/2024	MANUAL	004244 Kentucky Dept of Revenue	554.24			
	Feb 2024		1010-00-0000-23020-000000-000000		554.24		
1708	03/05/2024	MANUAL	002837 First Financial Bank Cred	61.42			
	Sig Sauer 1/31/24		2090-PD-PD00-54550-000000-		61.42		
1709	03/05/2024	MANUAL	002837 First Financial Bank Cred	58.75			
	Impact Radio 2/2/24		2090-PD-PD00-54010-000000-		58.75		
1710	03/05/2024	MANUAL	002837 First Financial Bank Cred	954.50			
	Courtyard 2/9/24		2250-PD-PD00-53410-000000-		954.50		
1712	03/05/2024	MANUAL	002837 First Financial Bank Cred	129.00			
	Kalahari 2/12/24		2250-PD-PD00-53410-000000-		129.00		
1713	03/05/2024	MANUAL	002837 First Financial Bank Cred	325.00			
	NKU Comm 2/16/24		2090-PD-PD00-53190-000000-		325.00		
1714	03/05/2024	MANUAL	002837 First Financial Bank Cred	81.20			
	Party City 2/27/24		2090-PD-PD00-56040-000000-		81.20		
1715	03/05/2024	MANUAL	002837 First Financial Bank Cred	48.00			
	ohio Div 1/29/24		1010-SV-SV00-53410-000000-		48.00		
1716	03/05/2024	MANUAL	002837 First Financial Bank Cred	114.99			
	Bibibop 2/2/24		1010-SV-SV00-54530-000000-		114.99		
1717	03/05/2024	MANUAL	002837 First Financial Bank Cred	35.76			
	walmart 2/9/24		1010-PK-PK10-56030-ARMCHR-		35.76		
1718	03/05/2024	MANUAL	002837 First Financial Bank Cred	9.00			
	Party City 2/23/24		1010-PK-PK10-56030-NTRBSK-		9.00		
1719	03/05/2024	MANUAL	002837 First Financial Bank Cred	35.76			
	WM Superctr 2/23/24		1010-PK-PK10-56030-ARMCHR-		35.76		
1720	03/05/2024	MANUAL	002837 First Financial Bank Cred	670.99			
	SAI 2/23/24		2010-RD-RD00-53170-000000-		670.99		
1721	03/05/2024	MANUAL	002837 First Financial Bank Cred	100.00			
	CPIM 2/9/24		1010-AD-AD00-53410-000000-		100.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1722	03/05/2024	MANUAL	002837 First Financial Bank Cred	499.00			
			INVOICE NO	ACCOUNT	AMOUNT		
			Microsoft 2/5/24	1010-AD-AD00-54830-000000-	54.89		
			Microsoft 2/5/24	1010-CD-CD00-54830-000000-	54.89		
			Microsoft 2/5/24	2010-RD-RD00-54830-000000-	54.89		
			Microsoft 2/5/24	2070-PI-PI00-54830-000000-	54.89		
			Microsoft 2/5/24	2090-DS-DS00-54830-000000-	54.89		
			Microsoft 2/5/24	2090-PD-PD00-54830-000000-	54.89		
			Microsoft 2/5/24	2100-DS-DS00-54830-000000-	59.88		
			Microsoft 2/5/24	2100-FD-FD00-54830-000000-	54.89		
			Microsoft 2/5/24	2110-EM-EM00-54830-000000-	54.89		
1723	03/06/2024	MANUAL	000780 Lowes	376.20			
	981946		1010-PK-PK03-53530-000000-		376.20		
1724	03/06/2024	MANUAL	000780 Lowes	352.22			
	985287		2040-RD-RD00-54550-IHCLVT-		352.22		
1725	03/06/2024	MANUAL	000780 Lowes	-21.50			
	915279		2040-RD-RD00-54550-IHCLVT-		-21.50		
1726	03/06/2024	MANUAL	000319 Home Depot	128.82			
	8012548		1010-PK-PK03-54010-000000-		128.82		
1727	03/06/2024	MANUAL	000319 Home Depot	-76.48			
	8203889		1010-PK-PK03-54010-000000-		-76.48		
167921	03/08/2024	PRINTED	000753 Great American Financial	495.00			
	03/08/24		1010-00-0000-22010-000000-000000		495.00		
167922	03/08/2024	PRINTED	004184 Ohio Child Support Paymen	2,754.10			
	3/8/24		1010-00-0000-22010-000000-000000		2,754.10		
167923	03/08/2024	PRINTED	000755 Ohio Public Employees Def	25,639.77			
	Oh Dfrd 03/08/24		1010-00-0000-22520-000000-000000		25,639.77		
167924	03/08/2024	PRINTED	001329 Security Benefit Group	8,670.00			
	611021 03/08/24		1010-00-0000-22010-000000-000000		1,630.00		
	611021 03/08/24		1010-00-0000-22520-000000-000000		7,040.00		
401334	03/08/2024	EFT	002422 AFSCME Ohio Council 8, Lo	470.05			
	03/08/24 Union Dues		1010-00-0000-22510-000000-000000		470.05		
401335	03/08/2024	EFT	000754 F.O.P. Lodge #186	2,092.50			
	FOP 186 03/08/24		1010-00-0000-22510-000000-000000		2,092.50		
401336	03/08/2024	EFT	004146 FOP Ohio Labor Council	720.64			
	146802		1010-00-0000-22510-000000-000000		720.64		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
			46 CHECKS	CASH ACCOUNT TOTAL	98,308.88		.00

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
46 CHECKS	FINAL TOTAL	98,308.88	.00

** END OF REPORT - Generated by Felicia Krutka **

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1728	03/11/2024	MANUAL	003159 Charter Communications	360.04			
	INVOICE NO		ACCOUNT		AMOUNT		
	135356201		2100-FD-FD00-55060-000000-		360.04		
1730	03/11/2024	MANUAL	004247 Ohio Business Gateway	232.62			
	Feb 2024 Local (3)		1010-00-0000-23030-000000-000000		232.62		
1731	03/12/2024	MANUAL	003159 Charter Communications	191.14			
	135356201030124		2100-FD-FD00-55060-000000-		191.14		
1732	03/12/2024	MANUAL	003159 Charter Communications	388.21			
	135356301030724		2070-PI-PI00-55060-000000-		388.21		
1733	03/12/2024	MANUAL	002837 First Financial Bank Cred	60.00			
	Rozzi 2/6/24		2100-FD-FD00-53410-000000-		60.00		
1734	03/12/2024	MANUAL	002837 First Financial Bank Cred	54.80			
	EZPass 2/14/24		2100-FD-FD00-53410-000000-		54.80		
1735	03/12/2024	MANUAL	002837 First Financial Bank Cred	350.00			
	LLRMI 2/14/24		2100-FD-FD00-53410-000000-		350.00		
1736	03/13/2024	MANUAL	002837 First Financial Bank Cred	225.00			
	ICMA 2/6/24		1010-CD-CD00-53170-000000-		225.00		
1737	03/13/2024	MANUAL	002837 First Financial Bank Cred	475.00			
	IEDC 2/6/24		1010-CD-CD00-53170-000000-		475.00		
1738	03/13/2024	MANUAL	002837 First Financial Bank Cred	250.00			
	Natl Com 2/6/24		1010-CD-CD00-53170-000000-		250.00		
1739	03/13/2024	MANUAL	002837 First Financial Bank Cred	295.00			
	American 2/7/24		1010-CD-CD00-53170-000000-		295.00		
1740	03/13/2024	MANUAL	002837 First Financial Bank Cred	60.02			
	DD McAlister 2/17/24		1010-AD-HR00-54530-000000-		60.02		
1741	03/13/2024	MANUAL	002837 First Financial Bank Cred	7.25			
	Miltons 2/16/24		1010-AD-HR00-54530-000000-		7.25		
1742	03/13/2024	MANUAL	002837 First Financial Bank Cred	33.29			
	DD Penn 2/17/24		1010-AD-HR00-54530-000000-		33.29		
1743	03/13/2024	MANUAL	000917 BWC	117,677.08			
	1017586890		1010-AD-AD00-52240-000000-		5,291.39		
	1017586890		1010-AD-AD02-52240-000000-		307.09		
	1017586890		1010-AD-AD03-52240-000000-		160.25		
	1017586890		1010-CD-CD00-52240-000000-		2,674.49		
	1017586890		1010-PK-PK00-52240-000000-		826.67		
	1017586890		1010-SV-SV00-52240-000000-		1,392.14		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	1017586890		2040-RD-RD00-52240-000000-		5,399.65		
	INVOICE NO		ACCOUNT		AMOUNT		
	1017586890		2050-CE-CE00-52240-000000-		799.16		
	1017586890		2070-PI-PI00-52240-000000-		1,658.19		
	1017586890		2090-DS-DS00-52240-000000-		4,010.18		
	1017586890		2090-PD-PD00-52240-000000-		47,414.43		
	1017586890		2100-DS-DS00-52240-000000-		2,159.33		
	1017586890		2100-FD-FD00-52240-000000-		42,053.09		
	1017586890		2110-EM-EM00-52240-000000-		3,175.46		
	1017586890		5080-RD-RD00-52240-000000-		355.56		
1744	03/13/2024	MANUAL	002837 First Financial Bank Cred Rheem 2/15/24	124.65	124.65		
1745	03/13/2024	MANUAL	002837 First Financial Bank Cred Holiday 2/22/24	420.33	420.33		
1746	03/13/2024	MANUAL	002837 First Financial Bank Cred Hilton 2/9/24	415.00	415.00		
1747	03/13/2024	MANUAL	002837 First Financial Bank Cred Renaissance 2/23/24	347.18	347.18		
1748	03/13/2024	MANUAL	000319 Home Depot 1013289	554.05	554.05		
1749	03/13/2024	MANUAL	000319 Home Depot 1971978	93.96	93.96		
1750	03/13/2024	MANUAL	000319 Home Depot 9013502 9013502	126.42	63.21 63.21		
1751	03/13/2024	MANUAL	000319 Home Depot 3012085	86.99	86.99		
1752	03/13/2024	MANUAL	000319 Home Depot 8012570	40.49	40.49		
1753	03/15/2024	MANUAL	003159 Charter Communications 0227194 03/01/24	83.94	83.94		
1754	03/14/2024	MANUAL	000780 Lowes 976115 976115	124.52	61.94 62.58		
1755	03/14/2024	MANUAL	000780 Lowes 994301	104.45	104.45		
1756	03/12/2024	MANUAL	000319 Home Depot	21.52			

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
5013984			2010-RD-RD00-54010-000000-		21.52		
167925	03/11/2024	PRINTED	000615 Altafiber	4,318.12			
			INVOICE NO		AMOUNT		
			874-1960 Mar 24	2090-PD-PD00-55010-000000-	44.10		
			874-6805 Mar 24	1010-AD-AD00-55010-000000-	1.49		
			874-6805 Mar 24	1010-CD-CD00-55010-000000-	.99		
			874-6805 Mar 24	2030-RD-RD00-55010-000000-	10.88		
			874-6805 Mar 24	2090-PD-PD00-55010-000000-	36.13		
			874-6958 Mar 24	1010-AD-AD00-55010-000000-	1.33		
			874-6958 Mar 24	1010-CD-CD00-55010-000000-	.88		
			874-6958 Mar 24	2030-RD-RD00-55010-000000-	9.70		
			874-6958 Mar 24	2090-PD-PD00-55010-000000-	32.19		
			942-4910 Mar 24	1010-AD-AD00-55010-000000-	5.29		
			942-4910 Mar 24	1010-CD-CD00-55010-000000-	3.52		
			942-4910 Mar 24	2030-RD-RD00-55010-000000-	38.74		
			942-4910 Mar 24	2090-PD-PD00-55010-000000-	128.55		
			942-6275 Mar 24	1010-AD-AD00-55010-000000-	2.95		
			942-6275 Mar 24	1010-CD-CD00-55010-000000-	1.97		
			942-6275 Mar 24	2030-RD-RD00-55010-000000-	21.59		
			942-6275 Mar 24	2090-PD-PD00-55010-000000-	71.66		
			103-0375 Mar 24	1010-PK-PK12-55010-000000-	49.99		
			103-0718 Mar 24	1010-PK-PK11-55010-000000-	70.99		
			116-4535 Mar 24	2090-PD-PD00-55010-000000-	90.63		
			118-3476 Mar 24	1010-PK-PK04-55010-000000-	40.00		
			121-4393 Mar 24	2100-FD-FD00-55010-000000-	74.98		
			122-6977 Mar 24	2100-FD-FD00-55010-000000-	74.98		
			127-1428 Mar 24	2100-FD-FD00-55010-000000-	98.98		
			127-7424 Mar 24	2100-FD-FD00-55010-000000-	74.98		
			D13-3498 Mar 24	1010-AD-AD00-55010-000000-	185.25		
			D13-3498 Mar 24	2030-RD-RD00-55010-000000-	22.75		
			D13-3498 Mar 24	2070-PI-PI00-55010-000000-	6.50		
			D13-3498 Mar 24	2090-PD-PD00-55010-000000-	74.75		
			D13-3498 Mar 24	2100-FD-FD00-55010-000000-	2,960.75		
			131-2728 Mar 24	2030-RD-RD00-55010-000000-	80.63		
167926	03/11/2024	PRINTED	000066 Art's Rental Equipment		4,400.00	1	03/12/2024
			1106610B-6	2020-RD-RD00-53550-WINTER-	4,400.00		
167927	03/11/2024	PRINTED	004003 Butler County Engineer's Contract 2022-01	8,534.47	8,534.47		
			2180-00-0000-57040-000000-				
167928	03/11/2024	PRINTED	004190 Butler County Sheriff's O	474.94			
			6459	2090-DS-DS00-54010-000000-	237.47		
			6459	2100-DS-DS00-54010-000000-	237.47		
167929	03/11/2024	PRINTED	004241 City of Franklin		169.99	1	03/12/2024
			Feb 2024	1010-00-0000-23030-000000-000000	169.99		
167930	03/11/2024	PRINTED	004240 City of Wyoming		43.99	1	03/12/2024

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	Feb 2024		1010-00-0000-23030-000000-000000		43.99		
167931	03/11/2024	PRINTED	001334 Duke Energy	238.23			
		INVOICE NO	ACCOUNT		AMOUNT		
		910117891746	Feb 24 1010-AD-AD00-55060-000000-		209.27		
		910119395842	Feb 24 1010-LT-LT00-55040-000000-		28.96		
167932	03/11/2024	PRINTED	004024 Duke Energy	23,547.62			
		910117892169	Mar 24 5070-LT-LT01-55040-000000-		383.56		
		910117891134	Mar 24 5070-LT-LT01-55040-000000-		176.09		
		910117893277	Mar 24 5070-LT-LT02-55040-000000-		765.95		
		910117892218	Mar 24 5070-LT-LT04-55040-000000-		1,411.65		
		910117892911	Mar 24 5070-LT-LT05-55040-000000-		278.30		
		910117891233	Mar 24 5070-LT-LT06-55040-000000-		1,737.37		
		910117893590	Mar 24 5070-LT-LT07-55040-000000-		2,444.92		
		910119395975	Mar 24 5070-LT-LT08-55040-000000-		151.77		
		910117891366	Mar 24 5070-LT-LT09-55040-000000-		540.31		
		910117893649	Mar 24 5070-LT-LT10-55040-000000-		1,170.87		
		910117891514	Mar 24 5070-LT-LT11-55040-000000-		1,255.35		
		910117891415	Mar 24 5070-LT-LT12-55040-000000-		668.93		
		910117892250	Mar 24 5070-LT-LT12-55040-000000-		366.97		
		910117892630	Mar 24 5070-LT-LT13-55040-000000-		2,301.36		
		910119396067	Mar 24 5070-LT-LT16-55040-000000-		318.28		
		910119395800	Mar 24 5070-LT-LT16-55040-000000-		117.65		
		910119396091	Mar 24 5070-LT-LT16-55040-000000-		142.72		
		910117892490	Mar 24 5070-LT-LT17-55040-000000-		2,184.01		
		910119395686	Mar 24 5070-LT-LT19-55040-000000-		284.89		
		910117891564	Mar 24 5070-LT-LT19-55040-000000-		354.78		
		910119395892	Mar 24 5070-LT-LT19-55040-000000-		658.61		
		910117892838	Mar 24 5070-LT-LT19-55040-000000-		270.06		
		910117893053	Mar 24 5070-LT-LT19-55040-000000-		163.29		
		910117891960	Mar 24 5070-LT-LT20-55040-000000-		435.35		
		910117891332	Mar 24 5070-LT-LT22-55040-000000-		121.10		
		910117892119	Mar 24 5070-LT-LT22-55040-000000-		208.55		
		910117892341	Mar 24 5070-LT-LT24-55040-000000-		197.37		
		910117892721	Mar 24 5070-LT-LT25-55040-000000-		734.35		
		910119395727	Mar 24 5070-LT-LT26-55040-000000-		105.09		
		910117152342	Mar 24 5070-LT-LT03-55040-000000-		340.04		
		910117152384	Mar 24 5070-LT-LT03-55040-000000-		1,113.18		
		910117152417	Mar 24 5070-LT-LT03-55040-000000-		815.36		
		910117152459	Mar 24 5070-LT-LT14-55040-000000-		318.07		
		910117801798	Mar 24 5070-LT-LT28-55040-000000-		633.46		
		910119133256	Mar 24 5070-LT-LT29-55040-000000-		378.01		
167933	03/11/2024	PRINTED	004024 Duke Energy	1,032.97			
		910117891465	Mar 24 5070-LT-LT15-55040-000000-		80.09		
		910119395933	Mar 24 5070-LT-LT16-55040-000000-		54.94		
		910119396017	Mar 24 5070-LT-LT19-55040-000000-		61.46		
		910117891605	Mar 24 5070-LT-LT22-55040-000000-		36.95		
		910117891704	Mar 24 5070-LT-LT22-55040-000000-		26.24		

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
910117891928	Mar 24		5070-LT-LT22-55040-000000-		47.66		
		INVOICE NO	ACCOUNT		AMOUNT		
		910117893095	Mar 24 5070-LT-LT22-55040-000000-		58.39		
		910117893491	Mar 24 5070-LT-LT22-55040-000000-		47.66		
		910117891085	Mar 24 5070-LT-LT23-55040-000000-		58.28		
		910117196609	Mar 24 5070-LT-LT10-55040-000000-		50.06		
		910117892789	Mar 24 5070-LT-LT22-55040-000000-		38.57		
		910117892309	Mar 24 5070-LT-LT22-55040-000000-		30.74		
		910117893235	Mar 24 5070-LT-LT22-55040-000000-		17.87		
		910117892060	Mar 24 5070-LT-LT25-55040-000000-		29.27		
		910118665792	Mar 24 5070-LT-LT25-55040-000000-		41.85		
		910117891283	Mar 24 5070-LT-LT25-55040-000000-		28.58		
		910117893467	Mar 24 5070-LT-LT25-55040-000000-		23.28		
		910117891184	Mar 24 5070-LT-LT25-55040-000000-		50.88		
		910117892391	Mar 24 5070-LT-LT27-55040-000000-		88.21		
		910118107656	Mar 24 5070-LT-LT27-55040-000000-		23.17		
		910117892888	Mar 24 5070-LT-LT27-55040-000000-		29.96		
		910118404280	Mar 24 5070-LT-LT27-55040-000000-		31.45		
		910117401978	Mar 24 5070-LT-LT27-55040-000000-		77.41		
167934	03/11/2024	PRINTED	001365 Ford Development Corp Pay Request 14	20,228.84			
			2180-00-0000-57040-000000-		20,228.84		
167935	03/11/2024	PRINTED	000585 Grainger Inc. 9030652664	3.41			
			2010-RD-RD00-53510-000000-		3.41		
167936	03/11/2024	PRINTED	004243 Indiana Dept of Revenue Feb 2024	956.23			
			1010-00-0000-23020-000000-000000		724.41		
			Feb 2024 1010-00-0000-23030-000000-000000		231.82		
167937	03/11/2024	PRINTED	003071 Ivideo Technologies LLC 0009527-IN	1,213.00			
			2070-PI-PI00-53190-000000-		1,213.00		
167938	03/11/2024	PRINTED	004081 James Brenner Replenish-SIU-Safe-1		1,500.00		1 03/12/2024
			2620-PD-PD00-54550-FORF90-		1,500.00		
167939	03/11/2024	PRINTED	004052 Joel Herzog Herzog 02/26/24	72.70			
			2090-PD-PD00-53410-000000-		72.70		
167940	03/11/2024	PRINTED	003511 Kendall Electric Inc S113921435.001		354.73		1 03/12/2024
			1010-PK-PK03-53530-000000-		354.73		
167941	03/11/2024	PRINTED	003371 Pre-Paid Legal Services, 0156853 Feb 2024	177.55			
			1010-00-0000-22010-000000-000000		177.55		
167942	03/11/2024	PRINTED	004224 Mark Welch welch 02/27/24	132.66			
			1010-AD-AD02-53410-000000-		132.66		
167943	03/11/2024	PRINTED	000409 McCluskey Chevrolet Inc. 327161	49,665.00			
			2100-FD-FD00-57060-000000-		49,665.00		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167944	03/11/2024	PRINTED	002776 Mike Castrucci Ford Inc	618.73			
			INVOICE NO	ACCOUNT	AMOUNT		
			147233	2090-PD-PD00-53510-000000-	89.90		
			147243	2090-PD-PD00-53510-000000-	301.36		
			146747	2100-FD-FD00-53510-000000-	134.90		
			147021	2100-FD-FD00-53510-000000-	92.57		
167945	03/11/2024	PRINTED	003770 Morton Salt Inc	4,200.32			
			5403005440	2030-RD-RD00-54550-WINTER-		4,200.32	
167946	03/11/2024	PRINTED	002973 Cleves Auto Parts Inc	105.45			
			IND00699126086	2010-RD-RD00-53560-000000-		105.45	
167947	03/11/2024	PRINTED	002095 oberer's Flowers	21.97			
			04779121	2090-PD-PD00-56040-000000-		21.97	
167948	03/11/2024	PRINTED	004239 SWI Industrial Solutions	447.00			
			INV-2971020000830	2100-FD-FD00-54550-000000-		447.00	
167949	03/11/2024	VOID	004045 Township Employees	.00			
			Love11 P 3/1/24	2250-PD-PD00-53410-000000-		86.82	
167950	03/11/2024	PRINTED	000607 Treasurer of State of Oh	328.00			
			339538	1010-AD-AD00-53190-000000-		328.00	
167951	03/11/2024	PRINTED	003759 Unifirst Corporation	335.23			
			1340280778	1010-PK-PK00-54550-000000-		34.15	
			1340280778	1010-PK-PK00-54720-000000-		23.16	
			1340280778	1010-SV-SV00-54720-000000-		31.16	
			1340280778	2010-RD-RD00-54550-000000-		16.76	
			1340280778	2010-RD-RD00-54720-000000-		214.82	
			1340280778	2050-CE-CE00-54720-000000-		15.18	
167952	03/11/2024	PRINTED	004017 U.S. Bank National Associ	1,680.50			
			523294767	1010-AD-AD00-53550-000000-		272.52	
			523294767	1010-CD-CD00-53550-000000-		181.68	
			523294767	1010-AD-HR00-53550-000000-		90.84	
			523294767	2010-RD-RD00-53550-000000-		90.84	
			523294767	2070-PI-PI00-53550-000000-		90.84	
			523294767	2090-DS-DS00-53550-000000-		45.42	
			523294767	2090-PD-PD00-53550-000000-		363.33	
			523294767	2100-DS-DS00-53550-000000-		45.42	
			523294767	2100-FD-FD00-53550-000000-		499.61	
167953	03/11/2024	PRINTED	000577 Verizon wireless	554.98			
			9957124460	1010-AD-AD00-55020-000000-		84.74	
			9957124460	2070-PI-PI00-55020-000000-		77.61	
			9957124460	2090-DS-DS00-55020-000000-		14.34	
			9957124460	2090-PD-PD00-55020-000000-		527.71	

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9957124460		2100-DS-DS00-55020-000000-		14.34		
	INVOICE NO		ACCOUNT	AMOUNT			
	9957124460A		2100-FD-FD00-55020-000000-		-163.76		
167954	03/11/2024	PRINTED	000582 VIP Printing Center		226.50	1	03/11/2024
	35383 A		2090-PD-PD00-53710-000000-		151.00		
	35383 B		2090-PD-PD00-53710-000000-		75.50		
167955	03/11/2024	PRINTED	004020 west Publishing Corporati	444.00	444.00		
	849890792		2090-PD-PD00-53170-000000-				
167956	03/15/2024	PRINTED	004255 88 Tactical Omaha LLC	795.00	795.00		
	402440		2090-PD-PD00-53410-000000-				
167957	03/15/2024	PRINTED	000615 Altafiber	473.42			
	860-1946 Mar 24		1010-PK-PK11-55010-000000-		98.17		
	860-5544 Mar 24		2100-FD-FD00-55010-000000-		100.89		
	860-9226 Mar 24		1010-PK-PK13-55010-000000-		75.75		
	874-2443 Mar 24		2100-FD-FD00-55010-000000-		198.61		
167958	03/15/2024	PRINTED	002162 Arrowhead Scientific Inc	103.22	103.22		
	167789		2210-PD-PD00-54550-000000-				
167959	03/15/2024	PRINTED	004003 Butler County Engineer's	17,360.76	17,360.76		
	26716471		2010-RD-RD00-53190-000000-				
167960	03/15/2024	PRINTED	001046 Clark Schaefer Hackett &	6,000.00	6,000.00		
	20328833		1010-AD-AD00-53190-000000-				
167961	03/15/2024	PRINTED	004271 Clyde Needham	93.22	93.22		
	Needham 03/13/24		2010-RD-RD00-53170-000000-				
167962	03/15/2024	PRINTED	003374 Crashcourse Village Inc.	1,000.00	1,000.00		
	24-111		2100-FD-FD00-53410-000000-				
167963	03/15/2024	PRINTED	004236 Dan Lutz	175.00			
	Lutz 02/22/24		2090-DS-DS00-54720-000000-		87.50		
	Lutz 02/22/24		2100-DS-DS00-54720-000000-		87.50		
167964	03/15/2024	PRINTED	003301 Fabricare Textiles LLC	893.00	893.00		
	02/01/24-02/29/24		2090-PD-PD00-54720-000000-				
167965	03/15/2024	PRINTED	004024 Duke Energy	832.90	832.90		
	930000024706 Mar 202		5070-LT-LT21-55040-000000-				
167966	03/15/2024	PRINTED	001233 Emblem Enterprises	1,076.23	1,076.23		
	913421		2090-PD-PD00-54720-000000-				
167967	03/15/2024	PRINTED	004113 Felicia Krutka	109.00	89.00		
	Krutka 03/07/24		1010-AD-AD00-53170-000000-				

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	Krutka 03/07/24	A	1010-AD-AD00-53410-000000-		20.00		
167968	03/15/2024	PRINTED	004019 West Chester Liberty Cham	40.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	6499		2100-FD-FD00-53410-000000-		40.00		
167969	03/15/2024	PRINTED	004268 Matthew Emmons	30.25			
	Emmons 03/12/24		2010-RD-RD00-53170-000000-		30.25		
167970	03/15/2024	PRINTED	002776 Mike Castrucci Ford Inc	955.03			
	147272		2090-PD-PD00-53510-000000-		293.50		
	147543		2090-PD-PD00-53510-000000-		338.12		
	147541		2090-PD-PD00-53510-000000-		54.82		
	147548		2090-PD-PD00-53510-000000-		268.59		
167971	03/15/2024	PRINTED	004118 Monica Dexter	87.37			
	Dexter 03/07/24		2070-PI-PI00-56080-000000-		87.37		
167972	03/15/2024	PRINTED	001256 National Tactical officer	179.00			
	9901		2250-PD-PD00-53410-000000-		179.00		
167973	03/15/2024	PRINTED	000467 Ohio Peace officer Traini	450.00			
	2024-739		2250-PD-PD00-53410-000000-		450.00		
167974	03/15/2024	PRINTED	003852 Quadiant Leasing USA Inc	772.44			
	Q1208100		1010-AD-AD00-53550-000000-		772.44		
167975	03/15/2024	PRINTED	001267 Recker & Boerger	156.00			
	APLINVCS0180160		2190-00-0000-57010-000000-		156.00		
167976	03/15/2024	PRINTED	003835 Tyler Technologies Inc	11,736.00			
	045-454589		1010-AD-AD00-54820-000000-		6,525.22		
	045-454589		1010-CD-CD00-54820-000000-		199.51		
	045-454589		2010-RD-RD00-54820-000000-		469.44		
	045-454589		2070-PI-PI00-54820-000000-		105.62		
	045-454589		2090-DS-DS00-54820-000000-		176.04		
	045-454589		2090-PD-PD00-54820-000000-		1,971.65		
	045-454589		2100-DS-DS00-54820-000000-		176.04		
	045-454589		2100-FD-FD00-54820-000000-		2,053.80		
	045-454589		2110-EM-EM00-54820-000000-		58.68		
167977	03/15/2024	PRINTED	003759 Unifirst Corporation	317.05			
	1340283645		1010-PK-PK00-54550-000000-		34.15		
	1340283645		1010-PK-PK00-54720-000000-		23.16		
	1340283645		1010-SV-SV00-54720-000000-		31.16		
	1340283645		2010-RD-RD00-54550-000000-		16.76		
	1340283645		2010-RD-RD00-54720-000000-		196.64		
	1340283645		2050-CE-CE00-54720-000000-		15.18		
401337	03/11/2024	EFT	001532 A-Plus Concrete & Excavat		60.00	1	03/11/2024

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	11397		2040-RD-RD00-54550-IHCLVT-		60.00		
401338	03/11/2024	EFT	003174 Amazon Fullfillment Servi		1,097.10	1	03/11/2024
	INVOICE NO		ACCOUNT	AMOUNT			
	1369-T9NG-1Q1D		2190-00-0000-57010-000000-		892.09		
	1LLC-VYR3-1NJD		2010-RD-RD00-54510-000000-		66.97		
	1V6V-RKHP-46JF		2070-PI-PI00-56030-000000-		91.04		
	193H-K9GC-4LQW		1010-SV-SV00-54010-000000-		47.00		
401339	03/11/2024	EFT	000117 Bethesda Healthcare Inc.		98.00	1	03/11/2024
	9920-478011		2070-PI-PI00-53230-000000-		49.00		
	9920-478011a		2070-PI-PI00-53230-000000-		49.00		
401340	03/11/2024	EFT	000192 Ohio Newspapers Inc		365.94	1	03/11/2024
	I00824996		1010-CD-CD00-53720-000000-		181.26		
	I00825357		1010-CD-CD00-53720-000000-		184.68		
401341	03/11/2024	EFT	003738 Foxster Opco LLC CID 253		1,527.72	1	03/11/2024
	CINV-050635		2070-SR-SR00-53170-000000-		1,527.72		
401342	03/11/2024	EFT	000235 Econ-O-Wise Rental		12.86	1	03/11/2024
	310646		2010-RD-RD00-53560-000000-		12.86		
401343	03/11/2024	EFT	000634 Emcor Facilities Services		232.22	1	03/11/2024
	610471		2090-DS-DS00-53530-000000-		116.11		
	610471		2100-DS-DS00-53530-000000-		116.11		
401344	03/11/2024	EFT	003812 Smetana Enterprises LLC		5,955.00	1	03/11/2024
	1226		2190-00-0000-57010-000000-		5,955.00		
401345	03/11/2024	EFT	002825 First Choice Coffee Servi		285.41	1	03/11/2024
	359577		2090-DS-DS00-54530-000000-		57.64		
	359577		2100-DS-DS00-54530-000000-		57.63		
	366745		2090-DS-DS00-54530-000000-		85.07		
	366745		2100-DS-DS00-54530-000000-		85.07		
401346	03/11/2024	EFT	002442 Fox Towing Inc.		380.00	1	03/11/2024
	245824		2090-PD-PD00-53240-000000-		190.00		
	245833		2090-PD-PD00-53240-000000-		190.00		
401347	03/11/2024	EFT	000277 Galls, LLC		2,287.59	1	03/11/2024
	025404107		2100-FD-FD00-54720-000000-		70.00		
	026696392		2100-FD-FD00-54720-000000-		415.94		
	026696393		2100-FD-FD00-54720-000000-		409.97		
	025480793		2100-FD-FD00-54720-000000-		12.11		
	025333577		2100-FD-FD00-54720-000000-		23.46		
	027127665		2100-FD-FD00-54720-000000-		107.26		
	025415252		2100-FD-FD00-54720-000000-		131.98		
	025384409		2100-FD-FD00-54720-000000-		55.49		
	025397267		2100-FD-FD00-54720-000000-		126.34		

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	026696394		2100-FD-FD00-54720-000000-		405.99		
	INVOICE NO		ACCOUNT	AMOUNT			
	026943903		2100-FD-FD00-54720-000000-		105.00		
	025016315		2100-FD-FD00-54720-000000-		534.04		
	026912682		2100-FD-FD00-54720-000000-		-109.99		
401348	03/11/2024	EFT	002655 Kimball Midwest 2010-RD-RD00-54010-000000-		91.50 91.50	1	03/11/2024
401349	03/11/2024	EFT	004215 Less Lethal LLC 2090-PD-PD00-54010-000000-		368.50 368.50	1	03/11/2024
401350	03/11/2024	EFT	001934 world Fuel Services 1010-PK-PK00-54710-000000-		3,154.90	1	03/11/2024
	February 2024		2030-RD-RD00-54710-000000-		168.42		
	February 2024		2050-CE-CE00-54710-000000-		1,225.75		
	February 2024		2070-PI-PI00-54710-000000-		44.75		
	February 2024		2100-FD-FD00-54710-000000-		102.49		
	February 2024		2110-EM-EM00-54710-000000-		573.93		
					1,039.56		
401351	03/11/2024	EFT	003210 Mathewsgroup 2090-PD-PD00-54720-000000-		435.00 435.00	1	03/11/2024
401352	03/11/2024	EFT	003733 The Matt Haverkamp Founda 2090-PD-PD00-56010-000000-		500.00 500.00	1	03/11/2024
401353	03/11/2024	EFT	002441 Menard, Inc. 1010-SV-SV99-54550-000000-		42.96 42.96	1	03/11/2024
401354	03/11/2024	EFT	004260 Monroe Engineering Group, 2070-PI-PI00-53510-000000-		12.47 12.47	1	03/11/2024
401355	03/11/2024	EFT	003468 MP Digital LLC 1010-CD-CD00-54820-000000-		3,000.00 3,000.00	1	03/11/2024
401356	03/11/2024	EFT	000682 Neenah Foundry Company Mu 2750-AD-AD00-57040-ARPA21-		1,859.90 1,859.90	1	03/11/2024
401357	03/11/2024	EFT	001078 New Pig Corporation 2010-RD-RD00-53510-000000-		742.67	1	03/11/2024
	24255039-00		2090-PD-PD00-53510-000000-		247.54		
	24255039-00		2100-FD-FD00-53510-000000-		247.53		
	24255039-00		2110-EM-EM00-53510-000000-		123.80		
	24255039-00				123.80		
401358	03/11/2024	EFT	003578 Pluto Acquisition Opco LL 2100-FD-FD00-53230-000000-		164.10	1	03/11/2024
	202401026375		2070-PI-PI00-53230-000000-		32.82		
	202402026375		1010-AD-AD00-53230-000000-		32.82		
	202402026375A		2070-PI-PI00-53230-000000-		65.64		
	202402026375B				32.82		

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401359	03/11/2024	EFT	004192 Queen City Awning		9,000.00	1	03/11/2024
		INVOICE NO	ACCOUNT	AMOUNT			
		218315	2180-00-0000-57010-000000-		9,000.00		
401360	03/11/2024	EFT	000494 Reading Rock		298.34	1	03/11/2024
		IR0030164	2750-AD-AD00-57040-ARPA21-		298.34		
401361	03/11/2024	EFT	001208 Siteone Landscape Supply		453.27	1	03/11/2024
		138786485-001	1010-PK-PK00-54550-000000-		453.27		
401362	03/11/2024	EFT	003909 City of Trenton		1,722.50	1	03/11/2024
	03/02/24	A	2090-PD-PD00-51120-000000-		292.50		
	03/02/24	B	2090-PD-PD00-51120-000000-		455.00		
	03/02/24	C	2090-PD-PD00-51120-000000-		195.00		
	03/02/24	D	2090-PD-PD00-51120-000000-		455.00		
	03/02/24	E	2090-PD-PD00-51120-000000-		325.00		
401363	03/11/2024	EFT	003219 Tri-State Public Safety		2,000.00	1	03/11/2024
		3681	2090-PD-PD00-57060-000000-		1,520.00		
		3681	2170-00-0000-57060-000000-		20.00		
		3681	2180-00-0000-57060-000000-		160.00		
		3681	2190-00-0000-57060-000000-		300.00		
401364	03/11/2024	EFT	002725 Vercom Systems Inc		238.41	1	03/11/2024
		73490	1010-AD-AD00-54830-000000-		88.20		
		73490	2010-RD-RD00-54830-000000-		23.84		
		73490	2070-PI-PI00-54830-000000-		4.77		
		73490	2090-DS-DS00-54830-000000-		4.77		
		73490	2090-PD-PD00-54830-000000-		69.14		
		73490	2100-DS-DS00-54830-000000-		4.77		
		73490	2100-FD-FD00-54830-000000-		21.46		
		73490	2110-EM-EM00-54830-000000-		21.46		
401365	03/15/2024	EFT	000008 Ace Hardware W.C. Inc.	28.78			
		35959/1	2050-CE-CE00-53560-000000-		28.78		
401366	03/15/2024	EFT	003472 The ADT Security Corporat	53.05			
		153995396	1010-AD-AD00-53530-000000-		6.37		
		153995396	1010-CD-CD00-53530-000000-		5.30		
		153995396	2010-RD-RD00-53530-000000-		9.02		
		153995396	2090-PD-PD00-53530-000000-		32.36		
401367	03/15/2024	EFT	003337 Airgas, Inc.	47.46			
		5506071122	2010-RD-RD00-53550-000000-		47.46		
401368	03/15/2024	EFT	003174 Amazon Fullfillment Servi	616.53			
		1VYK-VYXR-R4V4	1010-SV-SV00-54550-000000-		317.27		
		1N4Y-YKTT-3KQF	2010-RD-RD00-54010-000000-		287.27		
		1N4Y-YKTT-3KQF	2010-RD-RD00-54510-000000-		36.98		
		1FHM-V6CN-G1HQ	2090-PD-PD00-54510-000000-		-24.99		

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401369	03/15/2024	EFT	004122 Bachman's Inc	30,286.00			
			INVOICE NO	ACCOUNT	AMOUNT		
			J000734	2190-00-0000-57050-000000-	30,286.00		
401370	03/15/2024	EFT	000681 Best One Tire & Service o	77.24			
			5010036721	2100-FD-FD00-53510-000000-		77.24	
401371	03/15/2024	EFT	000117 Bethesda Healthcare Inc.	676.37			
			9788-477269	1010-AD-AD00-52210-000000-		47.80	
			9788-477269	1010-CD-CD00-52210-000000-		21.51	
			9788-477269	1010-PK-PK00-52210-000000-		4.78	
			9788-477269	1010-SV-SV00-52210-000000-		11.95	
			9788-477269	2040-RD-RD00-52210-000000-		49.59	
			9788-477269	2050-CE-CE00-52210-000000-		4.78	
			9788-477269	2070-PI-PI00-52210-000000-		11.95	
			9788-477269	2090-DS-DS00-52210-000000-		24.86	
			9788-477269	2090-PD-PD00-51010-000000-		233.62	
			9788-477269	2100-DS-DS00-52210-000000-		13.38	
			9788-477269	2100-FD-FD00-52210-000000-		249.76	
			9788-477269	5080-RD-RD00-52210-000000-		2.39	
401372	03/15/2024	EFT	002836 Blust Motor Service, Inc.	1,208.77			
			01P12906	2010-RD-RD00-53510-000000-		1,208.77	
401373	03/15/2024	EFT	003381 AAA Club Alliance Inc Car	69.99			
			112043113	2090-PD-PD00-53510-000000-		69.99	
401374	03/15/2024	EFT	001471 CDW Government Inc.	165.60			
			ML16590	1010-AD-AD00-54830-000000-		34.79	
			ML16590	1010-CD-CD00-54830-000000-		31.46	
			ML16590	2010-RD-RD00-54830-000000-		8.28	
			ML16590	2070-PI-PI00-54830-000000-		6.62	
			ML16590	2090-DS-DS00-54830-000000-		3.31	
			ML16590	2090-PD-PD00-54830-000000-		38.09	
			ML16590	2100-DS-DS00-54830-000000-		3.31	
			ML16590	2100-FD-FD00-54830-000000-		19.87	
			ML16590	2110-EM-EM00-54830-000000-		19.87	
401375	03/15/2024	EFT	004022 Center For Local Governme	150.00			
			927	1010-AD-AD00-53170-000000-		150.00	
401376	03/15/2024	EFT	000192 Ohio Newspapers Inc	212.04			
			I00824530-02182024	1010-AD-AD00-53720-000000-		212.04	
401377	03/15/2024	EFT	000202 Cummins Bridgeway LLC	94.06			
			T5-24956	2100-FD-FD00-53530-000000-		94.06	
401378	03/15/2024	EFT	001939 Dwa Recreation Inc	589.64			
			PJI-0230670	1010-PK-PK03-53530-000000-		589.64	

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401379	03/15/2024	EFT	004227 Empower Retirement LLC	1,470.00			
			INVOICE NO		AMOUNT		
	03/08/2024		1010-00-0000-22010-000000-000000		330.00		
	03/08/2024		1010-00-0000-22520-000000-000000		1,140.00		
401380	03/15/2024	EFT	002795 Equifax Information Servi	60.16			
	2059563922		2090-PD-PD00-53190-000000-		60.16		
401381	03/15/2024	EFT	003450 Ferguson Us Holdings Inc	3,485.92			
	7988515		1010-PK-PK03-53530-000000-		1,302.46		
	7992691		1010-PK-PK03-53530-000000-		106.28		
	7992747		1010-PK-PK03-53530-000000-		8.79		
	CM956332		1010-PK-PK03-53530-000000-		-71.40		
	0871986		2750-AD-AD00-57040-ARPA21-		2,139.79		
401382	03/15/2024	EFT	000148 Finn All Seasons	82.80			
	305260		2050-CE-CE00-54550-000000-		82.80		
401383	03/15/2024	EFT	002825 First Choice Coffee Servi	690.78			
	366747		2090-PD-PD00-54530-000000-		181.75		
	366747		2090-PD-PD00-54540-000000-		80.15		
	366740		2010-RD-RD00-54530-000000-		107.53		
	366746		1010-AD-AD00-54530-000000-		321.35		
401384	03/15/2024	EFT	000273 Frost Brown Todd LLC	46,155.22			
	210429796A		2090-PD-PD00-53110-000000-		3,694.50		
	210429744A		1010-AD-AD00-53110-000000-		877.50		
	210433642		1010-AD-AD00-53110-000000-		25,590.51		
	210433642		2010-RD-RD00-53110-000000-		646.80		
	210433642		2090-DS-DS00-53110-000000-		396.00		
	210433642		2090-PD-PD00-53110-000000-		5,412.00		
	210433642		2100-DS-DS00-53110-000000-		396.00		
	210433642		2100-FD-FD00-53110-000000-		9,141.91		
401385	03/15/2024	EFT	000277 Galls, LLC	105.00			
	027303315		2090-PD-PD00-54550-000000-		105.00		
401386	03/15/2024	EFT	000280 Gateway Tire Company Inc.	20.84			
	30-0677807		2010-RD-RD00-53560-000000-		20.84		
401387	03/15/2024	EFT	002655 Kimball Midwest	58.50			
	102003024		2010-RD-RD00-54010-000000-		27.00		
	101971083		2010-RD-RD00-53560-000000-		31.50		
401388	03/15/2024	EFT	000373 Kleem Inc.	231.84			
	100188		2010-RD-RD01-54550-000000-		231.84		
401389	03/15/2024	EFT	001462 Language Line Services	237.81			
	11238319		2090-PD-PD00-53190-000000-		237.81		

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FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401390	03/15/2024	EFT	003062 Lexis Nexis Risk Data Man	743.64			
			INVOICE NO	ACCOUNT	AMOUNT		
			1591256-20240229	2090-PD-PD00-53170-000000-	743.64		
401391	03/15/2024	EFT	002720 Murphy Tractor & Equipmen	91.64			
	2202568		2010-RD-RD00-53560-000000-		91.64		
401392	03/15/2024	EFT	000683 Myers Tire - Indianapolis	726.56			
	44201151		2010-RD-RD00-53510-000000-		242.22		
	44201151		2090-PD-PD00-53510-000000-		242.16		
	44201151		2100-FD-FD00-53510-000000-		121.09		
	44201151		2110-EM-EM00-53510-000000-		121.09		
401393	03/15/2024	EFT	003478 O'Reilly Auto Enterprises	378.10			
	1738-338163		2090-PD-PD00-53510-000000-		158.87		
	1738-338166		2090-PD-PD00-53510-000000-		239.88		
	1738-338177		2090-PD-PD00-53510-000000-		14.17		
	1738-335233		2090-PD-PD00-53510-000000-		-209.96		
	1738-337918		2100-FD-FD00-53510-000000-		33.54		
	1738-340093		2010-RD-RD00-53560-000000-		126.12		
	1738-340280		2010-RD-RD00-53560-000000-		15.48		
401394	03/15/2024	EFT	003704 P&M Holding Group Llp	7,125.00			
	10176750		1010-AD-AD00-54830-000000-		3,961.55		
	10176750		1010-CD-CD00-54830-000000-		121.13		
	10176750		2010-RD-RD00-54830-000000-		285.00		
	10176750		2070-PI-PI00-54830-000000-		64.13		
	10176750		2090-DS-DS00-54830-000000-		106.95		
	10176750		2090-PD-PD00-54830-000000-		1,197.00		
	10176750		2100-DS-DS00-54830-000000-		106.59		
	10176750		2100-FD-FD00-54830-000000-		1,246.95		
	10176750		2110-EM-EM00-54830-000000-		35.70		
401395	03/15/2024	EFT	000505 Rumpke of Ohio Inc.	120.00			
	3975737		1010-PK-PK00-54550-000000-		120.00		
401396	03/15/2024	EFT	001481 S.A. Comunale Co.,Inc.	485.00			
	F323991		2100-FD-FD00-53530-000000-		485.00		
401397	03/15/2024	EFT	003228 Smyrna Ready Mix Concrete	636.00			
	1020471225		2040-RD-RD00-54550-IHCLVT-		636.00		
401398	03/15/2024	EFT	000761 Staples Inc	189.47			
	3561703764		2010-RD-RD00-54510-000000-		58.76		
	3560292844		1010-AD-AD00-54510-000000-		55.46		
	3560292844		1010-AD-AD00-54540-000000-		75.25		
401399	03/15/2024	EFT	003948 Titan Trophies & Appare1	160.00			
	1688		1010-CD-CD00-54010-000000-		160.00		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401400	03/15/2024	EFT	003783 Vigilant Solutions LLC	3,276.00			
		INVOICE NO	ACCOUNT		AMOUNT		
		55481 RI	2090-PD-PD00-53170-000000-		3,276.00		
401401	03/15/2024	EFT	003680 wex Inc	8,914.60			
		95082743	2100-FD-FD00-54710-000000-		4,457.30		
		95082743	2110-EM-EM00-54710-000000-		4,457.30		
		146 CHECKS	CASH ACCOUNT TOTAL	395,890.17	43,081.57		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
146 CHECKS	FINAL TOTAL	395,890.17	43,081.57

** END OF REPORT - Generated by Felicia Krutka **

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FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167978	03/22/2024	PRINTED	003776 Advanced Underground Inc	6,500.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	4585		2180-00-0000-57010-000000-		6,500.00		
167979	03/22/2024	PRINTED	000615 Altafiber	302.98			
	779-0071	Mar 24	1010-AD-AD00-55010-000000-		176.10		
	682-2529	Mar 24	2100-FD-FD00-55010-000000-		126.88		
167980	03/22/2024	PRINTED	004008 Butler County Water & Sew	1,268.17			
	2006330	Mar 24	2100-FD-FD00-55030-000000-		74.65		
	2013795	Mar 24	1010-PK-PK04-55030-000000-		13.17		
	2013796	Mar 24	1010-PK-PK04-55030-000000-		8.64		
	2000563	Mar 24	1010-AD-AD00-55030-000000-		50.73		
	2000563	Mar 24	2070-PI-PI00-55030-000000-		6.92		
	2000564	Mar 24	1010-AD-AD00-55030-000000-		22.13		
	2000564	Mar 24	2050-CE-CE00-55030-000000-		7.38		
	2000564	Mar 24	2070-PI-PI00-55030-000000-		2.89		
	2000564	Mar 24	2090-DS-DS00-55030-000000-		10.10		
	2000564	Mar 24	2100-DS-DS00-55030-000000-		10.10		
	2000564	Mar 24	2100-FD-FD00-55030-000000-		107.75		
	2002286	Mar 24	2100-FD-FD00-55030-000000-		78.26		
	2014474	Mar 24	2100-FD-FD00-55030-000000-		88.39		
	2027759	Mar 24	2100-FD-FD00-55030-000000-		98.87		
	2041335	Mar 24	1010-PK-PK13-55030-000000-		33.43		
	2049236	Mar 24	1010-PK-PK11-55030-000000-		60.91		
	2051667	Mar 24	1010-PK-PK12-55030-000000-		104.88		
	2027757	Mar 24	1010-AD-AD00-55030-000000-		14.67		
	2027757	Mar 24	1010-CD-CD00-55030-000000-		9.78		
	2027757	Mar 24	2030-RD-RD00-55030-000000-		107.57		
	2027757	Mar 24	2090-PD-PD00-55030-000000-		356.95		
167981	03/22/2024	PRINTED	004022 Center For Local Governme	20.00			
	03/20/24		1010-AD-AD00-53410-000000-		20.00		
167982	03/22/2024	PRINTED	004241 City of Franklin	174.84			
	Mar 2024 - 03/08/24		1010-00-0000-22010-000000-000000		83.84		
	Mar 2024 - 03/22/24		1010-00-0000-22010-000000-000000		91.00		
167983	03/22/2024	PRINTED	004240 City of Wyoming	43.99			
	Mar 24 - 03/08/24		1010-00-0000-22010-000000-000000		22.10		
	Mar 24 - 03/22/24		1010-00-0000-22010-000000-000000		21.89		
167984	03/22/2024	PRINTED	001046 Clark Schaefer Hackett &	5,850.00			
	20330167		1010-AD-AD00-53190-000000-		3,750.00		
	20330168		1010-AD-AD00-53190-000000-		2,100.00		
167985	03/22/2024	PRINTED	000900 United States Treasury	206,844.35			
	03/08/24		1010-00-0000-22010-000000-000000		107,183.58		
	03/22/24		1010-00-0000-22010-000000-000000		99,660.77		

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167986	03/22/2024	PRINTED	000641 Duke Energy	4,717.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	FRS-0049049		5070-LT-LT03-55040-000000-		4,717.00		
167987	03/22/2024	PRINTED	001334 Duke Energy	1,516.32			
	910134027453	Mar 24	1010-LT-LT00-55040-000000-		72.03		
	910117632260	Mar 24	2100-FD-FD00-55040-000000-		1,408.11		
	910127970038	Mar 24	1010-PK-PK14-55040-000000-		36.18		
167988	03/22/2024	PRINTED	000585 Grainger Inc.	299.22			
	9048768825		1010-PK-PK12-54550-000000-		128.10		
	9048011812		1010-AD-AD00-53530-000000-		11.98		
	9048011812		1010-CD-CD00-53530-000000-		6.84		
	9048011812		2010-RD-RD00-53530-000000-		82.14		
	9048011812		2090-PD-PD00-53530-000000-		70.16		
167989	03/22/2024	PRINTED	000753 Great American Financial	495.00			
	03/22/24		1010-00-0000-22010-000000-000000		495.00		
167990	03/22/2024	PRINTED	004243 Indiana Dept of Revenue	1,045.47			
	Mar 2024 - 03/08/24		1010-00-0000-22010-000000-000000		544.68		
	Mar 2024 - 03/22/24		1010-00-0000-22010-000000-000000		500.79		
167991	03/22/2024	PRINTED	004203 Joseph Beck	133.93			
	Beck 03/17/24		2090-PD-PD00-53410-000000-		133.93		
167992	03/22/2024	PRINTED	004050 Kellie Byrd	65.50			
	Byrd 03/18/24		1010-AD-AD00-53410-000000-		65.50		
167993	03/22/2024	PRINTED	004051 Larry Burks	154.17			
	Burks 03/12/24		1010-AD-AD00-53410-000000-		73.71		
	Burks 03/12/24		1010-AD-AD00-54530-000000-		80.46		
167994	03/22/2024	PRINTED	004071 Paul Lovell	287.61			
	Lovell P 3/1/24		2250-PD-PD00-53410-000000-		86.82		
	Lovell, P 03/12/24		2250-PD-PD00-53410-000000-		97.85		
	Lovell, P 03/14/24		2250-PD-PD00-53410-000000-		102.94		
167995	03/22/2024	PRINTED	003646 Fox valley Technical Coll	850.00			
	Dunlevy 3/11/24		2250-PD-PD00-53410-000000-		425.00		
	Gobell - 3/11/24		2250-PD-PD00-53410-000000-		425.00		
167996	03/22/2024	PRINTED	004184 Ohio Child Support Paymen	2,754.10			
	03/22/2024		1010-00-0000-22010-000000-000000		2,754.10		
167997	03/22/2024	PRINTED	003373 Ohio Plan Management Reso	2,500.00			
	03/04/24		1010-AD-AD00-53170-000000-		2,500.00		
167998	03/22/2024	PRINTED	000755 Ohio Public Employees Def	24,914.77			
	oh Dfrd 03/22/24		1010-00-0000-22520-000000-000000		24,914.77		

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
167999	03/22/2024	PRINTED	003630 Pfmw Liberty LLC	106.50			
			INVOICE NO	ACCOUNT	AMOUNT		
			February-1778	1010-AD-HR00-56040-000000-	106.50		
168000	03/22/2024	PRINTED	001882 Drellishak & Drellishak I INV3281	1,113.16	1,113.16		
168001	03/22/2024	PRINTED	001329 Security Benefit Group	8,670.00			
	611021 03/22/24		1010-00-0000-22010-000000-000000		1,530.00		
	611021 03/22/24		1010-00-0000-22520-000000-000000		7,140.00		
168002	03/22/2024	PRINTED	003835 Tyler Technologies Inc	13,193.00			
	045-451400		1010-AD-AD00-54820-000000-		5,075.17		
	045-451400		1010-CD-CD00-54820-000000-		155.17		
	045-451400		2010-RD-RD00-54820-000000-		365.12		
	045-451400		2070-PI-PI00-54820-000000-		82.15		
	045-451400		2090-DS-DS00-54820-000000-		136.92		
	045-451400		2090-PD-PD00-54820-000000-		1,533.51		
	045-451400		2100-DS-DS00-54820-000000-		136.92		
	045-451400		2100-FD-FD00-54820-000000-		1,597.40		
	045-451400		2110-EM-EM00-54820-000000-		45.64		
	045-459159		1010-AD-AD00-54820-000000-		725.02		
	045-459159		1010-CD-CD00-54820-000000-		22.17		
	045-459159		2010-RD-RD00-54820-000000-		52.16		
	045-459159		2070-PI-PI00-54820-000000-		11.74		
	045-459159		2090-DS-DS00-54820-000000-		19.56		
	045-459159		2090-PD-PD00-54820-000000-		219.07		
	045-459159		2100-DS-DS00-54820-000000-		19.56		
	045-459159		2100-FD-FD00-54820-000000-		228.20		
	045-459159		2110-EM-EM00-54820-000000-		6.52		
	045-457979		2010-RD-RD00-54010-000000-		2,761.00		
168003	03/22/2024	PRINTED	003759 Unifirst Corporation	297.32			
	1340286597		1010-PK-PK00-54550-000000-		34.15		
	1340286597		1010-PK-PK00-54720-000000-		23.16		
	1340286597		1010-SV-SV00-54720-000000-		31.16		
	1340286597		2010-RD-RD00-54550-000000-		16.76		
	1340286597		2010-RD-RD00-54720-000000-		176.91		
	1340286597		2050-CE-CE00-54720-000000-		15.18		
168004	03/22/2024	PRINTED	000577 Verizon wireless	2,579.88			
	9958664127		1010-AD-AD00-55020-000000-		216.87		
	9958664127		1010-CD-CD00-55020-000000-		235.36		
	9958664127		1010-SV-SV00-55020-000000-		198.69		
	9958664127		2030-RD-RD00-55020-000000-		660.21		
	9958664127		2050-CE-CE00-55020-000000-		40.90		
	9958664127		2070-SR-SR00-55020-000000-		52.20		
	9958664127		2070-PI-PI00-55020-000000-		40.11		
	9958664127		2090-DS-DS00-55020-000000-		26.10		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	9958664127		2090-PD-PD00-55020-000000-		682.24		
	INVOICE NO		ACCOUNT	AMOUNT			
	9958664127		2100-DS-DS00-55020-000000-		26.10		
	9958664127		2100-FD-FD00-55020-000000-		401.10		
168005	03/22/2024	PRINTED	000582 VIP Printing Center 2090-PD-PD00-53710-000000-	165.33	165.33		
168006	03/22/2024	PRINTED	000805 West Chester Liberty Cham 1010-AD-AD00-56010-000000- 1010-AD-AD00-53170-000000-	10,770.00	10,000.00 770.00		
401402	03/22/2024	EFT	001532 A-Plus Concrete & Excavat 2050-CE-CE00-54550-000000-	170.00	170.00		
401403	03/22/2024	EFT	000008 Ace Hardware W.C. Inc. 1010-PK-PK12-53530-000000- 2010-RD-RD00-53560-000000- 1010-PK-PK00-54550-000000- 1010-PK-PK04-53530-GRAFFI-	66.93	9.99 38.97 11.98 5.99		
401404	03/22/2024	EFT	000016 Aero Oil Company of Cinci 2010-RD-RD00-53510-000000- 2090-PD-PD00-53510-000000- 2100-FD-FD00-53510-000000- 2110-EM-EM00-53510-000000-	612.50	204.15 204.15 102.11 102.09		
401405	03/22/2024	EFT	002469 Aflac Group Insurance - G 2227005 - Mar 2024 1010-00-0000-22220-000000-000000	1,435.96	1,435.96		
401406	03/22/2024	EFT	002422 AFSCME Ohio Council 8, Lo 03/22/24 Union Dues 1010-00-0000-22510-000000-000000	497.70	497.70		
401407	03/22/2024	EFT	003263 AFD Supply, LLC 1-02083-24 2010-RD-RD00-53560-000000-	19.12	19.12		
401408	03/22/2024	EFT	002035 Al-Joe's Inc 1010-SV-SV99-54550-000000- 2010-RD-RD00-53560-000000- 2010-RD-RD00-53560-000000-	237.68	37.70 185.00 14.98		
401409	03/22/2024	EFT	003174 Amazon Fullfillment servi 1PHK-3YPP-1KN6 2090-DS-DS00-54010-000000- 1PHK-3YPP-1KN6 2100-DS-DS00-54010-000000- 1FG7-4JTP-44VW 2010-RD-RD00-54510-000000- 133N-KD6F-QT6V 2010-RD-RD00-53560-000000- 1VWL-VGFV-3NNC 2250-PD-PD00-53410-000000- 1QJ4-JMX9-H33R 2090-PD-PD00-54510-000000- 1QJ4-JMX9-H33R 2090-PD-PD00-54550-000000- 1CWL-KC46-9QQC 2010-RD-RD00-54510-000000-	1,384.50	326.75 326.75 82.56 48.90 11.02 113.43 328.00 100.13		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
			1TL6-YVRG-NCHW 1010-CD-CD00-54510-000000-		46.96		
401410	03/22/2024	EFT	003075 AT&T	8,619.20			
			INVOICE NO ACCOUNT AMOUNT				
			2873362906863112024 2090-DS-DS00-55020-000000-		63.92		
			2873362906863112024 2100-DS-DS00-55020-000000-		63.91		
			28733641827203112024 2070-PI-PI00-55020-000000-		196.00		
			2873371147863112024 2100-FD-FD00-55020-000000-		1,482.83		
			2873372252363112024 2100-FD-FD00-55020-000000-		860.28		
			2873371151443112024 1010-AD-AD00-55020-000000-		336.98		
			2873394404483112024 2090-PD-PD00-55020-000000-		5,615.28		
401411	03/22/2024	EFT	002488 Autozone Stores LLC	151.99			
	0133373779		2010-RD-RD00-53510-000000-		151.99		
401412	03/22/2024	EFT	000116 Bethart Printing Services	197.41			
	56033		2010-RD-RD00-53710-000000-		197.41		
401413	03/22/2024	EFT	000117 Bethesda Healthcare Inc.	7,418.50			
	00462767-4863		2100-FD-FD00-53190-000000-		358.00		
	00462767-1670		2100-FD-FD00-53190-000000-		358.00		
	004676-4863		2100-FD-FD00-53190-000000-		50.00		
	00462767-3181		2100-FD-FD00-53190-000000-		434.00		
	0046276-7579		2100-FD-FD00-53190-000000-		286.00		
	00462767-1852		2100-FD-FD00-53190-000000-		286.00		
	00462767-0014		2100-FD-FD00-53190-000000-		309.00		
	00462767-0675		2100-FD-FD00-53190-000000-		309.00		
	00462767-8849		2100-FD-FD00-53190-000000-		434.00		
	00462767-8599		2100-FD-FD00-53190-000000-		411.00		
	00462767-1955		2100-FD-FD00-53190-000000-		411.00		
	00462767-9-13		2100-FD-FD00-53190-000000-		892.50		
	00462767-2860		2100-FD-FD00-53190-000000-		309.00		
	00462767-8873		2100-FD-FD00-53190-000000-		309.00		
	00462767-PG 5/6		2100-FD-FD00-53190-000000-		2,262.00		
401414	03/22/2024	EFT	002836 Blust Motor Service, Inc.	106.88			
	01P12965		2010-RD-RD00-53510-000000-		106.88		
401415	03/22/2024	EFT	000103 Center For Local Governme	3,825.00			
	2325		1010-AD-AD00-53170-000000-		3,825.00		
401416	03/22/2024	EFT	000192 Ohio Newspapers Inc	647.88			
	03182024		1010-CD-CD00-53170-000000-		647.88		
401417	03/22/2024	EFT	000235 Econ-O-Wise Rental	18.84			
	311422		1010-PK-PK00-53560-000000-		18.84		
401418	03/22/2024	EFT	004227 Empower Retirement LLC	1,470.00			
	03/22/24		1010-00-0000-22010-000000-000000		330.00		
	03/22/24		1010-00-0000-22520-000000-000000		1,140.00		

AP CHECK RECONCILIATION REGISTER

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401419	03/22/2024	EFT	003763 The Fechheimer Brothers C	191.07			
			INVOICE NO	ACCOUNT	AMOUNT		
			000335831	2090-PD-PD00-54720-000000-	191.07		
401420	03/22/2024	EFT	000754 F.O.P. Lodge #186	2,092.50	2,092.50		
	FOP 186 03.22.24		1010-00-0000-22510-000000-000000				
401421	03/22/2024	EFT	000277 Galls, LLC	33.38	33.38		
	027355423		2090-PD-PD00-54720-000000-				
401422	03/22/2024	EFT	004259 Green Climber of North Am	43,945.00	43,945.00		
	INV644		2180-00-0000-57050-000000-				
401423	03/22/2024	EFT	002500 HR Partners International	1,700.00	1,700.00		
	240366		1010-AD-HR00-53190-000000-				
401424	03/22/2024	EFT	001128 National Academies of Eme	220.00	110.00		
	SIN364190		2090-DS-DS00-53410-000000-		110.00		
	SIN364190		2100-DS-DS00-53410-000000-				
401425	03/22/2024	EFT	004153 James M Nickels	209.00	209.00		
	38799		2090-PD-PD00-53240-000000-				
401426	03/22/2024	EFT	001183 Leader Machinery Co LLC	77.00	77.00		
	9647		2010-RD-RD00-53560-000000-				
401427	03/22/2024	EFT	002441 Menard, Inc.	31.88	16.91		
	77117		1010-SV-SV00-54010-000000-		14.97		
	77487		1010-SV-SV99-54550-000000-				
401428	03/22/2024	EFT	003478 O'Reilly Auto Enterprises	45.92	-22.00		
	1738-338208		2090-PD-PD00-53510-000000-		22.64		
	1738-341787		2010-RD-RD00-53510-000000-		22.64		
	1738-341787		2090-PD-PD00-53510-000000-		11.32		
	1738-341787		2100-FD-FD00-53510-000000-		11.32		
	1738-341787		2110-EM-EM00-53510-000000-				
401429	03/22/2024	EFT	000475 Overhead Door of Cincinnati	264.50	264.50		
	958144		2100-FD-FD00-53530-000000-				
401430	03/22/2024	EFT	000866 Precision Mulching Inc	30,000.00	782.40		
	13937		1010-AD-AD00-53530-000000-		280.80		
	13937		1010-PK-PK03-53530-000000-		782.40		
	13937		1010-PK-PK04-53530-000000-		782.40		
	13937		1010-PK-PK11-53530-000000-		782.40		
	13937		1010-PK-PK14-53530-000000-		782.40		
	13937		2010-RD-RD00-53530-000000-		2,608.00		
	13937		5080-RD-RD00-54550-000000-		23,981.60		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401431	03/22/2024	EFT	002852 Principal Financial Group	4,939.12			
	INVOICE NO		ACCOUNT		AMOUNT		
	1040669	Apr 2024	1010-00-0000-22220-000000-000000		4,939.12		
401432	03/22/2024	EFT	003006 Proforma Albrecht & Co.	1,618.38			
	1224076		2090-DS-DS00-54720-000000-		778.09		
	1224076		2100-DS-DS00-54720-000000-		778.09		
	694495		2090-DS-DS00-54720-000000-		31.10		
	694495		2100-DS-DS00-54720-000000-		31.10		
401433	03/22/2024	EFT	003228 Smyrna Ready Mix Concrete	460.50			
	1020471887		2040-RD-RD00-54550-IHCLVT-		460.50		
401434	03/22/2024	EFT	000536 Superior Implement Supply	323.55			
	720939		1010-PK-PK00-53560-000000-		139.17		
	720838		1010-PK-PK00-53560-000000-		91.32		
	720934		1010-PK-PK00-53560-000000-		80.13		
	721063		1010-PK-PK00-53560-000000-		12.93		
401435	03/22/2024	EFT	000539 Sycamore Auto Repair	500.00			
	#2059 - pettit		2090-PD-PD00-53510-000000-		500.00		
401436	03/22/2024	EFT	003946 The Millcraft Paper Compa	296.00			
	CSI3322042		2090-PD-PD00-54510-000000-		296.00		
401437	03/22/2024	EFT	003948 Titan Trophies & Apparel	176.98			
	1667		2090-PD-PD00-56040-000000-		154.98		
	1703		1010-CD-CD00-54510-000000-		22.00		
401438	03/22/2024	EFT	003909 City of Trenton	5,235.00			
	03/16/24 D		2090-PD-PD00-51120-000000-		520.00		
	03/16/24 A		2090-PD-PD00-51120-000000-		552.50		
	03/16/24 B		2090-PD-PD00-51120-000000-		845.00		
	03/16/24 C		2090-PD-PD00-51120-000000-		487.50		
	03/16/24 E		2090-PD-PD00-51120-000000-		780.00		
	03/16/24 F		2090-PD-PD00-51120-000000-		520.00		
	03/16/24 G		2090-PD-PD00-51120-000000-		1,495.00		
	03/16/24 H		2090-PD-PD00-51120-000000-		35.00		
401439	03/22/2024	EFT	003189 Outdoor Home Services Ho1	111.54			
	188369742		5080-RD-RD00-54550-000000-		111.54		
401440	03/22/2024	EFT	000573 Valley Asphalt Corporatio	186.00			
	127334		2040-RD-RD00-54550-IHPAVE-		186.00		
401441	03/22/2024	EFT	003516 West Chester Baseball Par	1,500.00			
	24Crain		1010-AD-AD00-56010-000000-		1,500.00		
69 CHECKS CASH ACCOUNT TOTAL				418,670.02	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
69 CHECKS	FINAL TOTAL	418,670.02	.00

** END OF REPORT - Generated by Felicia Krutka **

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FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1757	03/26/2024	MANUAL	003159 Charter Communications	156.65			
	INVOICE NO		ACCOUNT		AMOUNT		
	135564001032124		2100-FD-FD00-55060-000000-		156.65		
1758	03/29/2024	MANUAL	003159 Charter Communications	97.92			
	0198833	03/14/24	2090-DS-DS00-55060-000000-		48.96		
	0198833	03/14/24	2100-DS-DS00-55060-000000-		48.96		
1759	03/26/2024	MANUAL	004247 Ohio Business Gateway	143.02			
	Feb 2024	Local (4)	1010-00-0000-23030-000000-000000		143.02		
1760	03/27/2024	MANUAL	000319 Home Depot	95.32			
	7014929		2010-RD-RD01-54550-000000-		95.32		
168007	03/29/2024	PRINTED	003776 Advanced Underground Inc	2,800.00			
	4587		2050-CE-CE00-53530-000000-		2,800.00		
168008	03/29/2024	PRINTED	000615 Altafiber	100.89			
	755-7700	Apr 24	2100-FD-FD00-55010-000000-		100.89		
168009	03/29/2024	PRINTED	004009 Altafiber	47.92			
	2323805-03202024		1010-AD-AD00-55010-000000-		5.75		
	2323805-03202024		1010-CD-CD00-55010-000000-		5.75		
	2323805-03202024		1010-PK-PK00-55010-000000-		2.88		
	2323805-03202024		2030-RD-RD00-55010-000000-		4.79		
	2323805-03202024		2090-PD-PD00-55010-000000-		19.17		
	2323805-03202024		2100-FD-FD00-55010-000000-		9.58		
168010	03/29/2024	PRINTED	004008 Butler County Water & Sew	60.91			
	2060099	Mar 24	1010-PK-PK03-55030-000000-		60.91		
168011	03/29/2024	PRINTED	003374 Crashcourse Village Inc.	1,000.00			
	24-112		2100-FD-FD00-53410-000000-		1,000.00		
168012	03/29/2024	PRINTED	004189 Doug Farris	175.14			
	Farris 03/26/24		2090-PD-PD00-53410-000000-		175.14		
168013	03/29/2024	PRINTED	001334 Duke Energy	30,793.98			
	910117892680	Mar 24	1010-PK-PK04-55040-000000-		42.48		
	910117893186	Mar 24	1010-PK-PK04-55040-000000-		25.35		
	910119040434	Mar 24	2100-FD-FD00-55040-000000-		2,006.77		
	910117632301	Mar 24	2100-FD-FD00-55040-000000-		1,386.24		
	910117891655	Mar 24	1010-AD-AD00-55040-000000-		2,554.30		
	910117891655	Mar 24	2070-PI-PI00-55040-000000-		348.31		
	910117891887	Mar 24	1010-AD-AD00-55040-000000-		25.73		
	910117891887	Mar 24	1010-CD-CD00-55040-000000-		17.15		
	910117891887	Mar 24	2030-RD-RD00-55040-000000-		188.68		
	910117891887	Mar 24	2090-PD-PD00-55040-000000-		626.07		
	910117892010	Mar 24	1010-PK-PK03-55040-000000-		380.48		
	910117892440	Mar 24	1010-AD-AD00-55040-000000-		106.44		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
910117892599	Mar 24		1010-PK-PK03-55040-000000-		407.69		
		INVOICE NO	ACCOUNT		AMOUNT		
		910117893003	Mar 24 1010-AD-AD00-55040-000000-		1,097.70		
		910117893003	Mar 24 2070-PI-PI00-55040-000000-		156.82		
		910117893003	Mar 24 2090-DS-DS00-55040-000000-		492.85		
		910117893003	Mar 24 2100-DS-DS00-55040-000000-		492.85		
		910117893144	Mar 24 1010-PK-PK13-55040-000000-		659.26		
		910117893326	Mar 24 1010-PK-PK11-55040-000000-		422.22		
		910117893417	Mar 24 1010-LT-LT00-55040-000000-		27.02		
		910118689401	Mar 24 1010-PK-PK04-55040-000000-		26.10		
		910119395751	Mar 24 1010-PK-PK12-55040-000000-		1,197.02		
		910119396140	Mar 24 2100-FD-FD00-55040-000000-		1,378.80		
		910119396190	Mar 24 2050-CE-CE00-55040-000000-		129.99		
		910119661924	Mar 24 2050-CE-CE00-55040-000000-		26.37		
		910117891788	Mar 24 1010-LT-LT00-55040-000000-		507.35		
		910117892953	Mar 24 1010-AD-AD00-55040-000000-		351.71		
		910117892953	Mar 24 1010-CD-CD00-55040-000000-		234.49		
		910117892953	Mar 24 2030-RD-RD00-55040-000000-		2,579.28		
		910117892953	Mar 24 2090-PD-PD00-55040-000000-		8,558.50		
		910119396231	Mar 24 1010-AD-AD00-55040-000000-		288.91		
		910119396231	Mar 24 2050-CE-CE00-55040-000000-		96.31		
		910119396231	Mar 24 2070-PI-PI00-55040-000000-		37.69		
		910119396231	Mar 24 2090-DS-DS00-55040-000000-		131.90		
		910119396231	Mar 24 2100-DS-DS00-55040-000000-		131.90		
		910119396231	Mar 24 2100-FD-FD00-55040-000000-		3,653.25		
168014	03/29/2024	PRINTED	004024 Duke Energy	23,371.42			
		910117892169	Apr 24 5070-LT-LT01-55040-000000-		385.20		
		910117891134	Apr 24 5070-LT-LT01-55040-000000-		176.91		
		910117893277	Apr 24 5070-LT-LT02-55040-000000-		770.07		
		910117152342	Apr 24 5070-LT-LT03-55040-000000-		311.90		
		910117152384	Apr 24 5070-LT-LT03-55040-000000-		976.47		
		910117152417	Apr 24 5070-LT-LT03-55040-000000-		720.64		
		910117892218	Apr 24 5070-LT-LT04-55040-000000-		1,419.90		
		910117892911	Apr 24 5070-LT-LT05-55040-000000-		279.83		
		910117891233	Apr 24 5070-LT-LT06-55040-000000-		1,747.01		
		910117893590	Apr 24 5070-LT-LT07-55040-000000-		2,458.06		
		910119395975	Apr 24 5070-LT-LT08-55040-000000-		152.40		
		910117891366	Apr 24 5070-LT-LT09-55040-000000-		543.37		
		910117893649	Apr 24 5070-LT-LT10-55040-000000-		1,177.32		
		910117891514	Apr 24 5070-LT-LT11-55040-000000-		1,261.82		
		910117891415	Apr 24 5070-LT-LT12-55040-000000-		672.39		
		910117892250	Apr 24 5070-LT-LT12-55040-000000-		369.09		
		910117892630	Apr 24 5070-LT-LT13-55040-000000-		2,314.54		
		910117152459	Apr 24 5070-LT-LT14-55040-000000-		293.02		
		910119396067	Apr 24 5070-LT-LT16-55040-000000-		319.83		
		910119395800	Apr 24 5070-LT-LT16-55040-000000-		118.20		
		910119396091	Apr 24 5070-LT-LT16-55040-000000-		143.40		
		910117892490	Apr 24 5070-LT-LT17-55040-000000-		2,192.49		
		910119395686	Apr 24 5070-LT-LT19-55040-000000-		286.42		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	910117891564	Apr 24	5070-LT-LT19-55040-000000-		356.61		
	INVOICE NO		ACCOUNT		AMOUNT		
	910119395892	Apr 24	5070-LT-LT19-55040-000000-		662.28		
	910117892838	Apr 24	5070-LT-LT19-55040-000000-		271.59		
	910117893053	Apr 24	5070-LT-LT19-55040-000000-		164.21		
	910117891960	Apr 24	5070-LT-LT20-55040-000000-		437.42		
	910117891332	Apr 24	5070-LT-LT22-55040-000000-		121.53		
	910117892119	Apr 24	5070-LT-LT22-55040-000000-		209.28		
	910117892341	Apr 24	5070-LT-LT24-55040-000000-		198.05		
	910117892721	Apr 24	5070-LT-LT25-55040-000000-		738.35		
	910119395727	Apr 24	5070-LT-LT26-55040-000000-		105.59		
	910117801798	Apr 24	5070-LT-LT28-55040-000000-		636.08		
	910119133256	Apr 24	5070-LT-LT29-55040-000000-		380.15		
168015	03/29/2024	PRINTED	004024 Duke Energy	1,024.88			
	910117891837	Apr 24	5070-LT-LT28-55040-000000-		66.26		
	910117892549	Apr 24	5070-LT-LT28-55040-000000-		20.59		
	910117891465	Apr 24	5070-LT-LT15-55040-000000-		80.44		
	910119395933	Apr 24	5070-LT-LT16-55040-000000-		55.19		
	910119396017	Apr 24	5070-LT-LT19-55040-000000-		61.77		
	910117891605	Apr 24	5070-LT-LT22-55040-000000-		37.07		
	910117891704	Apr 24	5070-LT-LT22-55040-000000-		26.31		
	910117891928	Apr 24	5070-LT-LT22-55040-000000-		47.81		
	910117893095	Apr 24	5070-LT-LT22-55040-000000-		58.58		
	910117893491	Apr 24	5070-LT-LT22-55040-000000-		47.81		
	910117892789	Apr 24	5070-LT-LT22-55040-000000-		38.72		
	910117891085	Apr 24	5070-LT-LT23-55040-000000-		58.47		
	910117892060	Apr 24	5070-LT-LT25-55040-000000-		29.39		
	910118665792	Apr 24	5070-LT-LT25-55040-000000-		42.03		
	910117891283	Apr 24	5070-LT-LT25-55040-000000-		28.67		
	910117893467	Apr 24	5070-LT-LT25-55040-000000-		23.36		
	910117891184	Apr 24	5070-LT-LT25-55040-000000-		51.08		
	910117892391	Apr 24	5070-LT-LT27-55040-000000-		88.56		
	910118107656	Apr 24	5070-LT-LT27-55040-000000-		23.26		
	910117892888	Apr 24	5070-LT-LT27-55040-000000-		30.09		
	910118404280	Apr 24	5070-LT-LT27-55040-000000-		31.59		
	910117401978	Apr 24	5070-LT-LT27-55040-000000-		77.83		
168016	03/29/2024	PRINTED	000256 Fed Ex	56.03			
	8-380-52428		2100-FD-FD00-53730-000000-		13.29		
	8-437-00029		2100-FD-FD00-53730-000000-		42.74		
168017	03/29/2024	PRINTED	002136 Fyda Freightliner Cincinnati	1,740.57			
	C007953030:01		2010-RD-RD00-53510-000000-		1,740.57		
168018	03/29/2024	PRINTED	004177 Jason Hartley	1,271.75			
	Hartley 03/21/24		2100-FD-FD00-53410-000000-		1,271.75		
168019	03/29/2024	PRINTED	004211 Jeff Smith	45.25			
	Smith, J 03/25/24		2010-RD-RD00-53170-000000-		45.25		

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FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
168020	03/29/2024	PRINTED	000353 John Dsuban Spring Servic	520.00			
			INVOICE NO ACCOUNT AMOUNT				
			0158545-IN 2010-RD-RD00-53510-000000-		520.00		
168021	03/29/2024	PRINTED	000550 The Journal News ACCT156047-03.25.24 1010-AD-AD00-53170-000000-	683.88	683.88		
168022	03/29/2024	PRINTED	004050 Kellie Byrd Byrd 03/26/24 2740-00-0000-53190-000000-	47.90	47.90		
168023	03/29/2024	PRINTED	004281 John Kleinfeldt Kleinfeldt 03/18/24 2090-PD-PD00-53410-000000-	173.28	173.28		
168024	03/29/2024	PRINTED	004051 Larry Burks Burks 03/26/24 1010-AD-AD00-53410-000000-	392.21	392.21		
168025	03/29/2024	PRINTED	002690 Medmutual Life	2,058.27			
			033299195-9 2040-RD-RD00-52220-000000-		158.00		
			033299195-9 2050-CE-CE00-52220-000000-		16.00		
			033299195-9 2090-PD-PD00-52220-000000-		762.94		
			033299195-9 2100-FD-FD00-52220-000000-		662.53		
			033299195-9 2110-EM-EM00-52220-000000-		46.00		
			033299195-9 2070-PI-PI00-52220-000000-		40.00		
			033299195-9 1010-AD-AD02-52220-000000-		18.40		
			033299195-9 1010-AD-AD03-52220-000000-		5.20		
			033299195-9 1010-CD-CD00-52220-000000-		53.20		
			033299195-9 1010-PK-PK00-52220-000000-		8.00		
			033299195-9 2090-DS-DS00-52220-000000-		83.20		
			033299195-9 2100-DS-DS00-52220-000000-		44.80		
			033299195-9 5080-RD-RD00-52220-000000-		8.00		
			033299195-9 1010-SV-SV00-52220-000000-		40.00		
			033299195-9 1010-AD-AD00-52220-000000-		112.00		
168026	03/29/2024	PRINTED	002776 Mike Castrucci Ford Inc 147914 2010-RD-RD00-53510-000000- 145613 2100-FD-FD00-53510-000000-	516.80	441.82 74.98		
168027	03/29/2024	PRINTED	004183 Nathaniel Lee Staton Staton, N 03/26/24 2010-RD-RD00-53170-000000-	45.25	45.25		
168028	03/29/2024	PRINTED	000482 Pinecrest Nursery 3904 2010-RD-RD00-53530-000000-	2,250.00	2,250.00		
168029	03/29/2024	PRINTED	001882 Drellishak & Drellishak I INV3293 2700-PD-PD00-54720-000000-	1,113.16	1,113.16		
168030	03/29/2024	PRINTED	004082 Randall Hanifen Hanifen 03/14/24 2100-FD-FD00-53410-000000- Hanifen 03/13/24 2100-FD-FD00-53410-000000-	460.66	189.80 270.86		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
168031	03/29/2024	PRINTED	001267 Recker & Boerger	781.00			
			INVOICE NO	ACCOUNT	AMOUNT		
			APL0185631	2100-FD-FD00-54010-000000-	469.00		
			APLINVCS0181158	2190-00-0000-57010-000000-	312.00		
168032	03/29/2024	PRINTED	000535 Suburban Propane	122.69			
			601961	2010-RD-RD00-54550-000000-	92.69		
			71303	2010-RD-RD00-53550-IHPAVE-	30.00		
168033	03/29/2024	PRINTED	004106 Treasurer of State of Ohi	150.00			
			-0912320240315132609	2100-FD-FD00-53190-000000-	150.00		
168034	03/29/2024	PRINTED	004010 Treasurer of State of Ohi	600.00			
			24L3433	2090-PD-PD00-53190-000000-	600.00		
168035	03/29/2024	PRINTED	004272 UC Healthcare System - Co	150.00			
			2	2100-FD-FD00-53410-000000-	100.00		
			1	2100-FD-FD00-53410-000000-	50.00		
168036	03/29/2024	PRINTED	003960 Uline Inc	1,015.74			
			175610072	2090-PD-PD00-54550-000000-	1,015.74		
168037	03/29/2024	PRINTED	003759 Unifirst Corporation	297.32			
			1340289574	1010-PK-PK00-54550-000000-	34.15		
			1340289574	1010-PK-PK00-54720-000000-	23.16		
			1340289574	1010-SV-SV00-54720-000000-	31.16		
			1340289574	2010-RD-RD00-54550-000000-	16.76		
			1340289574	2010-RD-RD00-54720-000000-	176.91		
			1340289574	2050-CE-CE00-54720-000000-	15.18		
168038	03/29/2024	PRINTED	000582 VIP Printing Center	330.66			
			35415	2100-FD-FD00-53710-000000-	34.22		
			35445	2100-FD-FD00-53710-000000-	34.22		
			35403	2100-FD-FD00-53710-000000-	262.22		
168039	03/29/2024	PRINTED	000600 Zimmer Tractor	28.34			
			003-3028392	2050-CE-CE00-53560-000000-	28.34		
401442	03/29/2024	EFT	000016 Aero Oil Company of Cinci	548.75			
			188985	2100-FD-FD00-53510-000000-	548.75		
401443	03/29/2024	EFT	000019 Aetna	442,004.26			
			J1417793A	1010-00-0000-22210-000000-000000	211,124.29		
			J1417793A	1010-00-0000-22230-000000-000000	103.04		
			J1417793A	1010-00-0000-22270-000000-000000	-1.83		
			J1417793B	1010-00-0000-22210-000000-000000	211,715.67		
			J1417793B	1010-00-0000-22230-000000-000000	16,797.04		
			J1417793B	1010-00-0000-22270-000000-000000	2,266.05		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401444	03/29/2024	EFT	003337 Airgas, Inc.	1,854.35			
		INVOICE NO	ACCOUNT		AMOUNT		
		9146837458	2110-EM-EM00-54550-000000-		1,555.76		
		5506023891	2110-EM-EM00-54550-000000-		298.59		
401445	03/29/2024	EFT	002035 Al-Joe's Inc	12.08			
	1018388		1010-PK-PK00-54720-000000-		12.08		
401446	03/29/2024	EFT	000030 All-American Fire Equipme	3,612.95			
	133050		2100-FD-FD00-53510-000000-		3,612.95		
401447	03/29/2024	EFT	003174 Amazon Fullfillment Servi	624.54			
	1T4K-H1PK-46C3		1010-SV-SV00-54010-000000-		118.82		
	1T4K-H1PK-46C3		2010-RD-RD00-54510-000000-		55.06		
	1QCQ-T4RX-W9LT		2100-FD-FD00-54510-000000-		36.76		
	16JJ-RQR4-61VP		2100-FD-FD00-54550-000000-		52.98		
	1JP4-KQW9-C4WY		2100-FD-FD00-54510-000000-		360.92		
401448	03/29/2024	EFT	002836 Blust Motor Service, Inc.	7,285.81			
	01P12921		2010-RD-RD00-53560-000000-		7,239.95		
	01P12969		2010-RD-RD00-53510-000000-		32.74		
	01P13012		2010-RD-RD00-53510-000000-		13.12		
401449	03/29/2024	EFT	000103 Center For Local Governme	40.00			
	2327		1010-SV-SV00-53410-000000-		40.00		
401450	03/29/2024	EFT	000192 Ohio Newspapers Inc	506.16			
	I00826042-03032024		1010-AD-AD00-53720-000000-		506.16		
401451	03/29/2024	EFT	000634 Emcor Facilities Services	43,549.98			
	610992C		2090-PD-PD00-53560-000000-		1,056.09		
	610992A		2090-PD-PD00-54550-000000-		187.89		
	610986		1010-AD-AD00-53530-000000-		2,952.46		
	610986		1010-CD-CD00-53530-000000-		2,460.39		
	610986		2010-RD-RD00-53530-000000-		4,677.87		
	610986		2090-PD-PD00-53530-000000-		15,008.37		
	610987		1010-AD-AD00-53530-000000-		5,390.84		
	610987		2070-PI-PI00-53530-000000-		735.12		
	610988		1010-AD-AD00-53530-000000-		2,470.52		
	610988		2090-DS-DS00-53530-000000-		1,235.26		
	610988		2100-DS-DS00-53530-000000-		1,235.24		
	610990		1010-PK-PK03-53530-000000-		369.08		
	610990		1010-PK-PK04-53530-000000-		75.84		
	610990		1010-PK-PK11-53530-000000-		948.23		
	610990		1010-PK-PK12-53530-000000-		62.22		
	610991		2050-CE-CE00-53530-000000-		829.77		
	610992B		1010-AD-AD00-53530-000000-		207.40		
	610992B		1010-CD-CD00-53530-000000-		172.84		
	610992B		2010-RD-RD00-53530-000000-		293.82		
	610992B		2090-PD-PD00-53530-000000-		1,054.30		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
	610989		2100-FD-FD00-53530-000000-		2,126.43		
401452	03/29/2024	EFT	000250 Extermital Termite & Pest	340.00			
	INVOICE NO		ACCOUNT		AMOUNT		
	939948		2110-EM-EM00-55060-000000-		40.00		
	939790		2110-EM-EM00-55060-000000-		40.00		
	940665		2110-EM-EM00-55060-000000-		40.00		
	941192		2110-EM-EM00-55060-000000-		40.00		
	941158		2110-EM-EM00-55060-000000-		90.00		
	941189		2110-EM-EM00-55060-000000-		50.00		
	941377		2110-EM-EM00-55060-000000-		40.00		
401453	03/29/2024	EFT	004278 FAAC Incorporated	2,440.00			
	006244		2090-PD-PD00-54830-000000-		2,440.00		
401454	03/29/2024	EFT	000264 Fire Safety Services Inc.	1,634.25			
	240286		2100-FD-FD00-54550-000000-		1,634.25		
401455	03/29/2024	EFT	002825 First Choice Coffee Servi	318.39			
	366744		2100-FD-FD00-54530-000000-		318.39		
401456	03/29/2024	EFT	002788 Hightowers Petroleum Co.	28,192.50			
	110390		1010-00-0000-11060-000000-000000		28,192.50		
401457	03/29/2024	EFT	000401 Martin Marietta	1,215.02			
	41934769		2010-RD-RD00-54550-000000-		919.03		
	41934770		2010-RD-RD00-54550-000000-		295.99		
401458	03/29/2024	EFT	003210 Mathewsgroup	1,270.00			
	240322		2070-PI-PI00-56020-000000-		1,270.00		
401459	03/29/2024	EFT	000552 The Mclean Co	2,710.13			
	w39580		2010-RD-RD00-53560-000000-		2,710.13		
401460	03/29/2024	EFT	000447 Murphy Supply Company	2,700.85			
	212509		2100-FD-FD00-54550-000000-		279.50		
	212638		2100-FD-FD00-54550-000000-		2,421.35		
401461	03/29/2024	EFT	001993 National Voa Museum of Br	50,000.00			
	01/22/24		1010-AD-AD00-56010-000000-		50,000.00		
401462	03/29/2024	EFT	003478 O'Reilly Auto Enterprises	176.65			
	1738-341926		2010-RD-RD00-53510-000000-		25.69		
	1738-343423		2010-RD-RD00-53510-000000-		50.31		
	1738-343423		2090-PD-PD00-53510-000000-		50.31		
	1738-343423		2100-FD-FD00-53510-000000-		25.17		
	1738-343423		2110-EM-EM00-53510-000000-		25.17		
401463	03/29/2024	EFT	000475 Overhead Door of Cincinna	55.00			
	958721		2100-FD-FD00-54550-000000-		55.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
401464	03/29/2024	EFT	004275 PlayCore wisconsin Inc	589.64			
			INVOICE NO	ACCOUNT	AMOUNT		
			PJI-0230670	1010-PK-PK03-53530-000000-	589.64		
401465	03/29/2024	EFT	000866 Precision Mulching Inc	25,566.00			
	13939		1010-AD-AD00-53530-000000-		666.90		
	13939		1010-PK-PK03-53530-000000-		222.30		
	13939		1010-PK-PK04-53530-000000-		666.90		
	13939		1010-PK-PK11-53530-000000-		666.90		
	13939		1010-PK-PK14-53530-000000-		666.90		
	13939		2010-RD-RD00-53530-000000-		2,223.30		
	13939		5080-RD-RD00-54550-000000-		20,452.80		
401466	03/29/2024	EFT	004279 President and Fellows of	17,400.00			
	HKSEE044836		1010-AD-AD00-53410-000000-		17,400.00		
401467	03/29/2024	EFT	000505 Rumpke of Ohio Inc.	285.14			
	0348477		2100-FD-FD00-53530-000000-		74.41		
	0381483		2100-FD-FD00-53530-000000-		69.23		
	0349719		2100-FD-FD00-53530-000000-		74.57		
	0251503		2100-FD-FD00-53530-000000-		66.93		
401468	03/29/2024	EFT	001481 S.A. Comunale Co.,Inc.	2,408.00			
	F188865		2100-FD-FD00-53530-000000-		172.00		
	F191934		2100-FD-FD00-53530-000000-		187.00		
	F188861		2100-FD-FD00-53530-000000-		298.00		
	F1911960		2100-FD-FD00-53530-000000-		86.00		
	F191963		2100-FD-FD00-53530-000000-		113.00		
	F191962		2100-FD-FD00-53530-000000-		146.00		
	F320258		2100-FD-FD00-53530-000000-		290.00		
	F243718		2100-FD-FD00-53530-000000-		177.00		
	F321255		2100-FD-FD00-53530-000000-		150.00		
	F320245		2100-FD-FD00-53530-000000-		95.00		
	F320251		2100-FD-FD00-53530-000000-		185.00		
	F324002		2100-FD-FD00-53530-000000-		185.00		
	F321241		2100-FD-FD00-53530-000000-		324.00		
401469	03/29/2024	EFT	003792 Skydio Inc	2,299.08			
	INV-90637		2090-PD-PD00-54830-000000-		2,299.08		
401470	03/29/2024	EFT	002453 Sora's Towing Inc.	400.00			
	345926		2090-PD-PD00-53240-000000-		200.00		
	345931		2090-PD-PD00-53240-000000-		200.00		
401471	03/29/2024	EFT	002542 Sunbelt Rentals Inc.	366.06			
	152005662-0001		2040-RD-RD00-54550-IHCLVT-		366.06		
401472	03/29/2024	EFT	002640 T-Mobile Usa Inc	25.00			
	9561475747		2090-PD-PD00-53190-000000-		25.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9999-00-0000-10110-000000-000000

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
			68 CHECKS	CASH ACCOUNT TOTAL	715,149.40	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
68 CHECKS	FINAL TOTAL	715,149.40	.00

** END OF REPORT - Generated by Felicia Krutka **

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Requisition Item
Submitted By:	
Kenneth Keim, Director of Finance	

Motion:
Frost Brown Todd LLC - \$72,520.86 - Legal Services through February 29, 2024 (various departments)

Background:												
<p>For legal services through February 29, 2024:</p> <table> <tr> <td>Administration</td> <td>36,161.03</td> </tr> <tr> <td>Roads</td> <td>1,089.00</td> </tr> <tr> <td>Police</td> <td>12,148.50</td> </tr> <tr> <td>Fire</td> <td>22,891.33</td> </tr> <tr> <td>UCB TIF</td> <td>231.00</td> </tr> <tr> <td>Total</td> <td>\$72,520.86</td> </tr> </table>	Administration	36,161.03	Roads	1,089.00	Police	12,148.50	Fire	22,891.33	UCB TIF	231.00	Total	\$72,520.86
Administration	36,161.03											
Roads	1,089.00											
Police	12,148.50											
Fire	22,891.33											
UCB TIF	231.00											
Total	\$72,520.86											

Finance	Budgeted Item:	Yes; Operational, TIF		
	CIP #:			
	TIF Info:	UCB TIF		
	Purchase Order:	24001225	Total Encumbrance:	\$ 72,520.86

Invoice Date Invoice #	Invoice 210439438 03/22/24	Invoice 210439015A 03/20/24							Total	Retainer	Total
Department											
Admin	36,161.03								36,161.03		36,161.03
Roads	1,089.00								1,089.00		1,089.00
Cemetery	0.00								0.00		0.00
PIE	0.00								0.00		0.00
Police	5,742.00	6,406.50							12,148.50		12,148.50
Fire	22,891.33								22,891.33		22,891.33
DS	0.00								0.00		0.00
CinDay TIF	0.00								0.00		0.00
CBD TIF	0.00								0.00		0.00
UCB TIF	231.00								231.00		231.00
747 TIF	0.00								0.00		0.00
	66,114.36	6,406.50	0.00	0.00	0.00	0.00	0.00	0.00	72,520.86	0.00	72,520.86

Accounting Reconciliation of Primary Invoice											
101	201	205	207	209	210	209 / 210	215	217	218	219	FUND #
AD	RD	CE	PIE	PD	FD	DS	CinDay TIF	CBD TIF	UCB TIF	747 TIF	TOTAL
1,122.00	396.00			396.00	759.00				66.00		2,739.00
15,649.53	693.00			5,346.00	643.50				165.00		22,497.03
759.00					10,017.19						10,776.19
17,574.50					8,237.64						25,812.14
1,056.00					3,234.00						4,290.00
											-
											-
											-
											-
											-
36,161.03	1,089.00	0.00	0.00	5,742.00	22,891.33	0.00	0.00	0.00	231.00	0.00	66,114.36



P.O. Box 5716
Cincinnati, OH 45201-5716
(513) 651-6800
Facsimile (513) 651-6981
www.frostbrowntodd.com

West Chester Township
Attn: Mr. Ken Keim, Finance Director
9113 Cincinnati-Dayton Road
West Chester, OH 45069

Fed # 61-0722001
March 20, 2024
Bill # 210439015A
Account # [REDACTED]

Claim Number: OTR020982A1

RE: [REDACTED] - OTR 020982A1 - Fed. Lawsuit

For Professional Services Rendered Through February 29, 2024	6,406.50
TOTAL THIS BILL:	6,406.50
TOTAL AMOUNT DUE:	6,406.50

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLP

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: [REDACTED] – Routing Number: [REDACTED] – Swift Number: [REDACTED]



P.O. Box 5716
Cincinnati, OH 45201-5716
(513) 651-6800
Facsimile (513) 651-6981
www.frostbrowntodd.com

West Chester Township
Attn: Mr. Ken Keim, Finance Director
9113 Cincinnati-Dayton Road
West Chester, OH 45069

Fed # 61-0722001
March 22, 2024
Bill # 210439438
Account # [REDACTED]

For Professional Services Rendered Through February 29, 2024	64,225.50
Expenses Through February 29, 2024	1,888.86
TOTAL THIS BILL:	66,114.36

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLP

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: [REDACTED] – Routing Number: [REDACTED] – Swift Number: [REDACTED]

**Monthly Matter Summary
For Services Rendered Through February 29, 2024**

Matter #	Matter Description	Fees	Disbursements	PrePay Amount	Total
0265899	[REDACTED]	1,551.00	0.00	0.00	1,551.00
0268857	[REDACTED]	1,188.00	0.00	0.00	1,188.00
0315629	[REDACTED]	15,583.50	66.03	0.00	15,649.53
0354458	[REDACTED]	759.00	0.00	0.00	759.00
0474490	[REDACTED]	24,420.00	2.00	0.00	24,422.00
0757718	[REDACTED]	1,056.00	0.00	0.00	1,056.00
0761832	[REDACTED]	9,900.00	117.19	0.00	10,017.19
0771364	[REDACTED]	6,534.00	1,703.64	0.00	8,237.64
0776666	[REDACTED]	3,234.00	0.00	0.00	3,234.00
Total		64,225.50	1,888.86	0.00	66,114.36

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Requisition Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Mobilcomm, Inc. - \$21,739.76 - Upgrade Station Alert systems to interface with Locution Automated Dispatch (CIP 1887)

Background:
<p>Dispatch processing times are a critical time segment of emergency response. As West Chester continues to grow, the need to help automate the dispatching process has become apparent. This will help ensure the quickest response possible. As a result of our research related to dispatch automation of the Fire Department, CIP 1887 was created to upgrade our dispatch center to function with Locution automated dispatching.</p> <p>A portion of this upgrade involved moving the dispatching channel off of the Butler County VFH Channel and moving to 800 MHz P25 channels. In addition to connecting to Locution, moving off of the county-wide VHF channel will prevent delays that occur due to multiple communications centers using the same channel simultaneously.</p> <p>Mobilcomm is the sole source dealer and installer for the Motorola based alerting system. This Purchase Order will fulfill CIP 1887 and ensure timely alerting to emergency incidents.</p> <p>Thank you for your consideration.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	1887		
	TIF Info:			
	Purchase Order:	24001153	Total Encumbrance:	\$ 21,739.76

ITEM	QTY	DESCRIPTION	SUBTOTAL	MA
A		Add Unication 800 MHz Pager with Charger Amp for Station 71	3,380.69	
1	2	G4 Unication P25 800 MHz Pager		
2	2	Unication Charger Amp		
3	1	G Series DIN Connector		
4	1	Connector		
5	1	Green Connector		
6	1	Ultra-Sensitive Relay Module		
7	1	Snap Mount Bracket		
8	1	All Band Monitor Antenna		
9	1	Misc Cables, Hardware and Wire Management		
10		Installation		
B		Add Unication 800 MHz Pager with Charger Amp for Station 72	2,695.69	
1	1	G4 Unication P25 800 MHz Pager		
2	2	Unication Charger Amp		
3	1	G Series DIN Connector		
4	1	Connector		
5	1	Green Connector		
6	1	Ultra-Sensitive Relay Module		
7	1	Snap Mount Bracket		
8	1	All Band Monitor Antenna		
9	1	Misc Cables, Hardware and Wire Management		
10		Installation		
C		Add Unication 800 MHz Pager with Charger Amp for Station 73	1,850.87	
1	1	G4 Unication P25 800 MHz Pager		
2	2	Unication Charger Amp		
3	1	G Series DIN Connector		
4	1	Connector		
5	1	Green Connector		
6	1	Ultra-Sensitive Relay Module		
7	1	Snap Mount Bracket		
8	1	Misc Cables, Hardware and Wire Management		
9		Installation		
D		Add Unication 800 MHz Pager with Charger Amp for Station 74	2,695.69	
1	1	G4 Unication P25 800 MHz Pager		
2	2	Unication Charger Amp		
3	1	G Series DIN Connector		
4	1	Connector		
5	1	Green Connector		
6	1	Ultra-Sensitive Relay Module		
7	1	Snap Mount Bracket		
8	1	All Band Monitor Antenna		
9	1	Misc Cables, Hardware and Wire Management		
10		Installation		

SCOPE of WORK for:	West Chester Fire Department
Description of Work:	Supply and Install a Unication Pager with Charger Base into all
Proposal By:	Rick Swain

Work Description	Details - Please contact Rick Swain for questions or clarification of this document	Mobicom	Customer	Other
SCOPE OF WORK				
NOTES & ASSUMPTIONS	This quote will move the fire station alert tones from present VHF system to the 800 MHz P25 radio system backbone. The new Primary Alert Tone scheme will be launched from a customer purchased Locution System with a single PTT box operating a new APX4500 control base. The existing MCC7500 consoles will have the pre-programmed paging buttons reconfigured with the new alert tones sequences so manual station alerts / dispatches can still be sent in the event the Locution system is off-line.	X	X	X
	A G4 Unication Pager with Charger Base will be added to the existing station alert system at all five fire stations: 71, 72, 73, 74 & 75. This will replace the VHF Informers.	X		
	The existing outside receiver antenna will be replaced with a wideband monitor antenna and will feed the new 800 MHz Unication Pager and any other monitor receivers at Station 71, 72, 74 & 75.	X		
	Station 73 already has a broadband antenna in place which will feed the Unication G4 Pager as well as any other monitor receivers present.	X	X	
	The Unication pagers will be installed inside or may sit on top of existing controller cabinet, if adequate room is unavailable inside enclosure. It is assumed space is available for the pager and charger amp to be installed.	X	X	
	It is assumed the Station Alert Systems, PA & Speaker Systems, Monitor Radio and antennas are in good working order.		X	
	Unication Programming of the new Tone Alerting Scheme is included.	X	X	
			X	
LOCUTION	The Locution PTT equipment, to be installed, is to be supplied by the customer and installation to be assisted by Locution.	X	X	X
	It is assumed adequate wall or rack space is available for the PTT Box enclosure to be mounted on.	X	X	
	A 120 VAC Emergency Power Outlet should be available within ~6' of the PTT enclosure and Control Base location.		X	
	Any required electrical work is the customers responsibility		X	
	This quote does not include mounting, wiring, loading of software or configuring of the Locution Server. This can be quoted if desired.		X	X
	Locution to provide CAD / Locution interface and configuration.			X
	The Locution PTT will become the Primary Fire / EMS Alert Encoder and will send dispatches over a fixed 800 MHz P25 TG via the new Motorola APX4500 Control Base.	X	X	X
	In the event of the Locution system is off line, the MCC7500 consoles will have pre-programmed Paging Icons that will allow the dispatcher to send manual alert sequences follow with a live dispatcher voice dispatch message.	X	X	
Spare Equipment	A spare Charger Amp, for each station (5) is included.	X	X	
	A Spare Pager (1) is included.	X	X	
Control Base Antenna	The new control base antenna installation will be included in this quote but is contingent on a site visit.	X	X	
	The proposed spot for the new antenna is on the existing antenna mast, south side of the upper level near the East most garage door.	X	X	
P25 CONTROL BASE	The APX 4500 mobile control base is not included in this quote but will be quoted separately as a MR quote with the customer PO to be issued to Motorola Solutions if accepted.		X	X
	Supply Chain Delays could be possible.			X

TERMS / CONDITIONS for: West Chester Fire Department
Description of Work: Supply and Install a Unication Pager with Charger Base into all
Proposal By: Rick Swain

Item Description	Details - Please contact Rick Swain for questions or clarification of this document	Mobilcomm	Customer	Other
Owner Responsibilities	Costs associated with any of the following are excluded unless specifically listed in the proposal			
	Cost of any required permits for zoning and/or building will be the owner(s) responsibility		X	
	Access to building is available to Mobilcomm personnel		X	
	If building or tower space is leased, permission to use the property has been obtained		X	
	Leased tower space may require load analysis and additional fees imposed by the tower owner		X	
	Electric service is available where needed or will be provided by the owner(s)		X	
	IP network requirements, if needed, are understood and agreed to by the owner's IT personnel		X	
	HEPA tents, if required, must be supplied by the owner(s)		X	
	Rental of lift platforms, if required, is not included		X	
	Mobilcomm must be informed of any known or potential hazards on the property; if hazards are present, cost for remediation will be the owner(s) responsibility.		X	
	If asbestos is present, cost for remediation will be the owner(s) responsibility		X	
	Notify Mobilcomm prior to the proposal if plenum rated cable is required for any portion of the project		X	
	Notify Mobilcomm prior to the proposal if site safety training is required and length of time to complete		X	
Assumptions	Floor space or wall space is available		X	
	Antenna & cable routing paths are available		X	
	Building ground system connection is available		X	
	A backup power plan, if required, is understood and agreed to by the owner(s)		X	
	The proposed radio coverage area is understood and agreed to by the owner(s)		X	
	An FCC license can be obtained for the required frequency(s)		X	
	Subscriber radio programming plan is understood and agreed to by the owner(s)		X	
	A site inspection and installation plan has been performed and approved by the owner(s)		X	
	All work will be performed during normal business hours		X	
Proposal	All work is proposed during normal business hours, 8:00am through 4:00pm Monday through Friday			
	After hours or weekend work is not included; if required, additional labor will be added to the final invoice			
	Prevailing wage is not included; if required, Mobilcomm must be notified before accepting this proposal			
	Title will pass upon shipment, risk of loss will pass upon delivery to purchaser's facility			
	Additional charges will apply for any material or labor not included in this document			
	This proposal is valid for 30 days; after that time, a review of the proposal is required			
	Quotations are exclusive of all installation, programming charges and applicable taxes unless expressly stated in the proposal.			
Purchase Orders	Purchase Orders, if required, must be included with the signed copy of this quotation.			
Confidential	This proposal has been prepared for use of the addressee only. This document shall not be reproduced and/or distributed to anyone other than the addressee and required personnel.			
Liability & Damages	Mobilcomm's total liability, arising from the ordered products, will be limited to the purchase price of the products with respect to which losses or damages are claimed.			
	In no event will Mobilcomm be liable for incidental or consequential damages			
Maintenance Agreement	Maintenance (if included) provides labor and parts for the time period stated at the bottom of this quotation. Please read the maintenance agreement document for additional conditions and/or restrictions that may apply to your particular equipment.			
Manufacturer's Warranty	Manufacturer's standard equipment warranty (furnished upon request) applies to all ordered equipment. Mobilcomm disclaims all other warranties with respect to the ordered products, express or implied, including the implied warranties or merchantability and fitness for a particular purpose.			
Returns	Ordered equipment may be returned for a full refund, less a 20% restocking fee, if the equipment is returned unused and undamaged, in it's original packaging, within fifteen (15) days after shipment.			
Payment Terms & Tax	If sales tax is not included, this is indicated on the proposal			
	Final payment is due within thirty (30) days after completion of the project			
	Payment by credit card on orders over \$5000 will have a 3% surcharge added to the final invoice			
Acceptance	By accepting this proposal, it is assumed that you have read and understood these terms and conditions. If you do not understand this document or scope of work, please contact the person that prepared this document for clarification.			

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Requisition Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Vance Outdoors, Inc. - \$70,686.00 - Purchase 100 duty pistols (CIP 1960)

Background:
<p>The police department requests the Trustee’s approval to purchase 100 duty pistols, including attachments and accessories. CIP 1960 has been budgeted for \$70,000.00 to replace and upgrade the targeting system.</p> <p>This quote is \$686.00 over the estimated CIP due to the current market value of used weapon trade-in values and will be paid for through drug forfeiture funds.</p> <p>The total amount requested is \$70,686.00 to Vance Outdoors, Inc.</p> <p>Thank you for your consideration.</p>

Finance	Budgeted Item:	N/A; CIP		
	CIP #:	1960		
	TIF Info:			
	Purchase Order:	REQ 24001216	Total Encumbrance:	\$ 70,686.00



Send PO's To:
 3723 Cleveland Ave
 Columbus, OH 43224
 Ph (614)471-0712

Remit Pymt To:
 4250 Alum Creek Dr
 Obetz, OH 43207
 Ph (614)489-5025

Account Name WEST CHESTER TOWNSHIP POLICE DEPARTMENT
 Contact Name Eric Couch
 Bill To 9577 BECKETT RD
 STE 500
 WEST CHESTER, OH 45069
 Phone 513-759-7250
 Email ecouch@westchesteroh.org

Date 3/21/2024
 Quote Number 00058842
 Prepared By Emma Bailey

Quantity	Product Family	Style Number	Description	Unit of Measure	Sales Price	Total Price
100.00	Holosun	EPS-RD-MRS LEM	Red Multi-Reticle, 7075 Aluminum, Enclosed, Solar, Shake Awake, Pistol	Each	\$337.75	\$33,775.00
100.00	Alien Gear	RD-M-0692-BW-RH-L1-B	Rapid Force Duty Holster LVL 3 - Mid Ride Belt Slide - Sig P320 Compact/Carry 9 mm/.40 cal/M18/XCarry - Basket Weave Black - Right Hand - Light-Bearing - Bag Packaging	Each	\$105.25	\$10,525.00
100.00	Alien Gear	RFPT-TA-BK-B	Rapid Force - Tactical Adapter - Black - Bag Packaging	Each	\$10.00	\$1,000.00
100.00	Alien Gear	RBS-H-BK-B	Rapid Force Belt Slide Expansion - High Ride - Black - Bag Packaging	Each	\$20.00	\$2,000.00
100.00	Sig Sauer	W320CA-9-BXR3-PRO	Model P320 Carry 9mm Professional with 3.9" Bbl, Nitron Finish, X-Ray3 Night Sights, Medium Polymer X Grip Module, Optics Ready, (3) 17-Round Magazines, Hard Case & Cable Lock		\$526.36	\$52,636.00

Subtotal \$99,936.00
 Trade In Value \$29,400.00
 Shipping and Handling \$150.00
 Tax \$0.00
 Quote Grand Total \$70,686.00

Trade In Notes

QTY: 38 - Sig Sauer L320CA-9-BSS, 9mm, Striker, Siglite Night Sights, 3 Mags @ \$275.00 EACH - TOTAL @ \$10,450.00
 QTY: 48 - Sig Sauer L320F-9-BSS, 9mm, Striker, Siglite Night Sights, 3 Mags @ \$275.00 EACH - TOTAL @ \$13,200.00
 QTY: 5 - Sig Sauer W320CA-9-BSS, 9mm, Striker, Siglite Night Sights, 3 Mags @ \$275.00 EACH - TOTAL @ \$1,375.00
 QTY: 10 - Sig Sauer W320CA-9-BSS, 9mm, Striker, Siglite Night Sights, 3 Mags @ \$300.00 EACH - TOTAL @ \$

RETURNED GOODS POLICY

Please note that returned goods must have prior authorization.

DEFECTIVE MERCHANDISE POLICY

Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

For Prompt resolution, please notify us immediately upon receiving your shipment if you encounter any shortages or damages.



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
Ph (614)471-0712

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
Ph (614)489-5025

3,000.00

QTY: 5 - Sig Sauer W320F-9-BSS, 9mm, Striker, Siglite Night Sights, 3 Mags @ \$275.00 EACH - TOTAL @ \$1,375.00

TOTAL TRADE @ \$29,400.00

Payment Details

Net 30



Number of Days

Credit Card



Quote Valid

Quote Valid 30 Days

If Making Payment Via Credit Card, Please Call

614-471-0712

NOTE: CREDIT CARDS OVER \$1,000 INCUR A 3% SURCHARGE

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For Prompt resolution, please notify us immediately upon receiving your shipment if you encounter any shortages or damages.



Interoffice - Memorandum

To: Larry D. Burks, Township Administrator

From: Colonel Joel M. Herzog, Chief of Police

Date: April 9, 2024

**RE: REQUISITION ITEM: Vance Outdoors, Inc. - \$70,686.00 - purchase
100 duty pistols including attachments and accessories CIP# 1960**

The police department is requesting the Trustee's approval to purchase 100 duty shotguns including attachments and accessories CIP# 1960. CIP# 1960 has been budgeted for \$70,000.00 to replace aged and worn equipment that has exceeded the 7-10 year life expectancy.

This purchase will replace 100 duty pistols that have reached the end of their service life. This purchase will be paid for through drug forfeiture expenses.

The police department is requesting REQ24001216 payable to Vance's Outdoors, Inc. in the amount of \$70,686.00.

Thank you for your consideration.

1960 Duty Weapon Replacement

Replace duty weapons with life expectancy of \$70,000.00
7-10 years. Includes holsters and red dot



Purpose Replace worn weapon system, yet to be determined

Account Code 262-PD00-5705

Location:

Priority High

Department Notes:

Audit Trail Notes:

CIP originally budgeted for \$70K

Additional \$1686.00 - use acct # 262-54010

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Requisition Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Bachman’s, Inc. - \$38,700.20 - Replace two HVAC units (CIP 2004)

Background:
<p>The Police Department is requesting Trustee approval for the purchase of two 5-ton Carrier Water Source Heat Pumps to replace two HVAC units. CIP 2004 has been budgeted for \$150,000.00.</p> <p>The Police Department has 26 separate heat pumps in the building. All units are original and are now 19.5 years old. With much care and maintenance, the Police Department has been able to extend the service expectancy of these units. Unfortunately, service parts are no longer available for these units and will ultimately need to be replaced. The plan is to replace units as they break down for the next five years or longer until all units have been replaced.</p> <p>The Police Department requests a Purchase Order in the amount of \$38,700.20 which includes a 10% contingency of \$3,518.20. The purchase will use TIF funds for replacement.</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	CIP 2004		
	TIF Info:	2190-00-0000-57050-000000		
	Purchase Order:	REQ 24001198	Total Encumbrance:	\$ 38,700.20



4058 Clough Woods Drive
Batavia, Ohio 45103
Phone: 513-943-5300
Fax: 513-943-5310
OH Lic. #16857
KY Lic. #M02378

March 21, 2024

Jeff McElwain
West Chester – Police
9577 Beckett Road Suite 900
Cincinnati, OH 45069

RE: Replacement of (2) Water Source Heat Pumps #17 & #18

Dear Mr. McElwain:

I am pleased to provide a proposal for the (2) water source heat pump installation at 9577 Beckett Road Suite 900. Bachman's Inc. specializes in commercial and industrial applications and provides outstanding design/build construction and cost-effective pricing for our clients. We've been a family-owned business for over 69 years and take great pride in satisfying our customers' needs—on time and on budget.

We shall provide the following labor and material:

- Install (2) Carrier 50PCV060 WSHP w/ filter rack and 1" hose kit
- Hook up existing water piping
- Hook up existing condensate piping
- Hook up to existing duct work
- Hook up new temperature sensors to new equipment
- Start-up, freight, rigging, one-year service warranty, additional one-year factory warranty on compressors only for a total price: **\$35,182.00.**

Excluded

- Permits
- Smoke detectors.
- Tax
- Hook up power wiring and program to Carrier Ivu Controller

Quotations are subject to acceptance within 30 days from the above date. Terms net 30 days. We appreciate this opportunity to quote. If there are any questions, please feel free to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kyle Joyce', written over a horizontal line.

Kyle Joyce
Project Sales

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Requisition Item
Submitted By:	
Arun Hindupur, Director of Public Works/Community Services	

Motion:
National Shotcrete LLC - \$306,511.70 - Repair storm water pipes (CIP 1613)

Background:
<p>Along with the ARPA Funding available for storm pipe repair, West Chester budgeted \$440,000 in 2024 to perform storm pipe maintenance throughout the Township. Outside of the Township’s annual storm pipe contract and the Cured In Place Pipe (CIPP) Lining contract through BCEO, 6 sections of storm pipe are in need of repair using the shotcrete methodology which is concrete or mortar conveyed (sprayed) through a hose and pneumatically projected at high velocity onto a surface..</p> <p>Shotcrete addresses storm pipe segments throughout the Township that are generally greater than 10’ deep and that are greater than 30” in diameter which are not addressed through either the CIPP contract or the Township’s storm pipe contract.</p> <p>Community Services solicited quotes for the work and have selected National Shotcrete LLC dba National Gunitite to perform the work. This specialty work can be completed using a liner in the existing storm pipe rather than digging up the pipes that are deep or around numerous utility lines. Lining the pipes in this case is more cost effective and less disruptive. This contractor has performed work in West Chester previously.</p> <p>The Community Services requests a PO in the amount of \$306,511.70 which includes a 10% contingency of \$27,864.70 for pipe repair from various sources.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	1613		
	TIF Info:			
	Purchase Order:	24001191	Total Encumbrance:	\$ 306,511.70



111 ROOSEVELT BOULEVARD, JOHNSTOWN, PA 15906
PHONE: 814-533-5780 FAX: 814-535-5328

PROPOSAL

Date: February 28, 2024

TASK ID: **167908**

Project: 5459 Oldgate Drive, West Chester Township

Contact: Jim Rigsby
Roads and Maintenance Superintendent
9577 Beckett Road, Suite 900
West Chester, OH. 45069
513-777-8765: Office
513-777-1813: Fax
jrigsby@westchesteroh.org

PROJECT TITLE:

Rehabilitate approximately one-hundred fifty-two (152') of a 60" Corrugated Metal Pipe (CMP)

GENERAL SCOPE OF WORK:

National Gunite proposes to clean and structurally rehabilitate approximately one-hundred fifty-two feet (152') of a 60" Corrugated Metal Pipe with a full diameter/circumferential lining using a nominal 2 inches of 5,000 psi shotcrete at 28 days to stop infiltration and potential sinkholes. The shotcrete will be enhanced with welded wire mesh reinforced as described below.

We will include the following items if shaded:

MATERIALS:

- Gunite / Shotcrete
- Strongseal
- Pre-bag Material
- Concrete Additives
- Pressure Grouting (Cement-Based)
- Chemical Grouting
- Epoxy Injection
- Chimney Seals

REINFORCING:

- Reinforcing Mesh
- Reinforcing Steel
- Anchor Bolts
- Polypropylene/ Steel Fibers

CURING:

- Water Curing
- Compound Curing
- Natural Curing

SITE:

- Water to Our Tank
- Sanitary Facilities
- Scaffolding
- Traffic Control
- Safety Equipment
- Dewatering or Shoring
- Protection, Covering, or Cleaning
- Removal of Excess Sand
- Removal of Rebound
- Removal of Epoxy Injection Ports
- Confined Space Equipment

PREPARATION OF SURFACES:

- Chipping
- Sandblasting
- Water blasting
- Forms-Headers
- Excavation and Fine Grade
- Expansion Joints
- Weep Holes
- Removal of Manhole Steps

FINISH:

- Trowel & Broom
- Natural Gun
- Float
- Other

TESTING:

- Pre-Construction
- Water Test
- Vacuum Test
- Test Panels

SPECIAL CONDITIONS:

- Permits
- Performance & Payment Bond
- Certified Payroll

ANY ADDITIONAL ITEMS:

1. Grass and sinkhole restoration by others
2. West Chester to provide Water, if needed
3. West Chester to provide any setup area
4. West Chester to provide and traffic control
5. West Chester to provide place to dump any Cleanings from the pipe(s)

DETAILED SCOPE OF WORK:

- A. PRELIMINARY SITE WORK** - Upon mobilizing to the site, National Gunite will cordon off our site staging area to protect and ensure the safety of any pedestrian and vehicular traffic.

Before entering the pipe, National Gunite will sample the atmospheric conditions as well as constantly monitor the air within the pipe in accordance with 29 CFR 1926 Code of Federal Regulations as it pertains to confined space entry. All National Gunite personnel have completed the necessary confined space training and meet all OSHA requirements and certifications.

- B. PIPE PREPARATION** - National Gunite will control the water flow within the pipe structure as well as dewater our work area within the confines of the pipe by constructing a temporary sandbag weir and directing the flow through an internal flume system.

The temporary PVC piping will carry the water past our work area, keeping it dry. The sand bag weir is designed so that, in the event of a major weather system, it will either overtop or collapse to allow the high flow to move through the existing corrugated metal pipe without back pooling.

As an alternative to the flume system, bypass pumping may be necessary. If so, the cost will be included in our proposal, and no additional charges will be assessed. Because flow is often reduced in the evening, we require the option of performing our work at night.

National Gunite will then clean and prepare the interior of the pipe. Heavy debris will be removed either mechanically or by hand. Any deteriorating sections of pipe will be removed by using cutting blade grinders and/or pneumatically powered saws.

Lastly, the entire pipe structure will be water blasted to remove all remaining dirt and debris to prepare the surface for the shotcrete application.

- C. REINFORCEMENT** – National Gunite will install a 2" x 2", 12-gauge galvanized, welded wire fabric blanket, anchored securely with self-tapping screw anchors placed on 24-inch centers each way. The fabric will be tied to the anchors with 16-gauge annealed tie wire.
- D. GUNITE WORK**- All work will be done in strict accordance with American Concrete Institute's 506 R95 Guide to Shotcrete. The shotcrete mix will be comprised of 1 cubic foot of Portland Type I-II cement mixed thoroughly with 3 cubic feet of ASTM C-33 concrete sand and enhanced with 7 lbs. of micro-silica. The dry ingredients will be

pneumatically projected through the shotcrete hose and hydrated with 4.5 gallons of potable water at the nozzle.

The mix will yield a compressive strength of 5,000 psi at 28 days. The freshly placed shotcrete will then be screeded, broomed, and allowed to naturally cure in the moist confines of the CMP.

All rebound will be removed from the pipe on a daily basis, and all debris created as the result of our operation will be removed from the sewer line and disposed of properly. Photographs will be provided of our finished work.

- E. RESULTS** - It is generally acknowledged throughout the pipe rehabilitation industry, as well as the Trenchless Technology circuit, that a shotcrete-lined pipe will yield a minimum of 50 to 75 years of additional life.

Also, Manning's coefficient (a measure of roughness) for corrugated metal pipe is about 0.022, while trowel-finished shotcrete is 0.012. The smoother surface more than compensates for the minor decrease in cross-sectional area that results from the guniting process.

PRICING:

In consideration of completing the work described above, we are to be paid the following amounts:

Mobilization *	\$ 1,500.
Rehabilitate approximately 152' of 60" CMP pipe as detailed above, Lump Sum Complete:	\$ 69,802.

WARRANTY: National Gunitite guarantees our work, and shall remedy without cost to the Owner, any defects that may develop from our materials or workmanship for a period of one year from the date of final payment.

***If this work is completed the same time as the other work currently under contract with West Chester than the mobilization charge will be reduced or waived.**

Terms: Net 30 days upon completion of project.

RESUMES OF MANAGEMENT PERSONNEL:**Paul M. Nikonow, P.E.****Vice President****Johnstown, PA**

1983 - 2012 Laurel Management
2012 - Present National Gunite / Laurel Management

Paul has more than 30 years of utility construction experience. He has a BS in Civil Engineering, a MS in Mechanical Engineering, and has been a Registered Professional Engineer since 1986.

Shane Snyder**Vice President****Turbotville, PA**

2006 - Present National Gunite

Shane has spent his entire Shotcrete career in pipeline rehabilitation and was promoted from foreman to superintendent in 2011 to Eastern Regional Director in 2017 and Vice President in 2022.

Tim Martin**Midwest Regional Director****Indianapolis, IN**

2006 - 2015 Trotter Construction Group
2015 - 2016 FOSO Construction, LLC
2016 - Present National Gunite

Tim has extensive experience in all aspects of utility infrastructure and has held such positions as project engineer, estimator, project manager, business development director and operations manager.

Tim has spent the last 15 years rehabilitating sanitary sewer lines and structures in Louisville, KY, Columbus, OH and throughout the state of Indiana.

REFERENCES:

John Morgan
Manager - Special Projects
Citizens Energy Group
2020 N Meridian St, Indianapolis, IN 46202-1306
317-924-3311
<http://www.citizensenergygroup.com>

Daniel S. Deiseroth, P.E.
Executive Vice President
The Gateway Engineers
400 Holiday Drive, Suite 300
Pittsburgh, PA 15220
Office: 412-921-4030 ext. 110
ddeiseroth@gatewayengineers.com

Roger Hanas
Project Manager
Citizens Energy Group
2020 N Meridian St, Indianapolis, IN 46202-1306
317-924-3311
<http://www.citizensenergygroup.com>

Bob Carpenter
Service Representative
Insight Pipe Contracting
232 E. Lancaster Road
Harmony, PA 16037
Office: 724-452-6060
Cell: 412-292-4423
bob.carpenter@insightpipe.com

Eric Haenlein, P.E.
Inliner
4520 North State Road 37
Orleans, IN 47452
Office: 812-865-3232
Cell: 317-439-4025
Eric.haenlein@layne.com

TERMS AND CONDITIONS:

A. GENERAL

1. This document represents the entire agreement between the Customer and National Gunite. It covers all of the work to be done under this proposal, and there are no prior representations, either verbal or written, that are outside of this proposal or contract. Any subsequent modification or change must be made in writing and signed by authorized representatives of both the Customer and National Gunite.
2. In the event that a purchase order and/or subcontract agreement is issued for the proposed work, the section above designated "Scope or Work" must be included on said purchase order or subcontract. Alternatively, this proposal may be attached to the purchase order or subcontract agreement.
3. This proposal does not become a contract until it is signed by the Customer and the Vice President of National Gunite.
4. It is agreed that National Gunite shall be permitted to prosecute work without interruption. For any delays created by the Owner/Contractor, their employees or their representatives, it is agreed that National Gunite shall be reimbursed for actual expenses and damages. These costs include but are not limited to labor, owned equipment, rented equipment, and applicable taxes.
5. National Gunite carries the following insurance coverage:

General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Umbrella Liability	\$10,000,000 each occurrence; \$10,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Workman's Comp.	\$1,000,000 each accident

B. LIMITATIONS & EXCLUSIONS

1. This proposal is based upon current prices and conditions and may be withdrawn if not accepted within fifteen (15) days.
2. Unless specifically noted otherwise, all National Gunite labor is this proposal is priced at non-prevailing wage rates.
3. Execution of the work covered by this proposal is contingent upon the nonoccurrence of strikes, fires, accidents, delays of carriers, delays in delivery of material or other unavoidable circumstances that are beyond the reasonable control of National Gunite.
4. National Gunite reserves the right to sublet any portion of this proposed work if determined to be appropriate.
5. This contract does not include any charges in the way of Federal, State or Municipal taxes which may be imposed upon this transaction. It is understood that if any such taxes do apply, they shall be paid by the Customer.

6. Unless specifically noted, the price contained in this proposal does not include performing any portion of the work during freezing weather. If any work is executed during freezing weather, the Customer shall provide all labor and material in connection with the heating and protection of National Gunite's work and materials. The Customer shall also reimburse National Gunite for the additional costs associated with winter operations.

E. TERMS

1. On or about the tenth (10th) day of each month of the project, the Customer shall pay National Gunite for ninety percent (90%) of the work that was completed during the previous month. Final and full payment shall be made within fifteen (15) days of completion of the project and upon submission of the final invoice.

2. If timely payment for work performed is not made as described above, National Gunite may, at its sole discretion, file the appropriate lien documents on the property described in this proposal.

D. CUSTOMER TO PROVIDE

1. The Customer shall be responsible for providing National Gunite with free access to the site, adequate space to receive and store materials, and sufficient space to enable the proper execution of the work described herein.

2. The Customer shall furnish artificial lighting, if required, and potable water to within fifty (50) feet of the cement gun.

3. The Customer agrees to provide and pay the cost of any and all surety, bonds and permits associated with the project.

ACCEPTANCE OF PROPOSAL:

Name of Company, Owner or Contractor

Date

Name of Individual (Signature)

Title

FOR NATIONAL GUNITE

Paul Nikonow, Vice President



111 ROOSEVELT BOULEVARD, JOHNSTOWN, PA 15906
PHONE: 814-533-5780 FAX: 814-535-5328

PROPOSAL

Date: February 28, 2024

TASK ID: **188778**

Project: 6410 Hamilton Mason Road, West Chester Township

Contact: Jim Rigsby
Roads and Maintenance Superintendent
9577 Beckett Road, Suite 900
West Chester, OH. 45069
513-777-8765: Office
513-777-1813: Fax
jrigsby@westchesteroh.org

PROJECT TITLE:

Rehabilitate approximately thirty-five feet (35') of a 30" reinforced concrete box (RCP) structure.

GENERAL SCOPE OF WORK:

National Gunitite proposes to clean and rehabilitate approximately thirty-five feet (35') of a 30" reinforced concrete box (RCP) structure by using hammer to sound the structure and break off any and all spalling and delaminating concrete. Once all the concrete is chipped back to solid material the cavities and holes will be hand patched using hydraulic cement and finished to a trowel and broom finish. If needed the repairs will be enhanced with welded wire mesh reinforced as described below.

We will include the following items if shaded:

MATERIALS:

- Gunite / Shotcrete
- Hydraulic Cement
- Pre-bag Material
- Concrete Additives
- Pressure Grouting (Cement-Based)
- Chemical Grouting
- Epoxy Injection
- Chimney Seals

REINFORCING:

- Reinforcing Mesh, if needed
- Reinforcing Steel
- Anchor Bolts
- Polypropylene/ Steel Fibers

CURING:

- Water Curing
- Compound Curing
- Natural Curing

SITE:

- Water to Our Tank
- Sanitary Facilities
- Scaffolding
- Traffic Control
- Safety Equipment
- Dewatering or Shoring
- Protection, Covering, or Cleaning
- Removal of Excess Sand
- Removal of Rebound
- Removal of Epoxy Injection Ports
- Confined Space Equipment

PREPARATION OF SURFACES:

- Chipping
- Sandblasting
- Water blasting
- Forms-Headers
- Excavation and Fine Grade
- Expansion Joints
- Weep Holes
- Removal of Manhole Steps

FINISH:

- Trowel & Broom
- Natural Gun
- Float
- Other

TESTING:

- Pre-Construction
- Water Test
- Vacuum Test
- Test Panels

SPECIAL CONDITIONS:

- Permits
- Performance & Payment Bond
- Certified Payroll

ANY ADDITIONAL ITEMS:

1. Grass and sinkhole restoration by others
2. West Chester to provide Water, if needed
3. West Chester to provide any setup area
4. West Chester to provide and traffic control
5. West Chester to provide place to dump any Cleanings from the pipe(s)

DETAILED SCOPE OF WORK:

- A. PRELIMINARY SITE WORK** - Upon mobilizing to the site, National Gunite will cordon off our site staging area to protect and ensure the safety of any pedestrian and vehicular traffic.

Before entering the pipe, National Gunite will sample the atmospheric conditions as well as constantly monitor the air within the pipe in accordance with 29 CFR 1926 Code of Federal Regulations as it pertains to confined space entry. All National Gunite personnel have completed the necessary confined space training and meet all OSHA requirements and certifications.

- B. PIPE PREPARATION** - National Gunite will control the water flow within the pipe structure as well as dewater our work area within the confines of the pipe by constructing a temporary sandbag weir and directing the flow through an internal flume system.

The temporary PVC piping will carry the water past our work area, keeping it dry. The sand bag weir is designed so that, in the event of a major weather system, it will either overtop or collapse to allow the high flow to move through the existing corrugated metal pipe without back pooling.

As an alternative to the flume system, bypass pumping may be necessary. If so, the cost will be included in our proposal, and no additional charges will be assessed. Because flow is often reduced in the evening, we require the option of performing our work at night.

National Gunite will then clean and prepare the interior of the pipe. Heavy debris will be removed either mechanically or by hand. Any deteriorating sections of pipe will be removed by using cutting blade grinders and/or pneumatically powered saws.

Lastly, the entire pipe structure will be water blasted to remove all remaining dirt and debris to prepare the surface for the shotcrete application.

- C. REINFORCEMENT (If needed)** – National Gunite will install a 2" x 2", 12-gauge galvanized, welded wire fabric blanket, anchored securely with self-tapping screw anchors placed on 24-inch centers each way. The fabric will be tied to the anchors with 16-gauge annealed tie wire.
- D. GUNITE WORK**- All work will be done in strict accordance with American Concrete Institute's 506 R95 Guide to Shotcrete. The shotcrete mix will be comprised of 1 cubic foot of Portland Type I-II cement mixed thoroughly with 3 cubic feet of ASTM C-33 concrete sand and enhanced with 7 lbs. of micro-silica. The dry ingredients will be

pneumatically projected through the shotcrete hose and hydrated with 4.5 gallons of potable water at the nozzle.

The mix will yield a compressive strength of 5,000 psi at 28 days. The freshly placed shotcrete will then be screeded, broomed, and allowed to naturally cure in the moist confines of the CMP.

All rebound will be removed from the pipe on a daily basis, and all debris created as the result of our operation will be removed from the sewer line and disposed of properly. Photographs will be provided of our finished work.

- E. RESULTS** - It is generally acknowledged throughout the pipe rehabilitation industry, as well as the Trenchless Technology circuit, that a shotcrete-lined pipe will yield a minimum of 50 to 75 years of additional life.

Also, Manning's coefficient (a measure of roughness) for corrugated metal pipe is about 0.022, while trowel-finished shotcrete is 0.012. The smoother surface more than compensates for the minor decrease in cross-sectional area that results from the guniting process.

PRICING:

In consideration of completing the work described above, we are to be paid the following amounts:

Mobilization *	\$ 1,500.
Rehabilitate approximately 35' of a 30" RCP Box as detailed above, Lump Sum Complete:	\$ 12,523.**

***If this work is completed the same time as the other work currently under contract with West Chester than the mobilization charge will be reduced or waived.**

**** This work is based on a time and material rate of which the cost is higher than I anticipate billing but I wanted to put a worst-case scenario price and offer/apply discounts based on the time it takes to perform the work.**

WARRANTY: National Gunitite guarantees our work, and shall remedy without cost to the Owner, any defects that may develop from our materials or workmanship for a period of one year from the date of final payment.

Terms: Net 30 days upon completion of project.

RESUMES OF MANAGEMENT PERSONNEL:**Paul M. Nikonow, P.E.****Vice President****Johnstown, PA**

1983 - 2012 Laurel Management
2012 - Present National Gunite / Laurel Management

Paul has more than 30 years of utility construction experience. He has a BS in Civil Engineering, a MS in Mechanical Engineering, and has been a Registered Professional Engineer since 1986.

Shane Snyder**Vice President****Turbotville, PA**

2006 - Present National Gunite

Shane has spent his entire Shotcrete career in pipeline rehabilitation and was promoted from foreman to superintendent in 2011 to Eastern Regional Director in 2017 and Vice President in 2022.

Tim Martin**Midwest Regional Director****Indianapolis, IN**

2006 - 2015 Trotter Construction Group
2015 - 2016 FOSO Construction, LLC
2016 - Present National Gunite

Tim has extensive experience in all aspects of utility infrastructure and has held such positions as project engineer, estimator, project manager, business development director and operations manager.

Tim has spent the last 15 years rehabilitating sanitary sewer lines and structures in Louisville, KY, Columbus, OH and throughout the state of Indiana.

REFERENCES:

John Morgan
Manager - Special Projects
Citizens Energy Group
2020 N Meridian St, Indianapolis, IN 46202-1306
317-924-3311
<http://www.citizensenergygroup.com>

Daniel S. Deiseroth, P.E.
Executive Vice President
The Gateway Engineers
400 Holiday Drive, Suite 300
Pittsburgh, PA 15220
Office: 412-921-4030 ext. 110
ddeiseroth@gatewayengineers.com

Roger Hanas
Project Manager
Citizens Energy Group
2020 N Meridian St, Indianapolis, IN 46202-1306
317-924-3311
<http://www.citizensenergygroup.com>

Bob Carpenter
Service Representative
Insight Pipe Contracting
232 E. Lancaster Road
Harmony, PA 16037
Office: 724-452-6060
Cell: 412-292-4423
bob.carpenter@insightpipe.com

Eric Haenlein, P.E.
Inliner
4520 North State Road 37
Orleans, IN 47452
Office: 812-865-3232
Cell: 317-439-4025
Eric.haenlein@layne.com

TERMS AND CONDITIONS:

A. GENERAL

1. This document represents the entire agreement between the Customer and National Gunite. It covers all of the work to be done under this proposal, and there are no prior representations, either verbal or written, that are outside of this proposal or contract. Any subsequent modification or change must be made in writing and signed by authorized representatives of both the Customer and National Gunite.
2. In the event that a purchase order and/or subcontract agreement is issued for the proposed work, the section above designated "Scope or Work" must be included on said purchase order or subcontract. Alternatively, this proposal may be attached to the purchase order or subcontract agreement.
3. This proposal does not become a contract until it is signed by the Customer and the Vice President of National Gunite.
4. It is agreed that National Gunite shall be permitted to prosecute work without interruption. For any delays created by the Owner/Contractor, their employees or their representatives, it is agreed that National Gunite shall be reimbursed for actual expenses and damages. These costs include but are not limited to labor, owned equipment, rented equipment, and applicable taxes.
5. National Gunite carries the following insurance coverage:

General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Umbrella Liability	\$10,000,000 each occurrence; \$10,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Workman's Comp.	\$1,000,000 each accident

B. LIMITATIONS & EXCLUSIONS

1. This proposal is based upon current prices and conditions and may be withdrawn if not accepted within fifteen (15) days.
2. Unless specifically noted otherwise, all National Gunite labor on this proposal is priced at non-prevailing wage rates.
3. Execution of the work covered by this proposal is contingent upon the nonoccurrence of strikes, fires, accidents, delays of carriers, delays in delivery of material or other unavoidable circumstances that are beyond the reasonable control of National Gunite.
4. National Gunite reserves the right to sublet any portion of this proposed work if determined to be appropriate.
5. This contract does not include any charges in the way of Federal, State or Municipal taxes which may be imposed upon this transaction. It is understood that if any such taxes do apply, they shall be paid by the Customer.

6. Unless specifically noted, the price contained in this proposal does not include performing any portion of the work during freezing weather. If any work is executed during freezing weather, the Customer shall provide all labor and material in connection with the heating and protection of National Gunite's work and materials. The Customer shall also reimburse National Gunite for the additional costs associated with winter operations.

E. TERMS

1. On or about the tenth (10th) day of each month of the project, the Customer shall pay National Gunite for ninety percent (90%) of the work that was completed during the previous month. Final and full payment shall be made within fifteen (15) days of completion of the project and upon submission of the final invoice.
2. If timely payment for work performed is not made as described above, National Gunite may, at its sole discretion, file the appropriate lien documents on the property described in this proposal.

D. CUSTOMER TO PROVIDE

1. The Customer shall be responsible for providing National Gunite with free access to the site, adequate space to receive and store materials, and sufficient space to enable the proper execution of the work described herein.
2. The Customer shall furnish artificial lighting, if required, and potable water to within fifty (50) feet of the cement gun.
3. The Customer agrees to provide and pay the cost of any and all surety, bonds and permits associated with the project.

ACCEPTANCE OF PROPOSAL:

Name of Company, Owner or Contractor

Date

Name of Individual (Signature)

Title

FOR NATIONAL GUNITE

Paul Nikonow, Vice President



111 ROOSEVELT BOULEVARD, JOHNSTOWN, PA 15906
PHONE: 814-533-5780 FAX: 814-535-5328

PROPOSAL

Date: February 28, 2024

TASK ID: **187912**

Project: 7873 Merryman Way, West Chester Township

Contact: Jim Rigsby
Roads and Maintenance Superintendent
9577 Beckett Road, Suite 900
West Chester, OH. 45069
513-777-8765: Office
513-777-1813: Fax
jrigsby@westchesteroh.org

PROJECT TITLE:

Rehabilitate approximately one-hundred twelve feet (112') of a 42" Corrugated Metal Pipe (CMP)

GENERAL SCOPE OF WORK:

National Gunite proposes to clean and structurally rehabilitate approximately one hundred twelve feet (112') of a 42" Corrugated Metal Pipe with a half-liner (3:00-9:00 lining) for approximately ninety-feet and a full diameter/circumferential liner for approximately twenty-two feet (22') using a nominal 2 inches of 5,000 psi shotcrete at 28 days to stop infiltration and potential sinkholes. The shotcrete will be enhanced with welded wire mesh reinforced as described below.

We will include the following items if shaded:

MATERIALS:

- Gunite / Shotcrete
- Strongseal
- Pre-bag Material
- Concrete Additives
- Pressure Grouting (Cement-Based)
- Chemical Grouting
- Epoxy Injection
- Chimney Seals

REINFORCING:

- Reinforcing Mesh
- Reinforcing Steel
- Anchor Bolts
- Polypropylene/ Steel Fibers

CURING:

- Water Curing
- Compound Curing
- Natural Curing

SITE:

- Water to Our Tank
- Sanitary Facilities
- Scaffolding
- Traffic Control
- Safety Equipment
- Dewatering or Shoring
- Protection, Covering, or Cleaning
- Removal of Excess Sand
- Removal of Rebound
- Removal of Epoxy Injection Ports
- Confined Space Equipment

PREPARATION OF SURFACES:

- Chipping
- Sandblasting
- Water blasting
- Forms-Headers
- Excavation and Fine Grade
- Expansion Joints
- Weep Holes
- Removal of Manhole Steps

FINISH:

- Trowel & Broom
- Natural Gun
- Float
- Other

TESTING:

- Pre-Construction
- Water Test
- Vacuum Test
- Test Panels

SPECIAL CONDITIONS:

- Permits
- Performance & Payment Bond
- Certified Payroll

ANY ADDITIONAL ITEMS:

1. Grass and sinkhole restoration by others
2. West Chester to provide Water, if needed
3. West Chester to provide any setup area
4. West Chester to provide and traffic control
5. West Chester to provide place to dump any Cleanings from the pipe(s)

DETAILED SCOPE OF WORK:

- A. PRELIMINARY SITE WORK** - Upon mobilizing to the site, National Gunite will cordon off our site staging area to protect and ensure the safety of any pedestrian and vehicular traffic.

Before entering the pipe, National Gunite will sample the atmospheric conditions as well as constantly monitor the air within the pipe in accordance with 29 CFR 1926 Code of Federal Regulations as it pertains to confined space entry. All National Gunite personnel have completed the necessary confined space training and meet all OSHA requirements and certifications.

- B. PIPE PREPARATION** - National Gunite will control the water flow within the pipe structure as well as dewater our work area within the confines of the pipe by constructing a temporary sandbag weir and directing the flow through an internal flume system.

The temporary PVC piping will carry the water past our work area, keeping it dry. The sand bag weir is designed so that, in the event of a major weather system, it will either overtop or collapse to allow the high flow to move through the existing corrugated metal pipe without back pooling.

As an alternative to the flume system, bypass pumping may be necessary. If so, the cost will be included in our proposal, and no additional charges will be assessed. Because flow is often reduced in the evening, we require the option of performing our work at night.

National Gunite will then clean and prepare the interior of the pipe. Heavy debris will be removed either mechanically or by hand. Any deteriorating sections of pipe will be removed by using cutting blade grinders and/or pneumatically powered saws.

Lastly, the entire pipe structure will be water blasted to remove all remaining dirt and debris to prepare the surface for the shotcrete application.

- C. REINFORCEMENT** – National Gunite will install a 2" x 2", 12-gauge galvanized, welded wire fabric blanket, anchored securely with self-tapping screw anchors placed on 24-inch centers each way. The fabric will be tied to the anchors with 16-gauge annealed tie wire.
- D. GUNITE WORK**- All work will be done in strict accordance with American Concrete Institute's 506 R95 Guide to Shotcrete. The shotcrete mix will be comprised of 1 cubic foot of Portland Type I-II cement mixed thoroughly with 3 cubic feet of ASTM C-33 concrete sand and enhanced with 7 lbs. of micro-silica. The dry ingredients will be

pneumatically projected through the shotcrete hose and hydrated with 4.5 gallons of potable water at the nozzle.

The mix will yield a compressive strength of 5,000 psi at 28 days. The freshly placed shotcrete will then be screeded, broomed, and allowed to naturally cure in the moist confines of the CMP.

All rebound will be removed from the pipe on a daily basis, and all debris created as the result of our operation will be removed from the sewer line and disposed of properly. Photographs will be provided of our finished work.

- E. RESULTS** - It is generally acknowledged throughout the pipe rehabilitation industry, as well as the Trenchless Technology circuit, that a shotcrete-lined pipe will yield a minimum of 50 to 75 years of additional life.

Also, Manning's coefficient (a measure of roughness) for corrugated metal pipe is about 0.022, while trowel-finished shotcrete is 0.012. The smoother surface more than compensates for the minor decrease in cross-sectional area that results from the guniting process.

PRICING:

In consideration of completing the work described above, we are to be paid the following amounts:

Mobilization *	\$ 1,500.
Rehabilitate approximately 112' of 42" CMP pipe as detailed above, Lump Sum Complete:	\$ 37,460.

WARRANTY: National Gunitite guarantees our work, and shall remedy without cost to the Owner, any defects that may develop from our materials or workmanship for a period of one year from the date of final payment.

***If this work is completed the same time as the other work currently under contract with West Chester than the mobilization charge will be reduced or waived.**

Terms: Net 30 days upon completion of project.

RESUMES OF MANAGEMENT PERSONNEL:**Paul M. Nikonow, P.E.****Vice President****Johnstown, PA**

1983 - 2012	Laurel Management
2012 - Present	National Gunite / Laurel Management

Paul has more than 30 years of utility construction experience. He has a BS in Civil Engineering, a MS in Mechanical Engineering, and has been a Registered Professional Engineer since 1986.

Shane Snyder**Vice President****Turbotville, PA**

2006 - Present	National Gunite
----------------	-----------------

Shane has spent his entire Shotcrete career in pipeline rehabilitation and was promoted from foreman to superintendent in 2011 to Eastern Regional Director in 2017 and Vice President in 2022.

Tim Martin**Midwest Regional Director****Indianapolis, IN**

2006 - 2015	Trotter Construction Group
2015 - 2016	FOSO Construction, LLC
2016 - Present	National Gunite

Tim has extensive experience in all aspects of utility infrastructure and has held such positions as project engineer, estimator, project manager, business development director and operations manager.

Tim has spent the last 15 years rehabilitating sanitary sewer lines and structures in Louisville, KY, Columbus, OH and throughout the state of Indiana.

REFERENCES:

John Morgan
Manager - Special Projects
Citizens Energy Group
2020 N Meridian St, Indianapolis, IN 46202-1306
317-924-3311
<http://www.citizensenergygroup.com>

Daniel S. Deiseroth, P.E.
Executive Vice President
The Gateway Engineers
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Roger Hanas
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Eric Haenlein, P.E.
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4520 North State Road 37
Orleans, IN 47452
Office: 812-865-3232
Cell: 317-439-4025
Eric.haenlein@layne.com

TERMS AND CONDITIONS:**A. GENERAL**

1. This document represents the entire agreement between the Customer and National Gunite. It covers all of the work to be done under this proposal, and there are no prior representations, either verbal or written, that are outside of this proposal or contract. Any subsequent modification or change must be made in writing and signed by authorized representatives of both the Customer and National Gunite.
2. In the event that a purchase order and/or subcontract agreement is issued for the proposed work, the section above designated "Scope or Work" must be included on said purchase order or subcontract. Alternatively, this proposal may be attached to the purchase order or subcontract agreement.
3. This proposal does not become a contract until it is signed by the Customer and the Vice President of National Gunite.
4. It is agreed that National Gunite shall be permitted to prosecute work without interruption. For any delays created by the Owner/Contractor, their employees or their representatives, it is agreed that National Gunite shall be reimbursed for actual expenses and damages. These costs include but are not limited to labor, owned equipment, rented equipment, and applicable taxes.
5. National Gunite carries the following insurance coverage:

General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Umbrella Liability	\$10,000,000 each occurrence; \$10,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Workman's Comp.	\$1,000,000 each accident

B. LIMITATIONS & EXCLUSIONS

1. This proposal is based upon current prices and conditions and may be withdrawn if not accepted within fifteen (15) days.
2. Unless specifically noted otherwise, all National Gunite labor on this proposal is priced at non-prevailing wage rates.
3. Execution of the work covered by this proposal is contingent upon the nonoccurrence of strikes, fires, accidents, delays of carriers, delays in delivery of material or other unavoidable circumstances that are beyond the reasonable control of National Gunite.
4. National Gunite reserves the right to sublet any portion of this proposed work if determined to be appropriate.
5. This contract does not include any charges in the way of Federal, State or Municipal taxes which may be imposed upon this transaction. It is understood that if any such taxes do apply, they shall be paid by the Customer.

6. Unless specifically noted, the price contained in this proposal does not include performing any portion of the work during freezing weather. If any work is executed during freezing weather, the Customer shall provide all labor and material in connection with the heating and protection of National Gunite's work and materials. The Customer shall also reimburse National Gunite for the additional costs associated with winter operations.

E. TERMS

1. On or about the tenth (10th) day of each month of the project, the Customer shall pay National Gunite for ninety percent (90%) of the work that was completed during the previous month. Final and full payment shall be made within fifteen (15) days of completion of the project and upon submission of the final invoice.

2. If timely payment for work performed is not made as described above, National Gunite may, at its sole discretion, file the appropriate lien documents on the property described in this proposal.

D. CUSTOMER TO PROVIDE

1. The Customer shall be responsible for providing National Gunite with free access to the site, adequate space to receive and store materials, and sufficient space to enable the proper execution of the work described herein.

2. The Customer shall furnish artificial lighting, if required, and potable water to within fifty (50) feet of the cement gun.

3. The Customer agrees to provide and pay the cost of any and all surety, bonds and permits associated with the project.

ACCEPTANCE OF PROPOSAL:

Name of Company, Owner or Contractor

Date

Name of Individual (Signature)

Title

FOR NATIONAL GUNITE

Paul Nikonow, Vice President



111 ROOSEVELT BOULEVARD, JOHNSTOWN, PA 15906
PHONE: 814-533-5780 FAX: 814-535-5328

PROPOSAL

Date: February 28, 2024

TASK ID: **187913**

Project: 7874 Merryman Way, West Chester Township

Contact: Jim Rigsby
Roads and Maintenance Superintendent
9577 Beckett Road, Suite 900
West Chester, OH. 45069
513-777-8765: Office
513-777-1813: Fax
jrigsby@westchesteroh.org

PROJECT TITLE:

Rehabilitate approximately one hundred seventeen (117') of a 42" Corrugated Metal Pipe (CMP)

GENERAL SCOPE OF WORK:

National Gunite proposes to clean and structurally rehabilitate approximately one hundred seventeen (117') of a 42" Corrugated Metal Pipe with a half-liner (3:00-9:00 lining) with three joints within the section of pipe receiving a full diameter/circumferential lining using a nominal 2 inches of 5,000 psi shotcrete at 28 days to stop infiltration and potential sinkholes. The shotcrete will be enhanced with welded wire mesh reinforced as described below.

We will include the following items if shaded:

MATERIALS:

- Gunite / Shotcrete
- Strongseal
- Pre-bag Material
- Concrete Additives
- Pressure Grouting (Cement-Based)
- Chemical Grouting
- Epoxy Injection
- Chimney Seals

REINFORCING:

- Reinforcing Mesh
- Reinforcing Steel
- Anchor Bolts
- Polypropylene/ Steel Fibers

CURING:

- Water Curing
- Compound Curing
- Natural Curing

SITE:

- Water to Our Tank
- Sanitary Facilities
- Scaffolding
- Traffic Control
- Safety Equipment
- Dewatering or Shoring
- Protection, Covering, or Cleaning
- Removal of Excess Sand
- Removal of Rebound
- Removal of Epoxy Injection Ports
- Confined Space Equipment

PREPARATION OF SURFACES:

- Chipping
- Sandblasting
- Water blasting
- Forms-Headers
- Excavation and Fine Grade
- Expansion Joints
- Weep Holes
- Removal of Manhole Steps

FINISH:

- Trowel & Broom
- Natural Gun
- Float
- Other

TESTING:

- Pre-Construction
- Water Test
- Vacuum Test
- Test Panels

SPECIAL CONDITIONS:

- Permits
- Performance & Payment Bond
- Certified Payroll

ANY ADDITIONAL ITEMS:

1. Grass and sinkhole restoration by others
2. West Chester to provide Water, if needed
3. West Chester to provide any setup area
4. West Chester to provide and traffic control
5. West Chester to provide place to dump any Cleanings from the pipe(s)

DETAILED SCOPE OF WORK:

- A. PRELIMINARY SITE WORK** - Upon mobilizing to the site, National Gunite will cordon off our site staging area to protect and ensure the safety of any pedestrian and vehicular traffic.

Before entering the pipe, National Gunite will sample the atmospheric conditions as well as constantly monitor the air within the pipe in accordance with 29 CFR 1926 Code of Federal Regulations as it pertains to confined space entry. All National Gunite personnel have completed the necessary confined space training and meet all OSHA requirements and certifications.

- B. PIPE PREPARATION** - National Gunite will control the water flow within the pipe structure as well as dewater our work area within the confines of the pipe by constructing a temporary sandbag weir and directing the flow through an internal flume system.

The temporary PVC piping will carry the water past our work area, keeping it dry. The sand bag weir is designed so that, in the event of a major weather system, it will either overtop or collapse to allow the high flow to move through the existing corrugated metal pipe without back pooling.

As an alternative to the flume system, bypass pumping may be necessary. If so, the cost will be included in our proposal, and no additional charges will be assessed. Because flow is often reduced in the evening, we require the option of performing our work at night.

National Gunite will then clean and prepare the interior of the pipe. Heavy debris will be removed either mechanically or by hand. Any deteriorating sections of pipe will be removed by using cutting blade grinders and/or pneumatically powered saws.

Lastly, the entire pipe structure will be water blasted to remove all remaining dirt and debris to prepare the surface for the shotcrete application.

- C. REINFORCEMENT** – National Gunite will install a 2" x 2", 12-gauge galvanized, welded wire fabric blanket, anchored securely with self-tapping screw anchors placed on 24-inch centers each way. The fabric will be tied to the anchors with 16-gauge annealed tie wire.
- D. GUNITE WORK**- All work will be done in strict accordance with American Concrete Institute's 506 R95 Guide to Shotcrete. The shotcrete mix will be comprised of 1 cubic

foot of Portland Type I-II cement mixed thoroughly with 3 cubic feet of ASTM C-33 concrete sand and enhanced with 7 lbs. of micro-silica. The dry ingredients will be pneumatically projected through the shotcrete hose and hydrated with 4.5 gallons of potable water at the nozzle.

The mix will yield a compressive strength of 5,000 psi at 28 days. The freshly placed shotcrete will then be screeded, broomed, and allowed to naturally cure in the moist confines of the CMP.

All rebound will be removed from the pipe on a daily basis, and all debris created as the result of our operation will be removed from the sewer line and disposed of properly. Photographs will be provided of our finished work.

- E. RESULTS** - It is generally acknowledged throughout the pipe rehabilitation industry, as well as the Trenchless Technology circuit, that a shotcrete-lined pipe will yield a minimum of 50 to 75 years of additional life.

Also, Manning's coefficient (a measure of roughness) for corrugated metal pipe is about 0.022, while trowel-finished shotcrete is 0.012. The smoother surface more than compensates for the minor decrease in cross-sectional area that results from the guniting process.

PRICING:

In consideration of completing the work described above, we are to be paid the following amounts:

Mobilization*	\$ 1,500.
Rehabilitate approximately 117' of 42" CMP pipe as detailed above, Lump Sum Complete:	\$ 32,633.

WARRANTY: National Gunitite guarantees our work, and shall remedy without cost to the Owner, any defects that may develop from our materials or workmanship for a period of one year from the date of final payment.

***If this work is completed the same time as the other work currently under contract with West Chester than the mobilization charge will be reduced or waived.**

Terms: Net 30 days upon completion of project.

RESUMES OF MANAGEMENT PERSONNEL:

Paul M. Nikonow, P.E.
Vice President
Johnstown, PA

1983 - 2012 Laurel Management
2012 - Present National Gunite / Laurel Management

Paul has more than 30 years of utility construction experience. He has a BS in Civil Engineering, a MS in Mechanical Engineering, and has been a Registered Professional Engineer since 1986.

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Vice President
Turbotville, PA

2006 - Present National Gunite

Shane has spent his entire Shotcrete career in pipeline rehabilitation and was promoted from foreman to superintendent in 2011 to Eastern Regional Director in 2017 and Vice President in 2022.

Tim Martin
Midwest Regional Director
Indianapolis, IN

2006 - 2015 Trotter Construction Group
2015 - 2016 FOSO Construction, LLC
2016 - Present National Gunite

Tim has extensive experience in all aspects of utility infrastructure and has held such positions as project engineer, estimator, project manager, business development director and operations manager.

Tim has spent the last 15 years rehabilitating sanitary sewer lines and structures in Louisville, KY, Columbus, OH and throughout the state of Indiana.

REFERENCES:

John Morgan
Manager - Special Projects
Citizens Energy Group
2020 N Meridian St, Indianapolis, IN 46202-1306
317-924-3311
<http://www.citizensenergygroup.com>

Daniel S. Deiseroth, P.E.
Executive Vice President
The Gateway Engineers
400 Holiday Drive, Suite 300
Pittsburgh, PA 15220
Office: 412-921-4030 ext. 110
ddeiseroth@gatewayengineers.com

Roger Hanas
Project Manager
Citizens Energy Group
2020 N Meridian St, Indianapolis, IN 46202-1306
317-924-3311
<http://www.citizensenergygroup.com>

Bob Carpenter
Service Representative
Insight Pipe Contracting
232 E. Lancaster Road
Harmony, PA 16037
Office: 724-452-6060
Cell: 412-292-4423
bob.carpenter@insightpipe.com

Eric Haenlein, P.E.
Inliner
4520 North State Road 37
Orleans, IN 47452
Office: 812-865-3232
Cell: 317-439-4025
Eric.haenlein@layne.com

TERMS AND CONDITIONS:

A. GENERAL

1. This document represents the entire agreement between the Customer and National Gunite. It covers all of the work to be done under this proposal, and there are no prior representations, either verbal or written, that are outside of this proposal or contract. Any subsequent modification or change must be made in writing and signed by authorized representatives of both the Customer and National Gunite.
2. In the event that a purchase order and/or subcontract agreement is issued for the proposed work, the section above designated "Scope or Work" must be included on said purchase order or subcontract. Alternatively, this proposal may be attached to the purchase order or subcontract agreement.
3. This proposal does not become a contract until it is signed by the Customer and the Vice President of National Gunite.
4. It is agreed that National Gunite shall be permitted to prosecute work without interruption. For any delays created by the Owner/Contractor, their employees or their representatives, it is agreed that National Gunite shall be reimbursed for actual expenses and damages. These costs include but are not limited to labor, owned equipment, rented equipment, and applicable taxes.
5. National Gunite carries the following insurance coverage:

General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Umbrella Liability	\$10,000,000 each occurrence; \$10,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Workman's Comp.	\$1,000,000 each accident

B. LIMITATIONS & EXCLUSIONS

1. This proposal is based upon current prices and conditions and may be withdrawn if not accepted within fifteen (15) days.
2. Unless specifically noted otherwise, all National Gunite labor on this proposal is priced at non-prevailing wage rates.
3. Execution of the work covered by this proposal is contingent upon the nonoccurrence of strikes, fires, accidents, delays of carriers, delays in delivery of material or other unavoidable circumstances that are beyond the reasonable control of National Gunite.
4. National Gunite reserves the right to sublet any portion of this proposed work if determined to be appropriate.
5. This contract does not include any charges in the way of Federal, State or Municipal taxes which may be imposed upon this transaction. It is understood that if any such taxes do apply, they shall be paid by the Customer.

6. Unless specifically noted, the price contained in this proposal does not include performing any portion of the work during freezing weather. If any work is executed during freezing weather, the Customer shall provide all labor and material in connection with the heating and protection of National Gunite's work and materials. The Customer shall also reimburse National Gunite for the additional costs associated with winter operations.

E. TERMS

1. On or about the tenth (10th) day of each month of the project, the Customer shall pay National Gunite for ninety percent (90%) of the work that was completed during the previous month. Final and full payment shall be made within fifteen (15) days of completion of the project and upon submission of the final invoice.

2. If timely payment for work performed is not made as described above, National Gunite may, at its sole discretion, file the appropriate lien documents on the property described in this proposal.

D. CUSTOMER TO PROVIDE

1. The Customer shall be responsible for providing National Gunite with free access to the site, adequate space to receive and store materials, and sufficient space to enable the proper execution of the work described herein.

2. The Customer shall furnish artificial lighting, if required, and potable water to within fifty (50) feet of the cement gun.

3. The Customer agrees to provide and pay the cost of any and all surety, bonds and permits associated with the project.

ACCEPTANCE OF PROPOSAL:

Name of Company, Owner or Contractor

Date

Name of Individual (Signature)

Title

FOR NATIONAL GUNITE

Paul Nikonow, Vice President



111 ROOSEVELT BOULEVARD, JOHNSTOWN, PA 15906
PHONE: 814-533-5780 FAX: 814-535-5328

PROPOSAL

Date: February 28, 2024

TASK ID: **188031**

Project: 8026 Hunters Ridge Drive, West Chester Township

Contact: Jim Rigsby
Roads and Maintenance Superintendent
9577 Beckett Road, Suite 900
West Chester, OH. 45069
513-777-8765: Office
513-777-1813: Fax
jrigsby@westchesteroh.org

PROJECT TITLE:

Rehabilitate approximately one hundred fifty-five (155') of a 60" Corrugated Metal Pipe (CMP)

GENERAL SCOPE OF WORK:

National Gunite proposes to clean and structurally rehabilitate approximately one hundred fifty-five (155') of a 60" Corrugated Metal Pipe with a half-liner (9:00-3:00) with touching up any of the prior invert lining using a nominal 2 inches of 5,000 psi shotcrete at 28 days to stop infiltration and potential sinkholes. The shotcrete will be enhanced with welded wire mesh reinforced as described below.

The Price does not include any work on the approximate three-foot tall by ten-foot diameter corrugated metal inlet structure. The price to line will be an additional \$1,572 if you would to add that onto the pipe lining, for safety issues there will not be wire mesh reinforcement.

We will include the following items if shaded:

MATERIALS:

- Gunite / Shotcrete
- Strongseal
- Pre-bag Material
- Concrete Additives
- Pressure Grouting (Cement-Based)
- Chemical Grouting
- Epoxy Injection
- Chimney Seals

REINFORCING:

- Reinforcing Mesh
- Reinforcing Steel
- Anchor Bolts
- Polypropylene/ Steel Fibers

CURING:

- Water Curing
- Compound Curing
- Natural Curing

SITE:

- Water to Our Tank
- Sanitary Facilities
- Scaffolding
- Traffic Control
- Safety Equipment
- Dewatering or Shoring
- Protection, Covering, or Cleaning
- Removal of Excess Sand
- Removal of Rebound
- Removal of Epoxy Injection Ports
- Confined Space Equipment

PREPARATION OF SURFACES:

- Chipping
- Sandblasting
- Water blasting
- Forms-Headers
- Excavation and Fine Grade
- Expansion Joints
- Weep Holes
- Removal of Manhole Steps

FINISH:

- Trowel & Broom
- Natural Gun
- Float
- Other

TESTING:

- Pre-Construction
- Water Test
- Vacuum Test
- Test Panels

SPECIAL CONDITIONS:

- Permits
- Performance & Payment Bond
- Certified Payroll

ANY ADDITIONAL ITEMS:

1. Grass and sinkhole restoration by others
2. West Chester to provide Water, if needed
3. West Chester to provide any setup area
4. West Chester to provide and traffic control
5. West Chester to provide place to dump any Cleanings from the pipe(s)

DETAILED SCOPE OF WORK:

- A. PRELIMINARY SITE WORK** - Upon mobilizing to the site, National Gunite will cordon off our site staging area to protect and ensure the safety of any pedestrian and vehicular traffic.

Before entering the pipe, National Gunite will sample the atmospheric conditions as well as constantly monitor the air within the pipe in accordance with 29 CFR 1926 Code of Federal Regulations as it pertains to confined space entry. All National Gunite personnel have completed the necessary confined space training and meet all OSHA requirements and certifications.

- B. PIPE PREPARATION** - National Gunite will control the water flow within the pipe structure as well as dewater our work area within the confines of the pipe by constructing a temporary sandbag weir and directing the flow through an internal flume system.

The temporary PVC piping will carry the water past our work area, keeping it dry. The sand bag weir is designed so that, in the event of a major weather system, it will either overtop or collapse to allow the high flow to move through the existing corrugated metal pipe without back pooling.

As an alternative to the flume system, bypass pumping may be necessary. If so, the cost will be included in our proposal, and no additional charges will be assessed. Because flow is often reduced in the evening, we require the option of performing our work at night.

National Gunite will then clean and prepare the interior of the pipe. Heavy debris will be removed either mechanically or by hand. Any deteriorating sections of pipe will be removed by using cutting blade grinders and/or pneumatically powered saws.

Lastly, the entire pipe structure will be water blasted to remove all remaining dirt and debris to prepare the surface for the shotcrete application.

- C. REINFORCEMENT** – National Gunite will install a 2" x 2", 12-gauge galvanized, welded wire fabric blanket, anchored securely with self-tapping screw anchors placed on 24-inch centers each way. The fabric will be tied to the anchors with 16-gauge annealed tie wire.
- D. GUNITE WORK**- All work will be done in strict accordance with American Concrete Institute's 506 R95 Guide to Shotcrete. The shotcrete mix will be comprised of 1 cubic foot of Portland Type I-II cement mixed thoroughly with 3 cubic feet of ASTM C-33 concrete sand and enhanced with 7 lbs. of micro-silica. The dry ingredients will be

pneumatically projected through the shotcrete hose and hydrated with 4.5 gallons of potable water at the nozzle.

The mix will yield a compressive strength of 5,000 psi at 28 days. The freshly placed shotcrete will then be screeded, broomed, and allowed to naturally cure in the moist confines of the CMP.

All rebound will be removed from the pipe on a daily basis, and all debris created as the result of our operation will be removed from the sewer line and disposed of properly. Photographs will be provided of our finished work.

- E. RESULTS** - It is generally acknowledged throughout the pipe rehabilitation industry, as well as the Trenchless Technology circuit, that a shotcrete-lined pipe will yield a minimum of 50 to 75 years of additional life.

Also, Manning's coefficient (a measure of roughness) for corrugated metal pipe is about 0.022, while trowel-finished shotcrete is 0.012. The smoother surface more than compensates for the minor decrease in cross-sectional area that results from the guniting process.

PRICING:

In consideration of completing the work described above, we are to be paid the following amounts:

Mobilization *	\$ 1,500.
Rehabilitate approximately 155' of 60" CMP pipe as detailed above, Lump Sum Complete:	\$ 55,888.

ADD ON:

Rehabilitate the 10' diameter by 3' tall inlet structure	\$ 1,572.
---	------------------

WARRANTY: National Gunitite guarantees our work, and shall remedy without cost to the Owner, any defects that may develop from our materials or workmanship for a period of one year from the date of final payment.

***If this work is completed the same time as the other work currently under contract with West Chester than the mobilization charge will be reduced or waived.**

Terms: Net 30 days upon completion of project.

RESUMES OF MANAGEMENT PERSONNEL:

Paul M. Nikonow, P.E.
Vice President
Johnstown, PA

1983 - 2012 Laurel Management
2012 - Present National Gunite / Laurel Management

Paul has more than 30 years of utility construction experience. He has a BS in Civil Engineering, a MS in Mechanical Engineering, and has been a Registered Professional Engineer since 1986.

Shane Snyder
Vice President
Turbotville, PA

2006 - Present National Gunite

Shane has spent his entire Shotcrete career in pipeline rehabilitation and was promoted from foreman to superintendent in 2011 to Eastern Regional Director in 2017 and Vice President in 2022.

Tim Martin
Midwest Regional Director
Indianapolis, IN

2006 - 2015 Trotter Construction Group
2015 - 2016 FOSO Construction, LLC
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Tim has extensive experience in all aspects of utility infrastructure and has held such positions as project engineer, estimator, project manager, business development director and operations manager.

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Umbrella Liability	\$10,000,000 each occurrence; \$10,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Workman's Comp.	\$1,000,000 each accident

B. LIMITATIONS & EXCLUSIONS

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2. Unless specifically noted otherwise, all National Gunite labor on this proposal is priced at non-prevailing wage rates.
3. Execution of the work covered by this proposal is contingent upon the nonoccurrence of strikes, fires, accidents, delays of carriers, delays in delivery of material or other unavoidable circumstances that are beyond the reasonable control of National Gunite.
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E. TERMS

1. On or about the tenth (10th) day of each month of the project, the Customer shall pay National Gunite for ninety percent (90%) of the work that was completed during the previous month. Final and full payment shall be made within fifteen (15) days of completion of the project and upon submission of the final invoice.

2. If timely payment for work performed is not made as described above, National Gunite may, at its sole discretion, file the appropriate lien documents on the property described in this proposal.

D. CUSTOMER TO PROVIDE

1. The Customer shall be responsible for providing National Gunite with free access to the site, adequate space to receive and store materials, and sufficient space to enable the proper execution of the work described herein.

2. The Customer shall furnish artificial lighting, if required, and potable water to within fifty (50) feet of the cement gun.

3. The Customer agrees to provide and pay the cost of any and all surety, bonds and permits associated with the project.

ACCEPTANCE OF PROPOSAL:

Name of Company, Owner or Contractor

Date

Name of Individual (Signature)

Title

FOR NATIONAL GUNITE

Paul Nikonow, Vice President



111 ROOSEVELT BOULEVARD, JOHNSTOWN, PA 15906
PHONE: 814-533-5780 FAX: 814-535-5328

PROPOSAL

Date: February 28, 2024

TASK ID: 188779

Project: Hamilton Mason Road, West Chester Township

Contact: Jim Rigsby
Roads and Maintenance Superintendent
9577 Beckett Road, Suite 900
West Chester, OH. 45069
513-777-8765: Office
513-777-1813: Fax
jrigsby@westchesteroh.org

PROJECT TITLE:

Rehabilitate knee walls, arched culvert crown and sides along with putting in a new floor. The entire structure is approximately thirty-foot long. Although the majority of the work is within the arched section, approximately 20' long, the remainder the of the box structure leading into and out of the arched pipe will receive attention too.

GENERAL SCOPE OF WORK:

National Gunite proposes to clean and structurally rehabilitate the knee walls, arched culvert crown and sides along with putting in a new floor. The entire structure is approximately thirty-foot long. Although the majority of the work is within the arched section, approximately 20' long, the remainder the of the box structure leading into and out of the arched pipe. The two knee-walls and the arched section of pipe will be chipped to remove any loose and delaminated concrete and nominal 3 inches of 5,000 psi shotcrete at 28 days will be applied to the knee-walls and crown of the pipe. The invert under the arched portion of the pipe is completely gone and will be built back and reinforced with 3/8" (#3) rebar on 18" centers both long and short way. Once the "grid" of rebar is installed the invert will be lined with the same 5,000 psi shotcrete at 28 days as the rest of the structure. In addition, the shotcrete will be enhanced with welded wire mesh reinforced as described below.

We will include the following items if shaded:

MATERIALS:

- Gunite / Shotcrete
- Strongseal
- Pre-bag Material
- Concrete Additives
- Pressure Grouting (Cement-Based)
- Chemical Grouting
- Epoxy Injection
- Chimney Seals

REINFORCING:

- Reinforcing Mesh
- Reinforcing Steel
- Anchor Bolts
- Polypropylene/ Steel Fibers

CURING:

- Water Curing
- Compound Curing
- Natural Curing

SITE:

- Water to Our Tank
- Sanitary Facilities
- Scaffolding
- Traffic Control
- Safety Equipment
- Dewatering or Shoring
- Protection, Covering, or Cleaning
- Removal of Excess Sand
- Removal of Rebound
- Removal of Epoxy Injection Ports
- Confined Space Equipment

PREPARATION OF SURFACES:

- Chipping
- Sandblasting
- Water blasting
- Forms-Headers
- Excavation and Fine Grade
- Expansion Joints
- Weep Holes
- Removal of Manhole Steps

FINISH:

- Trowel & Broom
- Natural Gun
- Float
- Other

TESTING:

- Pre-Construction
- Water Test
- Vacuum Test
- Test Panels

SPECIAL CONDITIONS:

- Permits
- Performance & Payment Bond
- Certified Payroll

ANY ADDITIONAL ITEMS:

1. Grass and sinkhole restoration by others
2. West Chester to provide Water, if needed
3. West Chester to provide any setup area
4. West Chester to provide and traffic control
5. West Chester to provide place to dump any Cleanings from the pipe(s)

DETAILED SCOPE OF WORK:

- A. PRELIMINARY SITE WORK** - Upon mobilizing to the site, National Gunite will cordon off our site staging area to protect and ensure the safety of any pedestrian and vehicular traffic.

Before entering the pipe, National Gunite will sample the atmospheric conditions as well as constantly monitor the air within the pipe in accordance with 29 CFR 1926 Code of Federal Regulations as it pertains to confined space entry. All National Gunite personnel have completed the necessary confined space training and meet all OSHA requirements and certifications.

- B. PIPE PREPARATION** - National Gunite will control the water flow within the pipe structure as well as dewater our work area within the confines of the pipe by constructing a temporary sandbag weir and directing the flow through an internal flume system.

The temporary PVC piping will carry the water past our work area, keeping it dry. The sand bag weir is designed so that, in the event of a major weather system, it will either overtop or collapse to allow the high flow to move through the existing corrugated metal pipe without back pooling.

As an alternative to the flume system, bypass pumping may be necessary. If so, the cost will be included in our proposal, and no additional charges will be assessed. Because flow is often reduced in the evening, we require the option of performing our work at night.

National Gunite will then clean and prepare the interior of the pipe. Heavy debris will be removed either mechanically or by hand. Any deteriorating sections of pipe will be removed by using cutting blade grinders and/or pneumatically powered saws.

Lastly, the entire pipe structure will be water blasted to remove all remaining dirt and debris to prepare the surface for the shotcrete application.

- C. REINFORCEMENT** – National Gunite will both 3/8" (#3) bar in the invert in addition to the installing 2" x 2", 12-gauge galvanized, welded wire fabric blanket, anchored securely with self- tapping screw anchors placed on 24-inch centers each way. The fabric will be tied to the anchors with 16-gauge annealed tie wire.
- D. GUNITE WORK**- All work will be in done in strict accordance with American Concrete Institute's 506 R95 Guide to Shotcrete. The shotcrete mix will be comprised of 1 cubic foot of Portland Type I-II cement mixed thoroughly with 3 cubic feet of ASTM C-33 concrete sand and enhanced with 7 lbs. of micro-silica. The dry ingredients will be

pneumatically projected through the shotcrete hose and hydrated with 4.5 gallons of potable water at the nozzle.

The mix will yield a compressive strength of 5,000 psi at 28 days. The freshly placed shotcrete will then be screeded, broomed, and allowed to naturally cure in the moist confines of the CMP.

All rebound will be removed from the pipe on a daily basis, and all debris created as the result of our operation will be removed from the sewer line and disposed of properly. Photographs will be provided of our finished work.

- E. RESULTS** - It is generally acknowledged throughout the pipe rehabilitation industry, as well as the Trenchless Technology circuit, that a shotcrete-lined pipe will yield a minimum of 50 to 75 years of additional life.

Also, Manning's coefficient (a measure of roughness) for corrugated metal pipe is about 0.022, while trowel-finished shotcrete is 0.012. The smoother surface more than compensates for the minor decrease in cross-sectional area that results from the guniting process.

PRICING:

In consideration of completing the work described above, we are to be paid the following amounts:

Mobilization*	\$ 1,500.
Rehabilitate approximately arched pipe as detailed above, Lump Sum Complete:	\$ 70,341.

WARRANTY: National Gunitite guarantees our work, and shall remedy without cost to the Owner, any defects that may develop from our materials or workmanship for a period of one year from the date of final payment.

***If this work is completed the same time as the other work currently under contract with West Chester than the mobilization charge will be reduced or waived.**

Terms: Net 30 days upon completion of project.

RESUMES OF MANAGEMENT PERSONNEL:**Paul M. Nikonow, P.E.****Vice President****Johnstown, PA**

1983 - 2012	Laurel Management
2012 - Present	National Gunite / Laurel Management

Paul has more than 30 years of utility construction experience. He has a BS in Civil Engineering, a MS in Mechanical Engineering, and has been a Registered Professional Engineer since 1986.

Shane Snyder**Vice President****Turbotville, PA**

2006 - Present	National Gunite
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Shane has spent his entire Shotcrete career in pipeline rehabilitation and was promoted from foreman to superintendent in 2011 to Eastern Regional Director in 2017 and Vice President in 2022.

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Manager - Special Projects
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3. This proposal does not become a contract until it is signed by the Customer and the Vice President of National Gunite.
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5. National Gunite carries the following insurance coverage:

General Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Umbrella Liability	\$10,000,000 each occurrence; \$10,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Workman's Comp.	\$1,000,000 each accident

B. LIMITATIONS & EXCLUSIONS

1. This proposal is based upon current prices and conditions and may be withdrawn if not accepted within fifteen (15) days.
2. Unless specifically noted otherwise, all National Gunite labor on this proposal is priced at non-prevailing wage rates.
3. Execution of the work covered by this proposal is contingent upon the nonoccurrence of strikes, fires, accidents, delays of carriers, delays in delivery of material or other unavoidable circumstances that are beyond the reasonable control of National Gunite.
4. National Gunite reserves the right to sublet any portion of this proposed work if determined to be appropriate.
5. This contract does not include any charges in the way of Federal, State or Municipal taxes which may be imposed upon this transaction. It is understood that if any such taxes do apply, they shall be paid by the Customer.

6. Unless specifically noted, the price contained in this proposal does not include performing any portion of the work during freezing weather. If any work is executed during freezing weather, the Customer shall provide all labor and material in connection with the heating and protection of National Gunite's work and materials. The Customer shall also reimburse National Gunite for the additional costs associated with winter operations.

E. TERMS

1. On or about the tenth (10th) day of each month of the project, the Customer shall pay National Gunite for ninety percent (90%) of the work that was completed during the previous month. Final and full payment shall be made within fifteen (15) days of completion of the project and upon submission of the final invoice.

2. If timely payment for work performed is not made as described above, National Gunite may, at its sole discretion, file the appropriate lien documents on the property described in this proposal.

D. CUSTOMER TO PROVIDE

1. The Customer shall be responsible for providing National Gunite with free access to the site, adequate space to receive and store materials, and sufficient space to enable the proper execution of the work described herein.

2. The Customer shall furnish artificial lighting, if required, and potable water to within fifty (50) feet of the cement gun.

3. The Customer agrees to provide and pay the cost of any and all surety, bonds and permits associated with the project.

ACCEPTANCE OF PROPOSAL:

Name of Company, Owner or Contractor

Date

Name of Individual (Signature)

Title

FOR NATIONAL GUNITE

Paul Nikonow, Vice President

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Requisition Item
Submitted By:	
Arun Hindupur, Director of Public Works/Community Services	

Motion:
Kimco USA, Inc. - \$126,713.30 - Purchase conveyor for loading salt dome (CIP 1922)

Background:
<p>The Community Services Department is requesting Board approval to purchase a Kimco stainless steel conveyor to quickly, safely and economically load the salt dome as part of winter operations.</p> <p>Loading is now done with a loader, which takes longer. Additionally, to maximize storage, a ramp was built to use with the loader, which can be a safety hazard. The salt contract allows for blowing salt however, it is not as cost effective.</p> <p>The salt conveyor has a 12 month warranty including all equipment and accessories to be free from defects in material and workmanship if the product is operated and serviced according to the manufacturer’s instruction manual.</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	1922		
	TIF Info:	219		
	Purchase Order:	24001193	Total Encumbrance:	\$ 126,713.30



QUOTE

118 East Trefz Drive
 Marshall, IL 62441
 Phone: 217-826-8067
 Fax: 217-826-8848

DATE	QUOTE #
3/1/2024	Q6725

Name / Address
WEST CHESTER, OHIO JIM RIGSBY

Ship To
WEST CHESTER, OH JIM RIGSBY

Date	Rep
4/1/2024	BDC

Item Number	Description	Qty	Each	Total
KC2470SSD/SS	KIMCO KC2470SSD (24" WIDE 70' LONG) 304 STAINLESS STEEL CONVEYOR WITH 304 STAINLESS STEEL UNDERCARRIAGE AND JOHN DEERE DIESEL POWERED WITH SELF CONTAINED LIFT KIT -300 TONS PER HOUR -35' STACKING HEIGHT	1	102,764.62	102,764.62
QUOTE	ADDITIONAL 5 FEET OF CONVEYOR LENGTH TO LENGTHEN CONVEYOR TO 75' FOR 37.5' STACKING HEIGHT	5	385.00	1,925.00
K24SSBEARINGS	STAINLESS STEEL BEARING (Includes head, tail, drive, take-up, and tracking bearings) FOR 24" CONVEYORS	1	2,329.60	2,329.60
K24SSROLLERS	STAINLESS STEEL ROLLERS (Includes head, tail, drive, take-up, and tracking rollers) FOR 24" CONVEYORS	1	7,152.75	7,152.75
KH4TSS/MS	KIMCO KH4TSS 4-TON 304 STAINLESS STEEL HOPPER WITH MILD STEEL GRATES AND INCLUDES ELECTRIC VIBRATOR, STROBE, CONTROL BOX ALL MOUNTED ON 304 STAINLESS STEEL BRACKETS	1	12,541.33	12,541.33
FREIGHT	DELIVERY OF CONVEYOR AND HOPPER, DEMONSTRATION, AND TRAINING IS INCLUDED PRICING BASED OFF ODOT CONTRACT #135-23	1	0.00	0.00
			Total	\$126,713.30

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Requisition Item
Submitted By:	
Arun Hindupur, Director of Public Works/Community Services	

Motion:
Benchmark Land Management LLC - \$52,813.75 - Replace storm pipe on Sutton Place (CIP 1928)

Background:
<p>A storm culvert defect was identified on Sutton Place which is located within the 747 TIF district. Community Services budgeted \$500,000.00 in TIF in 2024 to perform storm water maintenance throughout the Township.</p> <p>This repair is outside of the annual storm pipe replacement contract. Community Services solicited quotes for the work and has selected Benchmark Land Management, LLC to perform the work. This contractor has performed work in West Chester previously.</p> <p>Community Services requests a Purchase Order to in the amount of \$52,813.75 which includes a 10% contingency of 4,801.25 for storm pipe replacement.</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	1928		
	TIF Info:	747		
	Purchase Order:	24001196	Total Encumbrance:	\$ 52,813.75

Benchmark Land Management, LLC
 6834 W Chester Rd
 West Chester, OH 45069
 +1 5138082367
 dan@benchmarklm.com



Estimate

ADDRESS

Ryan Phillips
 West Chester Township
 Maintenance Division
 9577 Beckett Road Suite 900
 West Chester, OH 45069

SHIP TO

Ryan Phillips
 West Chester Township
 West Chester Township
 Maintenance Division
 9577 Beckett Road Suite 900

ESTIMATE # 1094

DATE 02/28/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	U/M	AMOUNT
	611 - 30" Conduit	Sutton Place Type B, 707.33	155	195.00	LF	30,225.00
	203 Excavation		10	229.00	CY	2,290.00
	202 Curb Removal		30	5.00	LF	150.00
	609 Concrete Curb	Type C-2	30	67.00	LF	2,010.00
	203 Embankment		45	17.00	CY	765.00
	301 Asphalt	Asphalt Concrete Base	5	525.00	CY	2,625.00
	448 Asphalt Surface	Surface Course 1 1/2"	1.50	575.00		862.50
	Land Clearing	Clearing and grubbing on top of the pipe 50 feet wide	1	1,875.00		1,875.00
	659 Seed/Mulching	Restoration of Turf Areas	1	700.00		700.00
	Materials	Additional Cost if HP pipe is required	155	42.00		6,510.00

Please sign and date below that you are accepting the estimate for the project. Return the estimate to dan@benchmarklm.com

SUBTOTAL	48,012.50
TAX	0.00
TOTAL	\$48,012.50

Accepted By

Accepted Date

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Business Item
Submitted By:	
Lisa Brown, Assistant Township Administrator	

Motion:
Motion to advertise Request for Proposals for Collection, Disposal & Processing Residential Solid Waste & Recycling 2025 – 2028

Background:
<p>In December of 2022 the communities of West Chester and Liberty townships conducted a joint work session with agency partner Butler County Recycling & Solid Waste District to explore the benefits of contracting with a single hauler for residential trash and recycling.</p> <p>The primary benefit to residents of contracting with a single hauler would be to save residents money and make it convenient for residents to recycle and have their trash collected. Every municipality (and Ross Twp.) in Butler County has contracted service for residential trash and recycling collection and every city resident pays less for these services than Butler County township residents currently pay. With the increasing costs for most every service, this is one mechanism to help residents save money and control expenses through multiyear contracting.</p> <p>An online survey conducted in February 2023 showed 93.22% of respondents favored a township-wide contract with one hauler for curbside trash/recycling if it would save them money. Incorporating curbside recycling in a township-wide contract with trash supports the environment and reduces costs.</p> <p>Administration has decided to move forward with a Request for Proposals on behalf of the West Chester community and receive responses from eligible trash/recycling companies servicing the area.</p> <p>Due date for bids is May 10, 2024 at 11:00AM with a bid opening at 11:15AM on the same day at:</p> <p>West Chester Township Administration Building 9113 Cincinnati-Dayton Rd. West Chester, OH 45069</p>

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

**West Chester Township Bid and Contract Documents for
Collection, Disposal & Processing
Residential Solid Waste & Recycling
2025 – 2028**

Proposal Submitted By:

Company Name: _____

This successful Bidder shall be responsible for implementing the specifications and requirements of the Contract Documents including the invitation to bidders, the bidding documents, including all responses, supporting and supplemental information submitted by the Bidder, the instructions to the bidders, the contract provisions, the contract agreement, and all addendums.

**QUESTIONS MUST BE SUBMITTED VIA EMAIL to:
Jenna Whittaker at jwhittaker@westchesteroh.org**

BID SUBMISSION:
Bidders should submit one original and two copies of the entire package in the order in which it is originally organized with the appropriate, completed information and signatures. The copies should include all the supplemental and supporting information provided with the original bid.

**Bids Due: May 10, 2024 at 11:00 a.m.
Bid Opening: May 10, 2024 at 11:15 a.m.**

LOCATION
West Chester Township Administration Building
9113 Cincinnati-Dayton Rd.
West Chester, OH 45069

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SECTION 1: SUMMARY OF INFORMATION FOR BIDDERS

Owner: West Chester Township

Project: Residential Solid Waste, & Recycling Collection, Disposal & Processing

Bid Advertised: April 10, 2024

Deadline for Question Submission: Wednesday, April 24, 2024

Questions/Addendum Posted to Township Website: Friday, April 26, 2024

Deadline for Bid Submissions: May 10, 2024 at 11:00 a.m.

Time of Bid Opening: May 10, 2024 at 11:15 a.m.

Place of Bid Submission and Bid Opening: West Chester Township Administration Building

Bid Security (Bid Bond): 10% of bid

Qualifications of Bidders: As stipulated in Qualifications & Experiences of Bidders and Bid Forms

Performance Bond: 100% of the total annual cost of awarded service as stipulated in Section 800

Bids May be Held: 90 calendar days

Term: Services will begin April 1, 2025. Contract is for a three-year base period with conditional option to extend for a single two-year period.

Insurance Required: As stipulated in Contract Provisions, Rights & Duties of Contractor, Insurance

Liquidated Damages: As stipulated in Contract Section 10, Contract Time, Time is of the Essence & Liquidated Damages

SECTION 2: INSTRUCTIONS TO BIDDERS

1. General

The following instructions relate to the proper form and method for submitting bids; to the accompanying security; to provisions for the letting of the Contract and to such other matters. It is a condition to West Chester Township's evaluation of bids and possible award of the Contract that each bidder carefully examine all the Contract Documents, to completely satisfy themselves as to the nature and location of the work as well as all site conditions that may affect performance of the work.

Unless all bids are rejected, and except as otherwise provided by law, the award will be made to the lowest responsive and responsible bidder. In any discrepancy between words and figures, the words will take precedence. Alternate bids will be accepted if the Bidder also submits a responsive bid.

2. Submission and Opening of Bids

West Chester Township, herein also referred to as the "Township," will receive separate and sealed identical copies of the bid. Such bids shall be submitted on the Pricing Sheet and other Bid Forms which are part of these Bid and Contract Documents; shall state the proposed price of the work, both in words and figures. Bids must be signed in ink. Bids that are not so priced and signed will be rejected.

The bid and Contract Documents must be submitted intact, sealed and addressed to West Chester Township, 9113 Cincinnati-Dayton Rd. West Chester Twp. OH 45069. The Bidder's name and address shall be marked in the upper left-hand corner and the words "SEALED BID FOR SOLID WASTE, AND RECYCLING" shall be clearly marked in the lower left-hand corner of the sealed envelope or packet. It is the responsibility of each Bidder to make sure that its bid is received prior to the time set for opening of the bids. Upon the Bidder's failure to comply with the foregoing, the Township may treat the bid as "non-responsive" and return it to the Bidder unopened. No liability or responsibility shall be attached to any representative of the Township for premature opening of any bid not properly addressed and identified.

Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions of the Contract Documents, it may be rejected. The bid may also be rejected if the product or work offered by the Bidder is determined by the Township not to be in substantial conformance with the Contract Documents including the technical specifications.

Bidders shall not remove and submit bid pages separately but shall submit their bids bound with the complete volume of Contract Documents including all pages correctly assembled. The bid should be properly executed; and be accompanied by all bonds, certificates, questionnaire forms and other supporting information and documents, as described in the Contract Documents.

If you are conducting business as an individual, you must insert your full name and resident address in the body of the bid. If you are conducting business as a partnership, the individual names and addresses of all members of the partnership must appear in the body of the bid. If you are conducting business as a corporation, the name of the corporation, its principal officer, and state of incorporation must appear in the body of the bid and the bid must be executed by an authorized officer of the

corporation. Unless otherwise so provided, failure to comply with any of the above provisions shall be cause for rejection of the bid, at the option of the Township.

3. Award/Contract Execution and Notice to Proceed

The Township may reject all bids for any reason whatsoever. The Township may award the Contract to the lowest responsive and responsible Bidder within ninety (90) calendar days from the date of bid opening. This time may be extended pursuant to the written mutual consent of the Township and the lowest responsive and responsible Bidder. Contract award may be made by letter mailed to Bidder and shall be effective the date of the mailing.

All bids will remain open for acceptance by the Township for ninety (90) calendar days after the bid opening. In the event a Bidder fails, refuses, or neglects to provide any requested information or documents within the time stated in the Contract Documents or any other request of the Township, the Township will have the right to reject its bid as non-responsive.

The Notice to Proceed will be made by letter mailed to the awarded Bidder and shall be effective the date of the mailing. The Township will endeavor to issue their Notice to Proceed within sixty (60) calendar days of the award. Any delays caused by the awarded Bidder's failure to provide any required documents within the specified time may, at the Township's option, cause an equivalent number of days to be added to these time frames. The awarded Bidder will commence work at the time laid out in the contract upon issuance of the Notice to Proceed. In conformance with the Notice to Proceed and the specifications, the awarded Bidder should not order any materials or equipment or make any financial commitments concerning this Contract until receiving the Notice to Proceed. Awarded Bidders that do work or prepare to do work prior to receiving the Township's Notice to Proceed are proceeding at their own risk.

4. Contract Documents

Printed copies of the Contract Documents may be obtained at the West Chester Township Administration Building, 9113 Cincinnati-Dayton Rd., West Chester Township, OH 45069.

Submission of a bid constitutes a representation by the Bidder to the Township that the Bidder has reviewed the Contract Documents in their entirety and has analyzed all applicable provisions, terms, conditions and sections and related information in preparation of its bid. This representation is a material inducement for the Township's consideration of the Bidder for this Contract.

5. Bidders to Investigate

Bidders are required to submit their bids upon the following express conditions which will apply to and be deemed a part of every bid received:

1. Bidders must satisfy themselves, by personal examination of the service location and by such other means as may be necessary or helpful as to the actual and exact conditions existing, the character and requirements of the work and the difficulties intent upon its execution and analyze all laws and regulations which may affect the work.

2. If any discrepancies should be found between existing conditions and the Contract Documents, prospective Bidders shall report these discrepancies to the Township for clarification prior to submitting a bid. Failure of the Bidder to recognize service location conditions that affect the work shall not be considered sufficient cause for an increase in the contract price.
3. The submission of a bid will constitute an incontrovertible representation of the Bidder that the Bidder has and will comply with every term, condition and requirement of the Contract Documents and that the Contract Documents are sufficient in scope to convey all terms, conditions and requirements for performance and furnishing of the work.

6. Bid Security/Contract Execution

Bids shall be accompanied by a properly executed bid bond on the form included herein, with corporate surety approved to do business in the State of Ohio and satisfactory to counsel for the Township and with valid power of attorney attached, in the amount of not less than ten (10%) percent of the bid not including option years, if applicable, payable to West Chester Township as security that the Bidder, if awarded the Contract, shall enter into a written contract with the Township, on the form included herein, and supply to the Township all required bonds and other documents, materials or items required to be executed, delivered, or supplied by it. Upon failure on the part of such Bidder to enter into a written contract with the Township (and return all required documents to the Township, including performance and payment bonds and insurance certificates, after proper execution) within ten (10) business days (not including legal holidays) after receipt of such Contract by the Bidder at the address given in its bid, such defaulting Bidder and its surety shall be liable to the Township for the damages sustained by the Township by reason of such default. In such event, the Bidder's liability shall not be limited to the amount of the bid security which accompanied its bid. If the bid security was a certified check, such check shall be cashed by the Township and deposited forthwith to the Township's account. If the Township's actual damages are less than the amount deposited, the excess shall be returned to the defaulting Bidder. No allowance for interest or the like shall be paid or payable to the Township on any bid security. The bid security of all Bidders whom the Township believes have a chance of receiving the award may be retained by the Township until the earlier of the tenth (10th) calendar day after the effective date of the Contract or the sixty-first (61st) calendar day after the bid opening.

7. Withdrawal or Modification of Bids

The attention of Bidders is directed to the fact that, in submitting their bids, each Bidder agrees that it will not withdraw it within ninety (90) calendar days after the actual date of opening of bids. Upon submission of a proper request to the Township Administrator or designees, in writing, and identification of the one making the request, a bid may be withdrawn, at any time prior to the designated time for the opening of bids. Certain bids may be withdrawn after the bid opening if the Bidder delivers credible evidence to the Township within five (5) business days after opening the bids of a clerical mistake, as opposed to a judgment mistake, that was actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the bid.

Unless a bid has been formally withdrawn as provided above, it shall be deemed open for acceptance until the Contract Agreement has been executed by both the Bidder and the Township or until the Township manifests that it does not intend to accept the bid. Notice of Acceptance of any one bid shall not constitute rejection of any other bid or manifestation that the Township does not intend to accept any other bid.

Any Bidder may modify its bid by telegraphic or email communication at any time prior to the scheduled closing time for receipt of bids, provided that such communication is received by the Township prior to such closing time and, further, provided that a written confirmation of the communication, over the signature of the Bidder, was postmarked prior to such closing time. Telegraphic or email modifications shall not reveal the amount of the bid, but shall provide the amount(s) to be added to, subtracted from, or other modifications necessary to be made to the total bid amount or terms of the bid, so that the final prices or terms will not be known to the Township until the sealed bid is opened. If the required written confirmation is not received by the Township within five (5) business days (excluding legal holidays) prior to the closing time, the Township may, at its option, refuse to consider or give legal effect to such telegraphic or email communication.

8. Alteration of Bids and Documents

Alterations, modifications and changes to the Contract Documents will not be entertained by the Township. Should any Bidder change the wording of the language employed in the Contract Documents, the Township may, at its sole discretion, reject the bid. In case of a discrepancy or omission or if the Bidder is in doubt as to the meaning of any part of the Contract Documents, it should immediately notify the Township via the designated contact on the cover page of this bid document.

9. Right to Reject Bids

The Township reserves the right, which is understood and agreed to by all Bidders, to reject any or all bids. The Township reserves the right to waive any non-conformities or irregularities that do not affect the price or any material obligation of the Bidder.

The township's decisions on the qualification of any Bidder or the adequacy, responsiveness, propriety or timeliness of the bid; and/or its decision to reject any or all bids or to accept any bids shall be final, binding and uncontestable as to all bidders.

The Township may consider the qualifications and experience of subcontractors, Contractors, and other persons and organizations proposed by the Bidder for portions of the work. The Township may also consider the operating costs, maintenance requirements, performance data, guarantees and warranties, and such other factors as may be determined by the Township as reasonable to describe or compare the relative merits of the various competing bids.

10. Qualifications and Experience of Bidders

Each Bidder, as an organization, must be regularly engaged in, and have at least five (5) years of experience in performing the type of work required for this Contract. No award will be made to any Bidder who cannot warrant, and upon request cannot demonstrate, that it possesses the knowledge, experience, skill, capital, licenses, permits, patents and/or personnel necessary to satisfactorily enable

it to execute and complete the work successfully and perform the work within the time required pursuant to the Contract Documents.

The experience of an employee of the Bidder is not a substitute for the required total years of experience in providing services as an organization.

11. Time Period of Contract

The Contractor shall begin work in conformance with the Notice to Proceed and contract service specifications and carry the work forward expeditiously.

The contract shall be for a three-year period. The Township may jointly opt to extend the contract for a single two (2)-year extension at a term and rates mutually agreed upon by the Contractor in the Pricing Sheet.

<Remainder of page purposely left blank>

SECTION 3: BIDDING DOCUMENTS

Invitation to Bidders

Notice is hereby given that the Board of Trustees of West Chester Township, Butler County, OH, will accept sealed bids for the following contract until May 10, 2024 at **11:00 a.m.**, at the West Chester Township Administration Building, 9113 Cincinnati-Dayton Rd. West Chester Twp. OH 45069. Bids will be opened at 11:15 a.m. on that same day and at the same location.

This is a bid to provide Solid Waste collection / disposal, and collection of Recyclables for delivery to permitted recycling facilities from all single-family and multi-family dwellings of four or less units located in West Chester Township, as more clearly specified in the Contract Documents. The total count of dwellings is estimated to be 26,063.

Proposals must be submitted upon forms provided by the Township and must be sealed with proper identification of subject bid on the outside of the envelope. All bids must be accompanied by a bid bond in the amount of ten percent (10%) of the Bid. Performance Bond will be set at one hundred percent (100%), with Performance Bond and Certificate of Insurance furnished as specified in "Instructions to Bidders." Faxed bids or electronically submitted bids will not be accepted.

All questions must be submitted to Jenna Whittaker, West Chester Township Executive Assistant at JWhittaker@westchesteroh.org by **Wednesday, April 24, 2024**. Responses and/or addenda will be posted to the West Chester website on **Friday, April 26, 2024**.

The Boards of Trustees reserve the right to reject any or all bids and to waive any defects or irregularities in the best interest of the Township.

LARRY D. BURKS, WEST CHESTER TOWNSHIP ADMINISTRATOR

Bid Proposal

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____.

In compliance with your Invitation for Bids, Bidder hereby proposes:

Residential Solid Waste & Recycling Collection, Disposal & Processing

In strict accordance with the Contract Documents, within the time and conditions set forth herein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that this Bid has been made independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence the contract on the date to be specified in the Notice to Proceed. Bids will be accepted for a contract consisting of a 3-year term with the possibility of a single two (2)-year extension. However, the Township will be requesting a Bid quotation for a FIVE-YEAR, COMBINED TOTAL COST OF ALL SERVICES. This is to provide the Township with the best information possible to predict a cost of services in the event the two-year extension is authorized by the Township.

The basis of award of this Contract is a lump sum as calculated from the estimated price of the services designated as "Required" in the section below. The accepted contract amounts will be based on estimated quantities and services to be provided. Consideration for award of the Contract will be based on the FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES, April 2025 – March 2030.

Estimated units have been provided solely for calculation purposes of the bid and are not intended to represent actual service requirements.

Determination of Low Bidder

The FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES DESIGNATED AS "REQUIRED" IN THE PRICING SHEET will determine the low bidder. That cost will be calculated as follows: Unit Cost x Number of Units = Total Cost Per Month x Number of Months in Period = Total Cost Per Period

ADD THE TOTAL FIVE YEAR COST PER PERIOD FOR:

- 1) Base Collection Rate for Unlimited Service+
 - 2) Base Collection Rate for Limited Service
- = FIVE YEAR COMBINED TOTAL COST OF ALL SERVICES

The determination of the low bidder to whom a contract **may** be awarded will be based upon the lowest five-year bid price. The Township reserves the right to select the lowest **responsive and responsible** bidder based on what is in the best interests of the Township.

A non-collusion affidavit may be required once the winning bid is chosen.

Required and Optional Services

Required Services

The Township requires that the Bidder provide prices for the collection of Solid Waste and Recyclables from all single-family and multi-family dwellings of four or less units located in West Chester Township. Solid Waste and Recyclables must be collected on the same day of the week. Pricing is REQUIRED for the following:

- **Unlimited Service**: It is REQUIRED that the Bidder provide pricing for the collection of Solid Waste and Recyclables from all single-family and multi-family dwellings of four or less units located in West Chester Township. This includes the provision of a 96-gallon cart for Solid Waste, and 65-gallon cart for Recyclables (or carts of similar volume as proposed by the Contractor) at no additional cost. In addition to Solid Waste contained in the 96-gallon cart, the Contractor shall collect up to six (6) thirty-(30-)gallon cans/bags or two (2) 95-gallon trash carts at no additional charge.
- **Limited Service**: It is REQUIRED that the Bidder provide pricing for the collection of Solid Waste and Recyclables from all single-family and multi-family dwellings of four or less units located in West Chester Township. This includes the provision of a 96-gallon cart for Solid Waste, and 65-gallon cart for Recyclables (or carts of similar volume as proposed by the Contractor) at no additional cost. Only solid waste contained in the 96-gallon cart shall be collected.

The Township encourages all bidders to explore all methods of providing the required services, including but not limited to "automated" collection.

Optional Services

The Township has identified a number of services where the Bidders may provide pricing but are not required to. These shall be defined as "Optional Services." ***The prices of these services shall not be included in the calculation to determine the Low Bidder as defined above.***

- **Bulk Item / Large Item Special Collections**: The Bidder has the option to provide a price for the collection of Solid Waste that is too large to be contained in a single collection container utilized by a Resident, either by weight or by volume (up to and including a 96 gallon sized collection container); examples include, but are not limited to: stoves, water tanks, washing machines, furniture, mattresses, other household items and non-Freon containing appliances.
- **Collection of Chlorofluorocarbon (CFC) Appliances**: The Bidder has the option to provide a price for the collection of appliances containing chlorofluorocarbons (CFCs). The Contractor may

invoice each Resident who places an appliance containing CFC for the cost and proper removal of CFC at the price listed in the bid pricing sheet.

- **Rental of Additional Carts:** The Bidder has the option to provide a price for the rental of an ADDITIONAL solid waste or recycling cart, beyond the carts provided per the Required Services.

Note: All units are estimates and provided solely for the purpose of bidding calculations

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Bid Form 1: Pricing Sheet (Unit Counts Estimated)

REQUIRED: UNLIMITED

Service including the provision of a 96-gallon Trash Cart and a 65-gallon Recycling Cart

	Unit Cost Per Month (Solid Waste and Recycling)	Number of Units	Total Cost Per Month	Months in Period	Total Cost per Period
2025 - 2026		20,850		12	
2026 - 2027		20,850		12	
2027 - 2028		20,850		12	
Option: 2028-2030		20,850		12	
Total Cost:					

REQUIRED: LIMITED

Service including the provision of a 96-gallon Trash Cart and a 65-gallon Recycling Cart

	Unit Cost Per Month (Solid Waste and Recycling)	Number of Units	Total Cost Per Month	Months in Period	Total Cost per Period
2025 - 2026		5,213		12	
2026 - 2027		5,213		12	
2027 - 2028		5,213		12	
Option year 1: 2028-2030		5,213		12	
Total Cost:					

Combined Total Cost of Services

2025 - 2026	
2026 - 2027	
2027 - 2028	
Option: 2028-2030	
Total	

Surcharge for billing services (Cost / residential unit / month)

2025 - 2026	
2026 - 2027	
2027 - 2028	
Option : 2028-2030	
Total	

OPTIONAL: Bulk / Large Item Special Collections

Cost Per Collection

2025 - 2026	
2026 - 2027	
2027 - 2028	
Option: 2028-2030	

OPTIONAL: Per appliance surcharge for CFC removal

Cost Per Appliance

2025 - 2026	
2026 - 2027	
2027 - 2028	
Option: 2028-2030	

OPTIONAL: Per Unit Per Month surcharge for the RENTAL of an additional 96 gallon solid waste cart

	Unit Cost Per Month
2025 - 2026	
2026 - 2027	
2027 - 2028	
Option: 2028-2030	

OPTIONAL: Per Unit Per Month surcharge for the RENTAL of an additional 65 gallon Recyclables cart

	Unit Cost Per Month
2025 - 2026	
2026 - 2027	
2027 - 2028	
Option: 2028-2030	

This Respectfully submitted: _____ (Printed)

By: _____ (L.S.)

Title: _____

Address: _____

Phone: _____

Date: _____ (Seal)

Attest: _____

Bid Form 2: Bid Bond

Contract - Residential Solid Waste & Recycling Collection, Disposal & Processing

KNOW ALL PARTIES BY THESE PRESENTS, that we, the undersigned, _____, as Principal, and, _____,

as Surety, are hereby held and firmly bound unto West Chester Township, 9113 Cincinnati-Dayton Rd., West Chester, OH 45069 ("Obligee") in the penal sum of _____ (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. The penal sum shall be the dollar amount of the principal's bid to the Obligee incorporating any additive or deductive alternate bids made by the principal on the date such bids are due, which are accepted by the Obligee.

Signed, the _____ day of _____, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for:

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____ (L.S.)

By _____ (Seal)

Surety _____

By _____ (Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

Bid Form 3: Statement of Contractor Qualifications

Provide answers specific to the Division or Service Location that will perform Contract

- 1) How many years of experience does your organization’s local division have in the collection and disposal of residential garbage and recyclables?

- 2) For your organization’s local division: Identify up to three municipal government residential collection contracts executed in the last five years in Ohio, Kentucky, or Indiana which included semi or fully automated, wheeled-cart service for waste and recyclables as well as the delivery, collection, service, and repair of wheeled carts (limit 5). Include a Contact for each jurisdiction, phone or email, length of contract, and number of residents served.

Jurisdiction	Contact	Phone	Length of Contract / Expiration Date	Number of residential units served

- 3) With respect to any contracts for the collection of residential garbage and recyclables referenced above, has your organization been terminated by a jurisdiction or failed to complete any contract awarded to you?

- 4) Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?

- 5) Describe the parties, docket number, nature and present status of any proceeding described above.

- 6) Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.

- 7) Has your organization been the subject of any lawsuit or request for arbitration filed by a jurisdiction regarding a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.
- 8) Does the Bidder have a "hardship" program for residents who are financially insolvent and cannot pay their waste collection / recycling bills? If so, please describe.
- 9) Bidder acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible bidder and, further, that any omissions may result in the rejection of any such bids.

Acknowledge_____ (Initials)

<Remainder of page purposely left blank>

Bid Form 4: Experience of Personnel

- 1) Provide a list of personnel in key positions (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.). Include and identify as such, the person who will serve as the public spokesperson, as required in the contract, to appear at publicity events with the Township.

List Key Personnel Below:

Name	Position / Title	Years with Company

- 2) The Township expects to communicate directly with one individual designated for ultimate responsibility for the contract. The Township will be notified immediately of any changes to this information. Provide the following information.

Name	
Mailing Address	
Direct Phone:	
Mobile Phone:	
Email:	

Personnel Policies

- 1) How does Contractor deal with replacing key personnel who leave?
- 2) Explain the current screening mechanisms used by the company for applicants and any ongoing programs for employees (i.e., drug and alcohol, etc.). Do these apply to subcontractors?
- 3) Describe in detail the Contractor’s employee/driver training program. Use additional sheets or attachments, if necessary.

<Remainder of page purposely left blank>

Bid Form 5 – Facilities

List the name, location and distance from West Chester Township Administration Buildings for the facilities proposed for use in providing the services specified in the Contract.

Identification and location of the facility from which collection vehicles will originate service.

Hauler / Transporter Facility (ies)	Location:	Distance in Miles:

Identification and location of the processing and disposal companies.

Attach the documents required for each disposal/recycling facility by Contract Section 109, Section 300, and Section 310.

Disposal Facility(ies)	Location:	Distance in Miles:
Recycling Facility(ies)	Location:	Distance in Miles:

Bid Form 6 – Certification of Disposal Facility

Provide a copy of this form from each disposal facility to be used in the Contract. The form must be signed by an officer of authorized representative of the disposal facility.

I acknowledge that, _____ (Name of Firm/Facility) shall be responsible to West Chester Township for the full and faithful performance of disposing garbage, refuse, and/or municipal waste collected by the Contractor under the Township’s Residential Garbage and Recycling Collection, Disposal and Processing Contract.

I understand and agree that recyclables collected in West Chester Township may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that West Chester Township shares no risk, expense, or profit for the disposal of the garbage, refuse, and/or municipal waste.

I certify that the disposal facility of, _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and dispose of all materials collected each day, and each week under this Contract and acceptable under the facility’s operating permit.

I understand and agree, _____ (Name of Firm/Facility) and the Contractor must have and provide to the Township(s) with the bid documents a contingency plan to avoid disruption of the garbage collection program through a temporary shutdown in operation.

I agree that at any time given reasonable notice, the Township may visit and inspect _____ the Facility to determine compliance with this Contract and to verify reporting.

Please check the appropriate line: Corporation Partnership Sole Proprietor Unincorporated
 Include either: Social Security Federal Tax Identification Number: _____

Name of Firm	Signature of Officer or Authorized Representative
Address	Attest:
Phone _____ Fax: _____	On this _____ day of _____, 2024, before me, a Notary Public, undersigned representative/officer personally appeared _____, who <small>(Representative/Officer’s Name)</small>
acknowledged to be the _____ of _____ and <small>(Job Title) (Name of Company)</small>	that as such representative/officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company as _____. <small>(Job Title)</small>
STATE OF _____	IN WITNESS WHEREOF, I hereunto set my hand and Official seal.
COUNTY OF _____	_____ Notary Public
SEAL	My Commission Expires: _____

Bid Form 7 – Certification of Recycling Facility

Provide a copy of this form from each recycling facility to be used in the Contract. The form must be signed by an officer of authorized representative of the recycling facility.

I acknowledge, _____ shall be responsible to West Chester Township for the full and faithful performance of processing Recyclables collected by the Contractor under the Township’s Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that West Chester Township shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____ is capable of accepting the following materials for single stream recycling: aluminum cans, plastic bottles and jugs, bi-metal/steel cans, cartons, newsprint, magazines, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper; and processing the Recyclables to the degree necessary to be marketable.

I certify that the processing system of _____ has sufficient capacity to receive, process, and store all materials collected each day, and each week under this contract.

I understand and agree that _____ and the Contractor must have and provide to the Township with the bid documents a contingency plan to avoid disruption of the Recycling program through a temporary shutdown in processing.

I agree that at any time given reasonable notice, the Township may visit and inspect the facility to determine compliance with this Contract and to verify reporting.

Please check the appropriate line: Corporation Partnership Sole Proprietor Unincorporated
 Include either: Social Security Federal Tax Identification Number: _____

Name of Firm	Signature of Officer or Authorized Representative
Address	Attest:
Phone _____ Fax: _____	On this _____ day of _____, 2024, before me, a Notary Public, undersigned representative/officer personally appeared _____, who <small>(Representative/Officer’s Name)</small>
acknowledged to be the _____ of _____ and <small>(Job Title) (Name of Company)</small>	that as such representative/officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company as _____. <small>(Job Title)</small>
STATE OF _____	IN WITNESS WHEREOF, I hereunto set my hand and Official seal.
COUNTY OF _____	_____ Notary Public
SEAL	My Commission Expires: _____

Bid Form 8: Equipment

1. Please provide a description of a typical solid waste collection vehicle that would service this contract. Include average age of fleet, make and model, and whether there are options for alternatively fueled vehicles.
2. Please provide a description of a typical recycling collection vehicle that would service this contract. Include average age of fleet, make and model, and whether there are options for alternatively fueled vehicles.
3. The Township recognizes that the contractor may need time to acquire equipment and hire personnel. Notwithstanding the proposed contract start date in the bid package, please provide a time estimate for when you would be able to have equipment and personnel in place to provide the services outlined in this bid. If the time estimate does not conform to the contract start date, but would only result in a reasonable delay, the Township is willing to be flexible. Note that the contract end date would remain unchanged.

<Remainder of page purposely left blank>

Bid Form 9: Operational Plan for Solid Waste and Recycling Cart Delivery

The Contractor shall provide Garbage and Recycling Carts for each Structure as described in the Contract. The Contractor must off load, assemble, and deliver Carts commensurate with the service levels desired by each Structure.

Describe in detail below in the Contractor's plan for Cart delivery.

1. Include the estimated number of Carts that will be delivered per day.
2. Specify the hours during which Cart delivery is expected to occur each day.
3. Specify the number of and days per week Cart delivery will be provided.
4. Describe the method of organization and the type of equipment that will be used to deliver the Carts.
5. Describe in detail the Contractor's record keeping procedures that will be utilized to assure accurate asset management and customer satisfaction during the Cart delivery process.
6. Describe the method for collecting recycling carts for residents who choose not to participate in this service.

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Bid Form 10: Emergency Management Plan

Provide a detailed plan that includes the procedures to be implemented in the event of the incidents listed here. a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; other emergencies.

This plan will be required to be in the cab of every vehicle used to provide services in the Township.

The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; up to date contact information for the Contractor's responsible personnel; contact information for the Township; instructions on how to contain and mitigate the emergency.

Procedures should be specific to the type of incident.

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Bid Form 11: Cart Specifications

Please provide the specifications for the Solid Waste AND Recycling carts that will be delivered to Township residents if the Bidder is awarded the contract. Please include the following information:

1. The container size in gallons. The Township prefers containers that are roughly 96 gallons for solid waste and 65 gallons for recyclables. However, they are open to different container size proposals within reason.
2. List all alternative cart sizes that are available in the Bidder's inventory
3. Manufacturer name and model
4. Warranty for carts
5. Do the proposed carts contain lids?

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SECTION 4: NOTICE OF AWARD

TO:

DATE:

Residential Solid Waste & Recycling Collection, Disposal & Processing

The Township has considered the Bid submitted by you on _____ for the above- described project in response to its Invitation to Bidders and the related Contract Documents.

You are hereby notified that your Bid or portions thereof and in accordance with the letter of award dated _____ have been accepted as shown in your Bid Proposal.

You are required by the Instructions to Bidders and/or the General Conditions to execute the Agreement and furnish the required Contractor’s Performance Bond and Payment Bond within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten days from the date of this Notice, West Chester Township will be entitled to such other rights as may be granted by law, including but not limited to retention of bid deposit or forfeiture of bid bond sum.

You are required to return an acknowledged copy of this Notice of Award to West Chester Township, 9113 Cincinnati-Dayton Rd. West Chester Township, OH 45069.

Dated this _____ day of, _____, 2024

WEST CHESTER TOWNSHIP
BUTLER COUNTY, OH

By: _____
Larry D. Burks, Administrator

Acceptance of Award

Receipt of the above Notice of Award is hereby acknowledged _____, 2024

By: _____

Title: _____

Note: Failure to return an acknowledgment of this Notice of Award does not relieve the contractor of the conditions imposed by the Instructions to Bidders and/or General Conditions.

SECTION 5: NOTICE TO PROCEED

TO:

DATE:

Residential Solid Waste & Recycling Collection, Disposal & Processing

You are hereby notified to proceed in accordance with the Agreement dated _____, and you are to provide Residential Solid Waste and Recycling Collection, Disposal and Processing for a three (3) year period as stated in the Contract Documents unless the period for completion is otherwise modified by the Contract Documents. Contract is to begin on (date), subject to pre-service requirements.

WEST CHESTER TOWNSHIP
BUTLER COUNTY, OH

By: _____
Larry D. Burks, Administrator

You are required to return an acknowledgment of this Notice to Proceed to West Chester Township, 9113 Cincinnati-Dayton, West Chester Township, OH 45069.

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged _____, 2024

By: _____

Title: _____

Note: Failure to return an acknowledgment of this Notice to Proceed does not relieve the contractor of the conditions imposed by the agreement.

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CONTRACT PROVISIONS

GENERAL

01 - Project Description Provide Solid Waste collection and disposal, collection of Recyclables for delivery to permitted and/or approved recycling facilities from all single-family and multi-family dwellings with four or less units as more clearly defined in the Contract Documents. All single-family and multi-family dwellings with four or less units, located in the Township have mandatory inclusion and shall be charged as described for services provided in the Contract.

02 - Definitions

Wherever the words defined in this Section, or pronouns used in their stead, occur in the Contract Documents, they shall have the meanings given as follows:

1. ADDENDA, refers to written or graphic instructions issued by the Township prior to the opening of Bids which clarify, correct or change any of the Contract Documents.
2. BID, also referred to herein as "Proposal" means the set of documents, including the Bid Forms, signature sheets, Bid Bond, Certificates and other forms to be completed or information to be supplied or submitted therewith, that was prepared and submitted by the Bidder for the Work.
3. BONDS, refer to bid, performance, payment and maintenance bonds, and other instruments of security, requested or required by the Contract Documents.
4. CHANGE ORDER, means a document which is approved by the Township's Board of Trustees and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or Contract Time, issued on or after the Effective Date of the Contract and which is more fully described in the Contract Provisions Section entitled "Change Orders."
5. CONTRACT, means the Contract Agreement entered into by and between the Township and the Contractor, covering the Work to be performed which incorporates all Contract Documents and sets forth the terms of the agreement between the Township and the Contractor and any duly executed changes, modifications or amendments thereto pursuant to the Contract Documents.
6. CONTRACT DOCUMENTS, means the full and collective set of documents which form the Contract, including: Invitation to Bidders; Legal Notice; Bid Proposal; Bid Bond; Questionnaires; Supplemental documents and information required by the specifications; Notice of Award; Notice to Proceed; Instructions to Bidders; Contract Provisions; Contract Agreement; Performance Bond, Change Orders, and associated Certificates of Satisfaction and Statements of Surety; Specifications; Maps; all Addenda issued by the Township prior to the time of opening of Bids, if any; exceptions, changes, modifications and/or clarifications incorporated into or submitted by the Contractor along with its Bid, provided that each and every such exception, change, modification and/or clarification is specifically accepted by the Township, in writing, as a part of the award of the Contract; and any duly executed changes, modifications and/or amendments to the Contract made and approved by the Township's Board of Trustees prior to Contract completion and any other form or document described as part of this Contract.

7. CONTRACT PRICE, means the rates payable to the Contractor as stated in the Contract Documents.
8. CONTRACT TIME OR CONTRACT TERM, means the time period or the date stated in the Contract Documents where the contractor will provide collection services. Contract Time commences in conformance with the Notice to Proceed and contract service specifications.
9. CONTRACTOR means the person or persons, partnership or corporation designated as such in the Contract Agreement, acting directly or through their or its agents or employees. Where a covenant, representation, or warranty is made by the Contractor, it shall also extend to and cover any individual, agent, or employee acting for or on behalf of the Contractor.
10. EFFECTIVE DATE, means the date indicated in the Contract on which it becomes effective, but if no such date is indicated, the date on which the Contract is signed and delivered by the last party to so execute.
11. MANUFACTURER, means the original equipment Manufacturer of each component to be provided under this Contract, differentiated herein by appropriate modifying terms when a particular component is involved. When the word "Manufacturer" appears herein without such modifying terms, it shall be interpreted in the general sense, unless the context clearly relates to a particular component.
12. MAPS, means the maps which give guidance in illustrating the character and scope of the Work to be performed, and which have been prepared or approved by the Township Administrator or designee and are referred to in the full Contract Documents.
13. NOTICE OF AWARD, refers to the written notice by the Township to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein and within the time specified therein, the Township will deliver the Contract to the successful bidder for execution.
14. NOTICE TO PROCEED, refers to a written notice given by the Township to the Contractor fixing the date on which the Contract Time will commence and on which the Contractor shall commence performance of its obligations under the Contract Documents.
15. PROJECT, means the total Work to be provided under the Contract Documents.
16. PROJECT SCHEDULE, refers to the schedule proposed by the Contractor, and which indicates the sequence in which the Contractor shall carry out and complete its Work and the time required therefor.
17. SERVICE LOCATION, means within the boundaries of West Chester Township, where certain portions of the Work are to be performed or located, or any other location described in the Contract Documents.
18. SEVERE WEATHER, means extreme weather conditions, other than snow and ice referenced in Section 113, which cause the Service Location to be included in a governmental designated disaster area or an area of large-scale governmental office and public-school closings. Any claim for extension of time due to a delay attributed to Severe Weather must be mutually agreed upon by the Township and the Contractor.

19. SPECIFICATIONS, or "Contract Service Specifications," refers to those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards, and workmanship as applied to the Work and certain details thereof.
20. SUBCONTRACTOR, refers to an individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of any part of the Work. Unless otherwise indicated, the term Subcontractor shall include Contractors of the Contractor and Contractors of Subcontractors.
21. TOWNSHIP, West Chester Township, 9113 Cincinnati-Dayton Rd., West Chester Township, OH 45069, the party of the first part, or any officer or agent duly authorized (in writing) to act for the said party of the first part, in the execution of the Work called for under this Contract, such officers or agents acting within the scope of their duties as authorized in a writing signed by the Administrator.
22. TOWNSHIP ADMINISTRATOR, where the word "Township Administrators or designees" appears in the text it shall mean the Township's Appointed Representative or designee acting within the scope of his/her duties and references the Township.
23. WORK, means, for the Contract, all the Work and all the workmanship, materials, labor and equipment required for the performance and completion of the Contract, including all labor, services, plant machinery, apparatus, appliances, tools, supplies and all other services and/or things required by the Contract Documents to be done, furnished or performed throughout the Contract Term as prescribed herein and according to the requirements of the Township Administrator.

Wherever the words Township, Township(s) or Township it shall be understood that the words shall have the same meaning as the appropriate singular or plural in the context of the sentence.

Any pronouns used in relation to, or in place of, any of the words or combinations of words, herein defined, shall have the same meaning as the words or combinations of words themselves.

Wherever the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used in the Contract Documents, it shall be understood that the directions, requirements, permission, orders, designation, or prescription of the Administrators are intended. Similarly, the words "approved," "acceptable," "suitable," "satisfactory," or words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Administrators in each case.

RIGHTS AND DUTIES OF CONTRACTOR

03 - Contract Responsibilities

The Contractor represents and warrants that it has thoroughly examined and has become familiar with the Contract Documents and determined the nature of the Work, the general and local conditions, the availability of labor, materials, supplies, and equipment and all other matters which can in any way affect the Work under this Contract. Failure to make an examination necessary for this determination

shall not release the Contractor from the obligations of this Contract nor be grounds for any claim based on unforeseen conditions.

DETAILED INSURANCE

04 - Insurance

Proof of workers compensation insurance shall be submitted prior to starting Work. It shall be the responsibility of the Contractor to make certain that its Subcontractors comply with any such insurance requirements relating to them.

All insurance required by the Contract Documents (including this section) to be purchased and maintained by the Contractor shall be obtained from insurance companies that are duly licensed or authorized in the State of Ohio for the issuance of insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Contract Documents and provided below.

All coverage shall be without voluntary deductibles, and if the insurance contains deductibles, the Contractor shall pay all costs and expenses not covered because of such deductibles. All insurance shall be on an occurrence basis.

The Contractor shall provide to the Township Administrator (with copies to each additional insured identified in the Contract Documents), prior to commencing Work, Certificates of Insurance evidencing the required insurance (as well as any other evidence of insurance requested by the Township or any other additional insured). Each certificate shall, in addition to the insurance coverage, contain the following:

- A. Inception and expiration dates of insurance policy (ies);
- B. Limits of liability;
- C. Nature of coverage(s) provided including special hazards, if required;
- D. Name(s) of insurance company (ies);
- E. Policy number(s)
- F. Notation of deductible and self-insurance retention applicable to any contract of insurance;
- G. Notation of policy endorsement that provides for thirty (30) calendar days prior written notice to the Township in the event of change, canceling or renewal;
- H. Underlying insurance requirements for excess liability contracts; and,
- I. Identification of all entities required to be listed as additional insureds under the Contract Documents.

The Township will accept no certificate which exculpates the issuer or reduces any right conferred on the Township by the above certificates, nor will the Township accept certificates unless the certificates bear the signature of a direct representative of the insurance company authorized to do business in Ohio.

The Contractor will furnish a certificate of renewal or extension of the policy for a policy that expires during the term of this contract thirty (30) calendar days prior to the expiration date of the policy.

Contractor's Liability Insurance

The Contractor shall purchase and maintain such liability and other insurance with the limits and coverages as set forth below for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable for not less than the following amounts or greater if required by law.

A. Commercial General Liability Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate for products-completed operations hazard, providing coverage for claims including:

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
2. personal injury and advertising injury;
3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. bodily injury or property damage arising out of completed operations; and
5. the Contractor's indemnity obligations under the Contract Documents.

The Contractor's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

1. Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
2. Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
3. Claims for bodily injury other than to employees of the insured.
4. Claims for indemnity under the Contract Documents arising out of injury to employees of the insured.
5. Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
6. Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

B. Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than one million dollars (\$1,000,000.00) per accident,

for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

- C. **Excess Coverage** The Contractor shall provide excess or umbrella liability insurance in the amount of \$2,000,000 per occurrence and \$5,000,000 in the aggregate, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required above and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- D. **Workers' Compensation** at statutory limits.
- E. **Employers' Liability** with policy limits not less than \$1,000,000 each accident, \$1,000,000 for each employee, and \$1,000,000 policy limit.
- F. **Pollution Liability Insurance** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

Additional Insured: To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage, automobile liability coverage and excess coverage to include (1) the Township as additional insureds for claims caused in whole or in part by the Contractor's acts or omissions during the Contractor's operations; and (2) the Township as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

Waiver of Rights

The Township and Contractor intend that all policies purchased related to the Work will protect the Township, and all other persons or entities identified by the Township to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

05 - Permission to Sublet or Assign

The Contract Agreement may not be assigned by the Contractor nor may any obligation of the Contractor under the Contract Documents be assumed by any other person or third party without the prior written consent of the Township and concurrence by the surety. The Contractor shall be required to present a request for such an assignment to the Township, in writing, for consideration and approval, and the assignment shall be consummated only upon receipt of the written approval of the Township. In the case of the Township's approval, the Contractor shall file copies of all related legal documents with the Township. The Contractor may execute portions of this Contract through any of its subsidiaries, affiliates, Subcontractors, or licensees, however, the Township will administer this Contract solely through the Contractor and will not deal directly with any subsidiary, affiliate, Subcontractor, or licensee.

06 - Concerning Subcontractors and Others

The Contractor shall not employ any Subcontractor, or other person or entity for the performance of the work, including those initially acceptable to the Township as indicated in the next paragraph below, whether initially or as a substitute, against whom the Township may have a reasonable objection. In the event the Contractor fails or refuses to replace, within a reasonable time, any Subcontractor, other person or entity working for the performance of the work, to which the Township has taken reasonable objection, the Township may stop the Contractor's performance until such time that a replacement is effectuated. The Contractor shall be liable for any and all damages related to any stoppage of the Contractor's performance under this Section. This Section shall not limit the Township's right to recover for breach of Contract or any other legally recognizable cause of action.

The Contractor shall establish the qualifications of all Subcontractors and will make sure that they comply with the insurance requirements according to Section 04. In addition, the Contractor shall establish that Subcontractors providing any professional services have adequate professional liability insurance. The Township's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor or other person or organization working at the Township may be revoked upon the Township's written objection, in which case the Contractor shall submit a substitute acceptable to the Township. The Township's acceptance of any Subcontractor or other person or organization shall not constitute a waiver of any right of the Township to reject defective Work.

The Contractor shall be fully responsible to the Township for all acts and omissions of its Subcontractors and other persons and entities performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the Contractor is responsible for its own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor or other person or entity any contractual relationship between the Township and any such Subcontractor or other person or entity, nor shall it create any obligation on the part of the Township to pay or to see to the payment of any monies due any such Subcontractor, or other person or entity.

All Work performed at the Township for the Contractor by a Subcontractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor which specifically binds the Subcontractor to the terms, conditions, requirements, and prohibitions of the Contract Documents for the benefit of the Township. Whenever any such agreement is with a Subcontractor who is listed as an additional insured on the Contractor's property insurance, the agreement between the Contractor and

the Subcontractor will contain provisions whereby the Subcontractor waives all rights against the Township, the Contractor, and all other additional insureds for all losses and damages caused by, arising out of, or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or any other entity engaged to do the Work, the Contractor will obtain the same. With regard to any claim or dispute about payment of a Subcontractor at any tier, the Contractor expressly agrees to defend, indemnify, and hold the Township harmless in the event any suit is brought on account of a dispute between any of the parties including, but not limited to, Subcontractors and materialmen. The Contractor shall assume the defense affirmatively at its sole cost whenever such suit is brought in any jurisdiction and shall keep the Township advised as to all developments.

A list of all Subcontractors must be submitted at the time of bid opening along with the bid proposal for Township's review and approval of Subcontractors.

Supervision – Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished Work complies with the requirements of the Contract Documents.

The Field Route Supervisor will be the Contractor's representative and shall have authority to act on behalf of the Contractor.

RIGHTS AND DUTIES OF TOWNSHIP

07 – Authority of the Township

The Township shall be the sole judge of the intent and meaning of the Contract Documents and its decisions thereon and its interpretations thereof will be final, conclusive, and binding on all parties. The Township Administrator or designees shall be the representatives of the Township during the life of the Contract and will observe the Work in progress on behalf of the Township. The Township Administrator shall have the authority:

- A. To act on behalf of the Township to the extent expressly provided in the Contract or otherwise as approved, in writing, by the Township Board of Trustees;
- B. To stop the Work whenever such stoppage may be necessary, in its sole discretion, to prevent improper execution of the Work, or otherwise to protect the Township's interests;
- C. To determine the amount, quality, acceptability and fitness of all Work, materials, and equipment required by the Contract; and
- E. To decide all questions which arise in relation to the Work, the performance thereof, and the fulfillment of the Contract.

It shall be the Contractor's obligation to immediately document in writing with the Township Administrator or designee's signature acknowledging agreement of any and all of the above. If the Contractor shall fail to immediately so document and so obtain the Township Administrator or

designee's written agreement and signature, the purported exercise of the authority of the Township Administrator or designees cannot be used against the Township, its employees, agents, or its Board members by any person or entity.

Any delay, failure, or omission of the Township to exercise any rights or powers shall not impair any such rights or powers, nor shall the same be construed to be a waiver thereof or any acquiescence therein, nor shall any such action or inaction by the Township alter or impair the rights of the Township.

The Township shall not supervise, direct, or have control or authority over, nor be responsible for the Contractor's means, methods, techniques, sequences or procedures of performance of the Work or the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the furnishing or performance of the Work. The Township shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

08 – Access to Work

The Township, and its officers, agents, and employees may, during any hours, Monday through Friday or other such times that the Work is being performed, enter upon the service location, including the Contractor's offices and/or disposal and recycling facilities for the purpose of inspection of the Work, and the Contractor shall at all times provide safe and proper facilities therefor.

This provision shall not be interpreted as limiting or restricting, to any degree, the Township's right to free and unrestricted access to its own property and facilities or any portion of the Work therein.

PERFORMANCE OF CONTRACT

09 – Contract Time and Liquidated Damages

A. CONTRACT TIME

The Contractor shall commence Work on this Project upon the date indicated in the written Notice to Proceed. Notwithstanding receipt of the written Notice to Proceed, no Work may be commenced before all documents, schedules, items and forms (including Certificates of Insurance as applicable) are fully executed and returned to the Township.

- Length of Contract Period – West Chester Township desires to enter into a Contract for a three-(3-)year period, with a single two-(2-)year contract renewal option.

B. LIQUIDATED DAMAGES

The following sections will be considered SECTION 10, ITEM C, as well as part of the Specifications. Please see ARTICLE SPECIFICATIONS, SECTIONS 113 – SERVICE DISRUPTIONS DUE TO WEATHER; 114 – SERVICE DISRUPTIONS NON-WEATHER RELATED; 115 – MISSED AND MAKE-UP COLLECTIONS WITHIN THE CONTRACTOR'S CONTROL and 840 – LIQUIDATED DAMAGES.

10 – Change Order Procedures

- A. Contractor initiated Change Order proposal request: Where latest or other unforeseen conditions require modifications to the Contract, the Contractor may prepare changes by submitting a request for a change to the Township Administrator or designee.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change.
- B. Upon the Township’s approval of a Change Order request, the Township Administrator or designees will issue a Change Order for signatures of Township and Contractor.
- C. A change in the Contract Sum and the Contract Time shall be accomplished only by a Change Order. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Township has been unjustly enriched by an alteration or addition to the Work, whether or not there is any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents. The Contractor specifically agrees that if it proceeds on an oral order to change the Work, it shall waive any claim for additional compensation or additional time for such work and the Contractor shall not be excused from compliance with the Contract Documents.

11 – Applications for Payment

The following sections will be considered Section 12, as well as, Specifications, Section 620 – ADJUSTMENTS & PAYMENTS INDEXING, and Section 630 - PETITION FOR UNUSUAL OR UNANTICIPATED COSTS.

12 – Inspection of the Work

All Work shall be subject to inspection by the Township. The Township shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

13 – Disputes and Claims

As an express condition precedent to the Contractor’s right to file a claim pursuant to this Section, the Contractor shall provide to the Township all materials utilized by the Contractor in preparation of its bid, including, but not limited to all worksheets, quotations, calculations, pricing data, estimates and correspondence relating thereto, and shall present in writing to the Township evidence of any claim or dispute, including evidence regarding liability, causation and damages, sufficient to enable the Township to develop an opinion with respect to such claim or dispute, and such evidence must be presented to the Township within thirty (30) days of the earlier of (i) the Contractor’s first knowledge of the beginning of the event giving rise to such claim or dispute, or (ii) when, by the exercise of reasonable diligence, the Contractor should have recognized the events giving rise to such claim or dispute.

Should any dispute or controversy whatsoever arise between the Township and the Contractor, whether sounding in breach of Contract, tort, including negligence or strict liability, or otherwise, then the Contractor shall follow all of the provisions of the Contract Documents with respect to conditions precedent to the making of claims and shall give twenty (20) days written notice to the Township of the Contractor’s intent to resort to legal action. All disputes or controversies arising between the Township and Contractor shall be limited to an action at law initiated in Butler County, Ohio.

Commented [WSP1]: Does the Township want to utilize arbitration? Most public entities I have worked with prefer litigation. Want to confirm this.

The Parties agree that the various courts located in Butler County, Ohio, shall have jurisdiction of both the person and matter. If the Contractor proceeds with the Work, or any portion thereof, under protest, the Contractor must notify the Township Administrator, in writing, prior to commencing such Work.

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14 Bonds

Contractor shall obtain a performance bond in accordance with Section 800-Performance Bond. Contractor shall obtain said bond utilizing the language of the form below:

PERFORMANCE BOND

KNOW ALL PARTIES BY THESE PRESENTS: that

Name of Contractor _____

Address

a _____, hereinafter called Principal, and

(Corporation, Partnership, or Individual)

Name of Surety _____

Address

hereinafter called the Surety, are held and firmly bound unto West Chester Township, 9115 Cincinnati-Dayton Rd., West Chester Township, OH 45069, hereinafter called the Owner, in the penal sum of:

dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____,

2024, a copy of which is hereto attached and made a part hereof, for:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the

Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owners and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2024.

Principal _____

By _____ Title

Address _____

Attest: _____ (SEAL)

Surety: _____ Witness: _____

By _____

Title _____

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Ohio.

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REQUIREMENTS OF CONTRACT

15 – Compliance with Laws and Regulations

The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws and regulations, the Township shall not be responsible for monitoring the Contractor's compliance with any laws or regulations.

If the Contractor performs any Work that is contrary to applicable laws and regulations, the Contractor shall bear all claims, costs, losses, and damages caused by, arising out of or resulting therefrom.

The Contractor shall, throughout the performance of the Contract, keep itself fully informed of all existing and future laws and regulations in any manner affecting those engaged or employed in the Work, or in any way affecting the conduct of the Work. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such laws and regulations, the Contractor shall forthwith report the same, in writing, to the Township Administrator or designees.

The Contractor shall at all times itself observe and comply with and cause all its agents and employees to observe and comply with all such existing and future laws and regulations and shall protect and indemnify the Township, their Board members, officers, employees and agents against any claims or liability arising from or based upon violation of such laws and regulations, whether by itself or its agents or employees.

16 – Working Hours

The Contractor shall make collections in accordance with Section 102 TIMES OF COLLECTION.

17 – Buy American

It is the desire of the Township that items supplied under the Contract shall be manufactured and assembled in the United States of America and utilize American materials to the maximum practical extent, consistent with the needs of this Contract and the availability of products and components of American manufacture. In this respect, all items supplied under this Contract shall comply with applicable State and Federal laws relating to utilizing products, materials and supplies of local or domestic origin.

18 – Worker's Compensation

The Contractor agrees, in any contract involving the employment of labor, to accept the provisions of the Worker's Compensation Act and any reenactment, supplements or amendments thereto and shall insure its liability thereunder or file with the Township a certificate of exemption of insurance from the Department of Labor and Industry of the State of Ohio.

19 – Nondiscrimination/Sexual Harassment Clause

Each Contract entered into by a Governmental Agency shall contain the following provisions by which the Contractor agrees:

- A. In the hiring of any employee(s) for the performance of work or any other activity required under the Contract or any subcontract, the Contractor, Subcontractor or any person acting on behalf of the Contractor or Subcontractor shall not, by reason of gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. Discriminate against any citizen of this State who is qualified and available to perform the work to which the employment relates.
- B. Neither the Contractor nor any Subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the performance of work or any other activity required under the Contract on account of gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap.
- C. Contractors and Subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. Contractors shall not discriminate by reason of gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, against any Subcontractor or Contractor who is qualified to perform the work to which the Contract relates.
- E. The Contractor and each Subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the Township and the Ohio Department of Administrative Services, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any Subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or Subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Ohio Department of Administrative Services.
- F. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each Subcontractor.

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CONTRACT AGREEMENT

THIS AGREEMENT, made this, _____ day of _____, 2024, by and between the WEST CHESTER TOWNSHIP, Butler County, Ohio, hereinafter called "Township" and _____, doing business as (an individual) or (a partnership) or (a corporation), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall provide all labor, materials, and supervision necessary meet the contractual agreement in a timely and professional manner.
2. The Contractor will provide Residential Solid Waste & Recycling Collection, Disposal & Processing for a three-year period with the option of one two-year contract extension as stated in the Contract Documents unless the period for completion is otherwise modified by the Contract Documents.
3. Terms used in the Agreement which are defined in the Contract Provisions, if included in the Contract Documents, shall have the meanings indicated in the Contract Provisions.
4. The term "Contract Documents" shall have the meaning set forth in Section 02 of the Contract Conditions, which is specifically incorporated herein.
5. The Contractor agrees to complete the contractual agreement as described in the Contract Documents as shown on the Bid Proposal.
6. Neither the Township nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents, and specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the Township.
7. The Contract Documents constitute the entire Agreement between the Township and the Contractor and may only be altered, amended or repealed by a duly executed written instrument as set forth in the Contract Conditions.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their dully authorized officials, this Agreement in duplicate, each of which shall be deemed an original on t he date first above written.

OWNER

WEST CHESTER TOWNSHIP

By: _____
Larry D. Burks, Administrator
9113 Cincinnati-Dayton Rd.
West Chester Township, OH 45069

CONTRACTOR

Organization: _____

Authorized Signature: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

CONTRACT SERVICE SPECIFICATIONS

Section 010 Purpose and Intent

The Township intends to engage the Contractor to collect Solid Waste and Recyclables subject to the actual award of services from all single-family homes, and multi-family dwellings of four units or less and to process Recyclables into marketable products. All such Structures have mandatory inclusion, subject

to any exclusions set forth in the specifications or Township resolutions, and shall be charged as described for services provided in the Contract

Section 011 Description of Services

Public health and safety, as well as environmental protection, are of primary importance to West Chester Township. Therefore, the Township intends to implement through contracted services a fully integrated municipal Solid Waste management program that encourages waste minimization and increases opportunities for recycling.

The Township requires the following services:

Collection for Solid Waste and Recyclables shall be weekly for 12 months of the years at the price specified in the Bid Form 1 (Pricing Sheet).

Each residential unit will receive one 96-gallon cart for solid waste, and one 65-gallon cart for Recyclables (or carts of similar size recommended by the Contractor). The Contractor will provide and pay for the full selection of carts with universal compatibility with standard industry cart tipping mechanisms.

The Township requires single stream curbside collection of Recyclables that includes aluminum cans, plastic bottles & jugs, cartons, bi-metal/steel cans, newsprint, magazines, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper.

The Contractor will bill and collect payments from property owners for services to each occupied residential unit. Billing Rates shall be established by the Contractor in Bid Form 1 (Pricing Sheet) as follows:

Unlimited Service: It is REQUIRED that the Bidder provide pricing for the collection of Solid Waste and Recyclables from all single-family and multi-family dwellings of four or less units located in West Chester Township. This includes the provision of a 96 gallon cart for Solid Waste, and 65 gallon cart for Recyclables (or carts of similar volume as proposed by the Contractor) at no additional cost. In addition to Solid Waste contained in the 96 gallon cart, the Contractor shall collect up to six (6) thirty (30) gallon cans/bags or two (2) 95 gallon trash carts at no additional charge.

Limited Service: It is REQUIRED that the Bidder provide pricing for the collection of Solid Waste and Recyclables, including the provision of a 96 gallon cart for Solid Waste, and 65-gallon cart for Recyclables (or carts of similar volume as proposed by the Contractor) at no additional cost. Only solid waste contained in the 96-gallon cart shall be collected.

Optional Services Add-On Fees: Bulk / large item special collections by appointment, per appliance surcharge for CFC removal, per unit per month surcharge for the rental of an ADDITIONAL 65-gallon (or similar size) recycling cart, per unit per month surcharge for the rental of an ADDITIONAL 96-gallon (or similar size) trash collection cart.

Section 012 Contract Term

The Township intends for actual collection and processing services to begin (date) and continue for a 3-year term with the possibility of a single 2-year extension, ending at midnight on (date). The Township may opt to extend the contract for a term and rates mutually agreed upon by the Contractor.

Section 020 Definitions.

In addition to capitalized terms that are defined in the Contract Provisions and elsewhere, the following meanings apply:

“ADA Compliant Back Yard Service” - Service where a contractor must walk or drive beyond the curbside to retrieve Containers, Bags, or Carts for Collection as a service to residents with a physical disability which limits or impairs the ability to walk, in accordance with Ohio Revised Code Section 4503.44(A)(1).

“Aluminum” - the light in weight ductile and malleable metallic substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. The description excludes aluminum foil, trays, plates and miscellaneous aluminum products.

“Bags” – Sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed 35 pounds.

“Base Collection Rate” – The monthly cost per unit for Solid Waste and Recyclables collection service.

“Bid Bond” – The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

“Bulk Waste” – A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Carts.

“Cart” means a 65, or 96-gallon or similarly sized plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor’s collection vehicles. The term Cart and wheeled container shall be considered interchangeable. Sizes of carts are approximate based on the manufacturer. When references to carts throughout the contract differ slightly all other definitions, terms and requirements still apply. Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times.

“Collection Area” means that portion of the Township in which the Contractor provides collection services as described in Section 90.

“Construction Debris” – Waste building materials resulting from construction, remodeling, repair, or demolition operations.

“Container” means a metal or plastic receptacle used for Solid Waste, and /or Recyclables collection.

“Contractor” – The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the Township.

“Corrugated paper”—A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

“Curbside” – From any Structure, the nearest point at the side of a Township or State maintained roadway, or from a Multi Family Dwelling with a private roadway, the nearest point at the side of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the roadway for collection.

“Curbside Recycling” means recycling services generally provided to Single Family Structures individually owned units in Multi Family Dwellings. Recyclables are placed by customers at curbside locations for collection.

“Detachable Container” (also at times referred to as “dumpster”) means a watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the Township. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes.

“Disposal” - The deposition, injection, dumping, spilling, leaking or placing of Solid Waste into or on the land or water in a manner that the Solid Waste or a constituent of the Solid Waste enters the environment, is emitted into the air, or is discharged to the waters of the State of Ohio.

“Disposal Site” – A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

“Expanded (or foamed) Polystyrene” - EPS - SPI Code 61 commonly found in: carry-out containers (clamshells, etc.); meat and produce trays; hot cups; egg cartons.

“Food Waste” means vegetable and other food scraps, including meat, dairy products, grease and bones, paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.

“Garbage” means all discarded putrescible Municipal Solid Waste matter but not including sewage or sewage sludge, or human excrement.

“Generator” - A person or municipality that produces or creates a Municipal Solid Waste.

“Glass” - The hard, brittle, transparent or partially transparent substance produced by fusion of silica or sand containing soda and lime and/or other chemicals and substances usually or conveniently included in the manufacturer of glass; and shall for the purpose of this contract include all materials commonly known as glass bottles or containers. This includes all food and beverage containers made of glass of one gallon or less capacity. Excluded are blue glass, ceramics, pottery, and flat glass commonly known as window or plate glass and light bulbs.

“Hazardous Waste” – Waste designated as hazardous by the United States Environmental Protection Agency or the Ohio Environmental Protection Agency.

“High Grade Office Paper” - White writing, typing, copying paper, lined and unlined computer paper and envelopes without windows.

“Landfill” - A municipal waste landfill

“Large Items” – Items that are too large to be placed inside a Container, Cart or inside of a 32-gallon bag, with an individual weight no greater than that allowed for a Container, Cart or Bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight, and compactable nature.

“Leachate”—A liquid that has permeated through or drained from Solid Waste.

“Letter of Credit” – A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the Township) for non-performance in amounts and under conditions as may be specified in the agreement.

“Marketed”— The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

“Municipal Solid Waste” - Any Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from

community activities. For the purpose of this contract, the term does not include source-separated recyclable materials.

“Municipal Solid Waste Landfill”— A facility using land for disposing of Municipal Solid Waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has been disturbed as a result of or incidental to operation of the facility. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

“Municipal Solid Waste Management Plan”—A comprehensive plan for an adequate Municipal Solid Waste management system in accordance with the Ohio Revised Code.

“Multi-Family Dwellings”- Structures for residential living consisting of attached units. Multi-family dwellings of four (4) or less units are eligible for Curbside Collection Services.

“Performance Bond” – A corporate surety bond that guarantees compensation to the Township in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit”—A permit or similar approval issued by the OEPA or the appropriate regulatory agency in the state in which the facility is located, to operate a Municipal Solid Waste disposal or processing facility, or to beneficially use Municipal Solid Waste.

“Processing” - Any technology used for the purpose of reducing the volume or bulk of Municipal Solid Waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities, and resource recovery facilities.

“Recyclables” means mixed waste paper (including corrugated), newspapers, magazines, bi-metal and aluminum cans, glass bottles and jars, plastic containers and materials.

“Recycle” or “Recycling” - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Solid Waste or the mechanized separation and treatment of Municipal Solid Waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

“Recycling Facility” - A facility employing a technology that is a process that separates or classifies Municipal Solid Waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials.

The term "recycling facility" shall not mean transfer stations or landfills for Solid Waste nor composting facilities or resource recovery facilities.

"Refuse" – Discarded waste materials in a solid or semi- liquid state, consisting of Garbage, rubbish or a combination thereof.

"Residential Unit" – A group of rooms located within a building and forming a single unit with facilities that are used or are intended to be used for living, sleeping, cooking, and eating. Buildings are included that contain four or less separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of billing.

"Residence, Residential" means any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

"Solid Waste" means Refuse, Garbage, and Municipal Solid Waste, but not including sewage or sewage sludge, human excrement.

"Source-separated Recyclable Materials"- Materials that are separated from Municipal Solid Waste at the point of origin for the purpose of recycling.

"Structure" means all single-family homes, and multifamily dwellings of four units or less as well as multifamily dwellings of more than four units It also means those Township Facilities that the Township may at its sole discretion include in the Contract.

"Township" means West Chester Township located in Butler County, Ohio.

"Total Monthly Cost" - The combined total cost per month for the Required Services listed in Bid Form 1 (pricing sheet)

"Wheeled Container" means a 65, or 96-gallon plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into the Contractor's collection vehicles. The term Cart and Wheeled container shall be considered interchangeable. Sizes of carts are approximate based on the manufacturer. When references to wheeled throughout the contract differ slightly all other definitions, terms and requirements still apply.

"White Goods" shall include all major appliances (with Freon removed) such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

Section 030 Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing all skill, labor, equipment, materials, supplies and utility services required for providing all services in accordance with this Contract;
2. All actions and activities of its subcontractors;
3. Supplying all records and information required by this Contract;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by the Township);
5. Paying all applicable taxes;
6. Complying with applicable laws and regulations;
7. Performing all work in a timely, thorough and professional manner.
8. Disposing of Solid Waste collected by the Contractor from the Structures specified by the Township at a permitted facility;
9. Processing and Marketing Recyclables collected by the Contractor from the Structure's specified by the Township; and
10. All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

Section 040 OSHA, Health and Environmental Laws

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Ohio Statutes and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state, and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste, and Recyclables.

Section 050 Vehicle Specifications

The Contractor must take into consideration in the selection of collection vehicles for this Contract that for many roadways, private drives, and developments the use of large capacity collection vehicles is prohibitive. In addition, cul-de-sacs are prevalent throughout the Township and could affect the size and turning radius of collection vehicles. The Contractor is expected to provide vehicles to meet any conditions which may be encountered and that meet the equipment specifications. **A list of these private roadways and drives may be provided upon request.**

All vehicles used for collection shall be registered with the State of Ohio, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair, and shall be painted in a uniform manner.

At the start of this Contract, all vehicles used in collection shall be and in good operating order.

Collection vehicles shall be sufficient in number and capacity to service all Structures at the frequency and level of collection specified. If, on an ongoing basis, the Contractor cannot complete the routes with the number and types of vehicles and personnel proposed, the Township can require the Contractor to

provide additional vehicles equal to those proposed and additional personnel to perform the collection services as specified. The Township will notify the Contractor when route performance fails to comply with the specified service standards to the extent that added vehicles and personnel are warranted. Failure to provide sufficient vehicles and personnel in the time approved by the Township will result in a penalty.

Collection vehicles shall be painted in Contractor's color, the Recycling Vehicles must be clearly labeled so that they are distinguishable from those collecting waste. The vehicles shall be individually numbered, and shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks.

Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route. All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the Township.

Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the State of Ohio.

Section 060 Ownership of Equipment.

All vehicles, facilities, equipment, and property used in the performance of this Contract shall be wholly owned and insured by the Contractor.

Section 070 Traffic Laws; Noise Control. Noise

All collection operations shall be conducted as quietly as possible and shall conform to any federal, State, County and Township noise level regulations.

Section 080 Contractor's Office

The Contractor shall maintain within reasonable proximity to West Chester Township, an office with local, toll-free telephone service and such staff as needed to take care of complaints, requests for missed collections, and other coordination with Township staff.

Phone service shall include multiple lines and voice mail. A dedicated phone line shall be provided for direct communication with West Chester Township Customer Service Personnel. The phone line shall be assigned to the Contractor's specific trained specialist in the Township's Contract. The Contractor shall identify the specialist to the Township. Failure by the Contractor's trained specialist to respond to the Township's requests within one hour could result in a penalty. The Contractor's office staff shall return any voice mail messages within sixty (60) minutes. Office hours shall be 8:00 a.m. to 4:30 p.m., Monday through Friday. Voice mail shall be available after hours. After hours voice mails shall be returned at the beginning of the next business day.

Section 090 Collection Area

The Contractor shall provide all collection services called for in this Contract within West Chester Township.

Within the Collection Area, all materials shall be collected from the same Structure on the same day of the week. The collection days shall adhere to the schedule established by the Contractor and approved by the Township per Section 103. Procedures for allowable scheduling changes during the term of the Contract are provided in Section 103.

Collection for Solid Waste and Recyclables shall be weekly for 12 months of the year. Collection of Bulky Waste Items shall occur by appointment.

Section 100 Placement for Collection

Unless the customer qualifies under the Township's disability allowance for back yard Solid Waste or Recyclables collection, collections shall be made at the curbside, as determined by the Township. Subject to special arrangements made by mutual agreement between the Contractor and the Township on a case- by-case basis to accommodate extraordinary situations, structures on the same side of the street on the same block shall place all Containers on the curbside.

The Contractor shall collect collection Carts, Containers or Bags placed as follows:

1. From properties with level planting strips, in the planting strip or driveway within five (5) feet of the curb;
2. From properties with sidewalks but not planting strips, on the owner's property, within five (5) feet of the sidewalk, if level;
3. When the foregoing location slopes at a grade making placement of a Container difficult, the nearest reasonable level area; and if the Structure has no sidewalk or planting strip, dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the customer and convenient to the Contractor's equipment, the Township will determine any disagreements over correct placement of Containers for collection. The Township's decision shall be final and binding.

After collection, the Contractor shall return the Container(s) in a neat and orderly manner to their original curbside upright position.

The Township shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing Containers back in their original location in a neat and orderly manner after collection.

Section 101 Placement for Collection -- Multi Family Dwellings

The Contractor shall collect Solid Waste, and Recyclables from Structures defined as Multi Family Dwellings, with service as follows:

1. Collection shall be performed from locations that are satisfactory to the customer and the Contractor for collection. Curbside placement of Containers is preferred but shall not be required. The Township and contractor shall determine if an alternative to Curbside Collection may be used in lieu of curbside cart collection if that service is more appropriate. During the first month of the collection contract, the contractor shall identify any issues with the placement of containers at multi-family dwellings, and report them to the Township. The Township, contractor, and multi-family dwelling shall work to determine a solution. The Township shall mediate all disputes regarding location. The Township's decision shall be final and binding.
2. Residents of Multi Family Dwellings must not block access from the Contractor to Carts or Containers used for the collection of Solid Waste, or Recyclables. The Contractor shall first notify the owner/manager when access is blocked. The Contractor shall also notify the Township.

Section 102 Times of Collection

Start time within Residential Development is restricted to 6:00AM to 6:00PM Monday through Friday. The Township may approve start times of 5:30 AM on specific main arteries if requested by the Contractor.

Section 103 Scheduling of Route Days for Collection

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

Within 60 days of award of the Contract, the Contractor shall supply the Township with a map of the Collection Area showing the day of the week Garbage and Recyclables shall be collected from each sector. This map shall be generated electronically and shall also include route boundaries, route numbers and the truck number for the truck, which will normally collect the route.

At least one month prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of their collection day. The mailing will include material approved by the Township that explains the services included in the contract and the requirements for each household. The full cost of designing, printing and mailing the materials shall be the responsibility of the Contractor.

Section 104 Private Roads

The owner(s) of private road(s) shall sign a waiver of damages provided by the Contractor, holding harmless the Township and the Contractor for any damage that may occur on the private road(s) in the course of Solid Waste and Recyclables collection. In the event such a waiver is not signed by the owner(s) of the private road, the owners shall take their Solid Waste and Recyclables to the curb of the nearest public street for collection. The format for said waiver shall be submitted to the Township forty-five (45) days prior to commencement of contract.

Upon request by the Township, the Contractor shall provide a small truck for the collection of carts containing Solid Waste and Recyclables on private roads where it has been determined by the respective Township that a larger vehicle may cause roadway damage.

Section 105 ADA Compliant Back yard Service Option

Individuals that meet the criteria for the Americans with Disabilities Act and are heads of household and with no other person residing at the Structure capable of delivering the Garbage to the Curbside may qualify for Back yard Service at no additional charge, in accordance with Ohio Revised Code Section 4503.44(A)(1).

Section 106 Temporary Discontinuation of Service

Customers who vacate their homes for a minimum of two months may temporarily discontinue service during that period. A minimum of ten (10) days advance notice shall be required. At the time the temporary discontinuation is requested, the customer shall provide a reactivation date that is no longer than six (6) months from the date of service discontinuation upon which the Contractor will immediately resume service and associated charges.

Section 107 Solid Waste and Recycling Service Options

1. Residents who select the Unlimited Service Collection Rate for Solid Waste shall receive:
 - a. One 96-gallon (or similar sized) solid waste cart is included at no additional cost.
 - b. One 65-gallon (or similar sized) recycling cart is included at no additional cost.
 - c. Residents have the option of renting additional carts at the price listed in Bid Form 1 (Pricing Sheet)
 - d. In addition to Solid Waste contained in the 96-gallon cart, the Contractor shall collect unlimited quantities of additional bagged or containerized Solid Waste as defined in Section 11.

2. Residents who select the Limited Service Collection Rate shall receive:
 - a. One 96-gallon (or similar sized) solid waste cart is included at no additional cost.
 - b. One 65-gallon (or similar sized) recycling cart is included at no additional cost.
 - b. Residents selecting this option are limited to solid waste that will fit inside of the Cart with the lid closed.
 - c. The Contractor shall not collect Solid Waste in excess of the billed service level.
 - d. Waste excessively above the rim of the cart that may spill while tipping should be removed and left behind with proper notification by the driver.
 - e. If the lid cannot close securely on the Cart due to excess Solid Waste piled above the rim, and such waste will create spillage upon collection, the Contractor shall give notice to the customer that the material is in excess of allowable collection limits.
 - i. The Contractor's employee shall affix a non-collection notice to such excess Solid Waste not meeting the criteria specified above.
 - ii. The non-collection notice, approved by the Township, shall explain why the excess was rejected and instruct the resident how to contact the Contractor's customer

service representative. The Contractor shall retain the other part of the carbonless notice.

- f. Accounts that have been given notice shall be placed on an Exception List (EL)
 - i. The Contractor shall transcribe this information on a daily basis into a format as approved by the Township, or such other format as subsequently agreed to by mutual agreement.
 - ii. The information shall include the address, account number, the reason and number of rejected units. This information shall be uploaded on a daily basis to the Township, or such other location as subsequently agreed to by mutual agreement.
 - iii. Failure by the Contractor to properly utilize this process could result in an indefensible penalty imposed on the Contractor should the customer issue a complaint to the Township.

3. Recycling Cart Opt-Out Window

- a. Residents have the option of returning their recycling container to the Contractor one (1) month after receiving their recycling container, but may not return the container after three (3) months. This shall be known as the "Recycling Cart Opt-Out Window." If a resident takes advantage of the Recycling Cart Opt-Out Window, the Contractor shall collect that resident's recycling container.

It shall be the responsibility of the Contractor to devise a system that distinguishes and identifies the different service levels. The Contractor shall provide an explanation to the Township prior to implementation.

The Township may randomly monitor routes, or portions of routes, on a regular basis. On a six-month basis the Contractor and Township shall determine any corrective action that should occur if necessary.

Section 108 Service Level Adjustments

Residents may request a change in their level of service no more than one time per year.

Section 109 Disposal /Processing Facilities

The Contractor shall deliver all Municipal Solid Waste collected under this Contract to a permitted facility. The disposal/processing facility must have a current and valid permit/approval by OEPA or other state regulatory agency with equivalent Municipal Solid Waste permitting authority. On the Bid Forms, the Contractor shall provide to the Township the name, location and permit number of the facility that will be used, and in accordance with Section 310 that the company will accept and can process Municipal Solid Waste, Garbage and Refuse, which are collected from West Chester Township under this Contract and approved for acceptance under the provisions of its permit.

If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation from the facility in accordance with Section 310 that the company will accept and can process Municipal Solid Waste, Garbage and Refuse, which are collected from West Chester Township under this Contract and approved

for acceptance under the provisions of its permit. The Contractor shall provide or act as a recycling market outlet for the Recyclables during the Term of the Contract regardless of market fluctuations. On the Bid Forms, the Contractor shall provide to the Township the name, location of the facility that will be used. If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation from the facility in accordance with Section 300 that the company will accept and can process single stream recycling and will market the materials for legitimate recycling purposes.

The Contractor shall provide evidence throughout the contract that the Recyclables have been used or marketed for use for legitimate recycling purposes (e.g. reuse, use in manufacture of a new product), upon request of the Township.

Section 110 Scavenging

No "scavenging" shall be allowed by the Contractor. Scavenging means sorting through Municipal Solid Waste or Recyclables while collecting looking for items of possible value (usually by individuals without mechanized equipment) or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by owners for valuables accidentally misplaced or that may be lost and, under the Recyclables collection programs, sorting out from the Recyclables collected, materials that were not eligible for the program and disposing of the ineligible materials as Solid Waste.

Section 111 Large Item, Bulk Item and White Good Collection

The Contractor shall provide collection of Large Items, Bulk Items and White Goods by appointment initiated by the resident.

Large Items, Bulk Items and White Goods shall not be placed for collection on the Curbside as to interfere with the collection of Garbage, Recycling Carts or on any street right of way or public place. The Contractor shall not be responsible for the collection of any material improperly placed for collection.

"Large Items" shall include items that are too large to be placed inside the cart or inside of a 32 gallon bag, with an individual weight no greater than that allowed for a can, cart or bag and which do not meet the definition of a Bulk Item. These items include lamps, bicycles, large toys and small swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

"White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, and trash compactors and other items as agreed by the parties. Appliances must be certified Freon free.

"Bulk Items" shall include such items as chairs, tables, armoires, chests, headboards, couches, mattresses, cabinets and dressers, and other items as agreed by the parties. Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulk waste.

Prior to the start of collections, the Contractor and the Township will compile a comprehensive list of items meeting the definition of Large Items, Bulk Items and White Goods. The Township shall have final approval of the list.

Section 112 Holiday Collections

The Contractor shall not provide collection services on legal holidays including New Year’s Day, Memorial Day, and July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday’s material shall be collected on Saturday. The Township will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 113 Service Disruptions Due to Weather

When snow or ice prevents collection on the scheduled day, the Contractor shall make collection on the next weekday. Residents will be instructed by the Contractor to clear snow and ice to provide for visibility and access of carts, bags and other material. For back yard service, residents will also be instructed by the Contractor to provide access, clear of snow and ice that allows maneuverability of the cart. Should the Contractor determine that access is not possible, the Contractor may request that trash be placed adjacent to the public roadway.

If snow and ice conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and Containers have been filled. Bulk items, white goods, and large items are still restricted to the limits in Section 111.

The Contractor shall notify the Township as soon as possible of any non-collection days due to snow or ice. If possible, the notification shall be made the previous day or by 6:00 a.m. of the collection day. When delays due to snow and ice occur and regular collection service does not resume, as described above, or if when regular collection service does resume the Contractor fails to collect all of the materials at curbside, it shall be considered a “failure”. In the event of such failure, the Township shall deduct \$250 per Section 840 Defined Service Penalties for each individual collection route which was not fully collected.

Section 114 Service Disruptions Non-Weather Related

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor must provide all the collections required during the collection week.

Section 115 Missed and Make-up Collections within the Contractor’s Control

Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification by the Township. The Township shall transmit to the Contractor missed collections and other

collection complaints no later than the second business day following collection for customers receiving Curbside service. The Township shall transmit missed collections for back yard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection. Bulk items, white goods, and large items must have tags.

Solely for the purposes of Section 115, the "business day" includes Saturday.

Notwithstanding the foregoing, the Township may require the Contractor to do the following:

1. Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a bag or temporary Container as well as additional bundles; or
2. Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer.

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Contract; and for Solid Waste and Recycling collection, that placement did not comply with Section 100; provided that the Contractor shall have left a Township printed tag on all material left because it was not prepared properly, it was overweight or for other reasons.

The Contractor, by 8:30 a.m. the next business day, must notify the Township of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order with a customer account number. The EL shall be transmitted electronically.

Any complaints received by the Township between 8:30 a.m. and the time the Contractor actually transmits the EL shall be treated by the Township as a miss and the Contractor shall be required to return and collect the missed material, even if the address appears on the Contractor's EL.

If the Township transmits a miss complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the Township within four (4) business hours of its receipt, and the miss shall not be collected.

The Contractor shall pick up all miss complaints sent by the Township by the end of the day following receipt of the miss. If the miss is on the Contractor's EL, or the miss was a late complaint call, the Contractor may charge the Resident for a special collection.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a Township printed notice, explaining why the material was not collected. The Contractor shall also inform the Township by the end of the business day of the addresses that were not collected and the reason for the non-collection.

All miss complaints transmitted to the Contractor on Friday must be collected by the end of the day Saturday. If it appears to the Township that the Contractor is not collecting these misses by the end of the day Saturday, the Township have the option of having other personnel collect these misses. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.

This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route.

As used in this paragraph a collection complaint is limited to a missed Solid Waste or Recyclables collection, non-delivery of a Solid Waste or Recyclables collection Container within the period of time specified in this Contract, or not returning collection Containers to their original location after collection.

Section 116 Supplying Additional Recycling Carts or Solid Waste Carts

All Carts shall be furnished by the Contractor. The Contractor shall provide a 96 gallon solid waste cart and a 65 gallon Recycling Cart (or carts of similar size) for all units. The Contractor will ensure that the serial numbers of the delivered Carts are properly recorded for each address.

For the first year of the Contract, the Contractor shall deliver the Recycling Carts to each residential account no later than (date), for service to commence on (date). The Contractor will be responsible for delivery of Carts for exchanges and replacements. The solid waste/recycling Carts shall be designed to contain bags of solid waste or unbagged co-mingled Recyclables generated at single-family residences, and multifamily dwellings.

The Carts shall be provided with instructions for proper use, including any customer actions that would cause damage, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems. Reproduction and distribution of the pamphlets shall be at the Contractor's cost.

Section 117 Cart Warranties

The bidder must submit with its proposal a warranty specimen of the exact warranty offered for the refuse and recycling carts supplied to the Residents. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation.

The Contractor's warranty is understood to include, whether stated in Contractor's warranty or not, the following coverage:

- Damage to the container body, lid or any component parts through opening or closing the lid. years and must specifically provide for no-charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation.
- Failure of the lid to prevent rainwater from entering the container when in the closed position.
- Damage to the container body, lid or any component parts through opening or closing the lid.
- Failure of the lower lift bar from damage during interface with standard ANSI approved lifting devices.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of the wheels to provide continuous easy mobility as originally designed.
- Failure of any part to conform to minimum standards as specified herein.

Section 118 Damaged Cart Repair or Replacement

The Contractor shall be responsible for the repair and replacement of all Carts supplied by the Contractor as part of this contract and subsequently damaged. Except for instances of gross negligence on the part of the Resident, the repair or replacement will be at no additional cost to the Resident. The Contractor will ensure that the serial numbers of the removed or decommissioned Carts which were previously recorded are removed for each address. The serial numbers for the replacement Carts must then be recorded for that address.

Section 119 Lost, Missing or Stolen Cart Replacement

Carts supplied by the Contractor and/or Township, as part of this contract are to remain at the property address to which each was assigned. The property owner shall be accountable for Carts assigned for use at each property address. For a fee agreed upon by the Contractor and the Township, the Contractor will deliver replacements for Carts, which are reportedly lost, stolen, or missing from an assigned address. The Contractor shall have a process to retain and track the serial numbers of missing Carts to help identify them if they appear elsewhere.

Section 120 Implementation Plan

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the Township after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Implementation Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

1. Container ordering, inventory and supply procedures;
2. Container delivery and exchange procedures;
3. Procedures for documentation of customer service levels, cart serial numbers, account numbers, etc.
4. Procedures for notifying customers of new collection days;
5. Procedures for orientation of collection and Container delivery personnel including route coordination/cooperation with Township staff

6. Procedures for transmitting information to and from the Township to the Contractor;
7. Standards for the electronic transfer of information;
8. Other items identified by the parties.

The Implementation Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

Section 121 Meetings and Communication

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet as follows:

- 1) The period from the date the Contract is executed until six months after the actual collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase."

During the Implementation Phase, meetings shall be held between representatives of the parties on a regular basis. The primary purposes of such meetings shall be to develop and/or refine the Operations Plan, to evaluate the Contractor's performance in implementing the Contract, to evaluate Container delivery progress or problems, to air and seek resolution of complaints, to discuss any actual or perceived problems with service, and to discuss promotion, public information, and public relations.

- 2) After the Implementation Phase, meetings shall be held on an as-needed basis. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information, and public relations.

Section 122 Program Information

Prior to (date), the Contractor shall deliver to all Structures receiving service under this Contract, at least the following information:

1. Collection schedule information (day of week, time of day and collection frequency);
2. Material to be collected and how such material is to be prepared;
3. Date that customer should begin using any new Carts/Containers that are delivered;
4. Container placement information;
5. Any collection options available to the customer, such as additional Carts/Containers; and
6. Telephone number that customers should call for additional information, or for questions.

The above information shall also be attached to any new collection Carts/Containers delivered to customers. All such informational material shall be approved by the Township prior to distribution. The cost of design and production of such materials shall be the responsibility of the Contractor.

Section 123 Recycling Publicity

The Contractor, at the Contractor's own cost shall:

1. Design, produce and deliver to the Township and to all Structures receiving service under this Contract "user friendly" recycling "how to" information and promotional material for each Structure at least seven days prior to the first recycling collection on (date);
2. Design, produce and deliver to the Township and to all Structures receiving service under this Contract yearly updates of the educational material informing customers of any problem areas, and Township approved changes in the program;
3. Provide an experienced Contractor spokesperson for media and community requests for presentations and to act as a Publicity and education director to coordinate the above activities.
4. Provide information on how a resident may return their recycling container during the "opt out window" described in Section 107.

MANNER OF COLLECTION

Section 200 Contractor's Responsibilities

The Contractor shall be responsible for furnishing all supervision, labor, materials, and equipment necessary to perform the collection, processing, marketing services described in this Contract.

The Contractor shall assign a Field Route Supervisor whose responsibility is to communicate with the Township and monitor all activities related to this Contract including but not limited to: the completion of the routes; maintenance, repair and delivery of the carts; resolution of missed pick-ups and complaints; clean-up of spillage; and equipment breakdowns. The Contractor shall provide the Field Route Supervisor with a cell phone equipped with voice mail. Failure by the Field Route Supervisor to respond to all communication from the Township within one hour may be subject to Liquidated Damages.

The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and workmanlike manner so that the residents within the Township are provided reliable, courteous and high-quality Solid Waste collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.

Contractor shall perform all work in accordance with the Contractor's Bid, the Bid Documents, and addendums, and Public Notices all sections of which are incorporated herein whether or not such sections are specifically referred to in any other section of this Agreement.

All Field Route Supervisors assigned to West Chester Township shall read and acknowledge the Route Supervisor Acknowledgement Form attached as Appendix A.

Section 210 Employee Conduct

The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage

to private property, close and relock all gates and doors that they open, return Carts/Containers to their original location and, if on private property, follow the regular pedestrian walkways and paths; and not cross flower beds or through hedges. While collecting, employees shall wear uniforms or other identification supplied by the Contractor.

Personal Identification: The Contractor shall provide all Contractor employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to do so by any of the Township's Staff or by Generators, the Contractor's employees shall submit their identification cards for inspection.

Uniforms: The Contractor shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

Unsatisfactory Conduct: When the Contractor identifies unsatisfactory conduct by an employee or when the Township notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct.

Examples of unsatisfactory conduct include, but are not limited to incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their original location, rude and abusive language to customers, inappropriate behavior in a customer's presence, purposeful damage of property, etc.

The Township will send a written notice, via U.S. mail, fax, or email, informing the Contractor of the unsatisfactory conduct. Written notices will identify the level of the notice, and the specifics of the incident. The Contractor shall respond within seven (7) days outlining what remedial action has been taken.

Section 220 Spillage and Emergency Clean-Ups

The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel) for this purpose. The Contractor shall immediately commence clean up of any hydraulic, transmission, or other oil spill, or commence clean up of any spillage, which creates a hazardous condition (such as a spillage involving glass). If the Township notifies the Contractor of spillage or similar incidents, clean-up must commence within one hour of when the notification was delivered.

The Contractor shall provide with the bid documents a current and up to date Emergency Management Plan, which will be available in each vehicle servicing the contract. The plan shall include the procedures to be implemented in the event of a vehicle fire; an accident; a hydraulic, transmission, or other oil spill; spillage, which creates a hazardous condition; or other emergencies.

The plan at a minimum shall include the phone number of an Emergency Response and Clean-Up Company; up to date contact information for the Contractor's responsible personnel; contact information for the Township; instructions on how to contain and mitigate the emergency.

Section 230 Customer Grievances

The Contractor's Field Route Supervisor will be responsible for adjudicating customer grievances. At the Township's request, the Field Route Supervisor will join the Township in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the Township shall be final and binding.

MATERIAL PROCESSING

Section 300 Recycling Processing Facility

The Contractor shall be responsible for processing Recyclables collected by the Contractor and/or processing all Recyclables collected under Township Contract. Recyclables may not be deposited as Solid Waste at a landfill or incinerator. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss). The Township shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

In the event of an assignment, subcontract, or delegation of duties for processing and marketing of Recyclables, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Township for the satisfactory performance of the work assumed.

On the form provided by the Township, the Contractor must provide with his bid documentation, from the subcontractor or other entity (ies) proposed to be responsible for marketing and processing of Recyclables, certification of its capabilities and capacity to perform the work involved or responsibility undertaken.

The Contractor's arrangements for Recyclables, including a contingency plan to avoid disruption of the Recycling program through a temporary shutdown in processing, must be submitted with the bid documents and are subject to review and approval of the Township before the Contractor begins processing any Recyclables.

The processing system must be capable of accepting the following materials for single stream recycling: aluminum cans, cartons, plastic bottles & jugs, bi-metal/steel cans, newsprint, magazines, phone books, clear, brown and green glass bottles, and multi grades of corrugated cardboard and other mixed paper.

The processing system shall be capable of processing the Recyclables to the degree necessary to be marketable and average less than 15% processing residuals remaining on a regular basis. The system shall have sufficient capacity to receive, process, and store all materials collected each day, and each week under this Contract.

The processing facility shall conform to applicable zoning, regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet pertinent state or local regulations and/or Contract stipulations, the Contractor shall, upon Township approval, arrange for processing of collected Recyclables at a facility that meets all such regulations and/or stipulations. The Recycling processing facilities shall be subject to inspection by Township staff during business hours to determine compliance with this Contract and to verify reporting. Township staff shall notify the facility upon arrival.

Section 310 Solid Waste Disposal/Processing Facility

The Contractor shall be responsible for disposal/ processing of Solid Waste, Garbage and Refuse collected by the Contractor under the Township's Contract at a permitted facility.

The processing facility must be permitted/approved by the OEPA or equivalent regulatory agency if located in another state, to accept Municipal Solid Waste. The processing facility shall conform to applicable zoning, environmental, health and safety regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet these environmental, health and safety regulations, or other pertinent federal, state or local regulations and/or Contract stipulations, the Contractor shall arrange for disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse at a facility that meets all such regulations and/or stipulations.

The Contractor's arrangements for disposal/processing of collected Municipal Solid Waste, Garbage and Refuse, including a contingency plan to avoid disruption of the collection program through a temporary shutdown in disposal/processing, shall be submitted with the bid documents and are subject to review and approval of the Township before the Contractor begins processing any Municipal Solid Waste, Garbage, and Refuse. The disposal/processing facilities shall be subject to inspection by Township staff during business hours to determine compliance with this Contract and to verify reporting. Township staff shall notify the facility upon arrival.

In the event of an assignment, subcontract, or delegation of duties for the disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Township for the satisfactory performance of the work assumed.

On the form provided by the Township the Contractor must provide with his bid documentation, from the subcontractor or other entity(ies) proposed to be responsible for disposal/processing of collected Municipal Solid Waste, Garbage, and Refuse, certification of its capabilities and capacity to fully and faithfully perform the work involved or responsibility undertaken.

DISPOSAL PROHIBITION

Section 400 Contamination and Residuals

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Recyclables collected under this Contract, or marketing materials to a third party that the Contractor knows will dispose of the materials. Violation of this Contract provision may be cause for termination. The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the

responsibility of the Contractor. Residuals due to processing or collection methods should average less than 15% on a regular basis.

REPORTING REQUIREMENTS

Section 500 Daily, Monthly, Quarterly, and Annual Reports

DAILY REPORT

The Contractor, by 9:00 a.m. the next business day, must notify the Township of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order with a Township account number. The EL shall be transmitted electronically.

MONTHLY REPORT

The Contractor shall submit monthly reports in a format mutually agreed upon by the Contractor and the Township, for the length of the Contract period commencing upon Notice to Proceed. These reports shall be due within ten business days after the end of the month. At a minimum, the reports shall include:

1. Summary of tonnages, from weight receipts of all collected material;
2. Number of Structures setting out Recyclables on each route;
3. Summary of tonnages of all processed material sold, by type of material
4. Summaries of the recycling residual contamination rate, including the weight of materials collected in the Township and disposed of due to contamination;
5. Status of all complaints or Contract violation notices forwarded to the Contractor by letter from the Township or from customers during the month including, but not limited to:
 - a. Replacement of Containers
 - b. Employee misconduct
 - c. Contractor responses to citizen's damage claims;
6. Description of progress in meeting the implementation schedule including any problems encountered and how they were resolved.
7. A summary by size and type of containers delivered and containers remaining in inventory.

The Contractor and the Township Administrator or designees will cooperatively work on annual reports to the West Chester Township Trustees dealing with implementation and operational issues.

COMPENSATION

Section 600 Payment for Contract Services

1. The Contractor shall be solely responsible for the individual service billing of the respective property owners utilizing this service. The Township may assist in the compilation and accumulation of the service billing lists but the ultimate responsibility for its preparation/compilation, accuracy and completeness rests with the Contractor. The accurate and efficient billing and administration of such documents is also the sole responsibility of the Contractor.

2. The Contractor will bill all service accounts in advance no more frequently than a three (3) times per year basis (in advance for each four (4) month period (i.e. - January-April; May- August; September-December), and no less frequently than a four times per year basis (in advance for each three (3) month period (i.e. - January-March; April -June; July- September; October-December).
3. All property owners shall be billed for each occupied unit. Exceptions shall be limited to those defined in the Township resolution regarding solid waste and recycling services.
4. Billing Rates shall be established by the Contractor in the Bid Proposals as follows:
 - a. A Base collection Rate for weekly Unlimited Service as defined in Section 11
 - b. A Base collection Rate for weekly Limited Service as defined in Section 11
 - c. Add-On Fees:
 - i. Rental of an additional 65-gallon recycling cart or 96-gallon solid waste cart (or carts of similar size)
 - ii. Bulk item /large item special collections by appointment
 - iii. CFC Item removal.
5. The Contractor agrees to provide the Township with an accurate current listing of service accounts upon written request, or annually.

Section 610 Late and Delinquent Accounts

1. A service charge for late payment may be assessed if payment is not received after 15 days from the date payment was due.
2. Service charges for late payments may not exceed 10% per billing period.
3. Accounts will be considered delinquent if payment has not been received after 45 days from the date payment was due.
4. Services to delinquent accounts may be discontinued if payment has not been received after 60 days from the date payment was due.
5. Once payment is made, to resume service the Contractor may charge a reactivation fee not to exceed \$10.
6. The Contractor may use all legal mechanisms available to prosecute and collect from delinquent accounts whose service has been discontinued.

Section 620 Adjustments and Payment Indexing

FUEL COST ADJUSTMENT

For purposes of this Contract, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to annual fuel cost adjustments. Fuel cost increases/decreases shall be determined by the fuel cost adjustment formula included in this section. Items 1 through 5 of the Information and Assumptions for Calculating Adjustments show the Township interpretations of the components of the fuel cost adjustment calculation. On a form provided by the Township, the Contractor will submit the calculations for the fuel cost increase or decrease adjustment based solely on the information and assumptions of the Township as shown herein and using the fuel cost adjustment formula. Documentation from the sources of the variables shown in item 6 of the Information and Assumptions for Calculating Adjustments must be provided with the form and calculations.

THE FUEL COST ADJUSTMENT FORMULA:

$(\text{ROUTE MILES}) / (\text{FUEL PER MILE}) \times (\text{ROUTE VEHICLES}) \times (\text{WEEKS PER MONTH}) =$
 $(\text{Gallons fuel per month}) \times (\text{VARIANCE PRICE PER GALLON}) = (\text{Cost of fuel per month}) / (\text{HOUSING UNITS})$
= Fuel Cost Adjustment to BASE COLLECTION RATE per month per residential unit.

INFORMATION AND ASSUMPTIONS FOR CALCULATING ADJUSTMENTS

1. ROUTE MILES PER WEEK: The estimated route miles within the Township, which will be adjusted for growth on (date) and on the same date each contract year thereafter. Route miles per week were determined by doubling the total number of miles on all roadways located within the boundaries of the Township, including private roads and in addition a standard allotment of miles covering roundtrips to all disposal /processing facilities and the origin of operation of the Contractor's vehicles; (based on information provided in Bid Form X)
2. HOUSING UNITS: The number of residential units per week serviced, which will be adjusted for new starts and stops on (date) and on the same date each contract year thereafter;
3. FUEL PER MILE: 0.25 gallons of fuel consumption per mile;
4. ROUTE VEHICLES: 2 vehicles per home; (1 vehicle for Solid Waste 12 months per year; 1 vehicle for Recycling 12 months per year;)
5. WEEKS PER MONTH: 4.33 weeks per month;
6. VARIABLES AND SOURCES
 - a. The variance of the cost of a gallon of fuel based on the US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel PRICE published on the date closest to April 1, 2021 compared to the average annual retail US DEPARTMENT OF ENERGY Weekly Retail On-Highway Diesel published on the date closest to February 1, 2017. On February 1 each contract year thereafter the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL on that date will be compared to the average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON- HIGHWAY DIESEL PRICE of the previous year. The average annual US DEPARTMENT OF ENERGY WEEKLY RETAIL ON-HIGHWAY DIESEL PRICE will be determined by tracking and adding the published weekly 5 day averages throughout the year and dividing by 12.; and
7. Fuel cost increases/decreases shall be calculated by (date) and become effective (date) and shall be recalculated using the same formula and become effective on the same date each contract year thereafter.

Section 630 Notification for Unusual or Unanticipated Costs

MUNICIPAL WASTE FEE OR TAX ADJUSTMENT

1. The Contractor may notify the Township at any time of additional payment rate adjustments on the basis of certain unusual changes in the cost of operations. These are limited to Federal, State, County, or County Solid Waste District laws, ordinances, regulations, or designation agreements newly adopted, revised, or amended after (date), that place a direct fee or tax per ton on Municipal Solid Waste disposed by West Chester Township. For purposes of this Contract, it is estimated that the BASE COLLECTION RATE per month per residential unit will be subject to the

Municipal Waste Fee or Tax Adjustment. The increase per unit per month shall be calculated using the Municipal Waste Fee or Tax Adjustment Formula included in this section. On a form provided by the Township, the Contractor will submit the calculations for the Municipal Waste Fee or Tax Adjustment based solely on the information and assumptions of the Township as shown herein and using the fuel cost adjustment formula. THE MUNICIPAL WASTE FEE OR TAX ADJUSTMENT FORMULA:

1. $(\text{ANNUAL CONTRACTED DISPOSED TONS}) \times (\text{FEE OR TAX}) / (\text{TWELVE MONTHS}) / (\text{HOUSING UNITS}) = \text{Municipal Waste Fee or Tax Adjustment to BASE COLLECTION RATE per month per residential unit.}$
2. INFORMATION AND ASSUMPTIONS FOR CALCULATING ADJUSTMENTS
3. ANNUAL CONTRACTED DISPOSED TONS: the total annual reported tons of Municipal Solid Waste collected and disposed from single family and multi-family residential units located in West Chester Township and included in this Contract.
4. FEE OR TAX: the amount \$ per ton of the direct fee or tax per ton on Municipal Solid Waste resulting from a Federal, State or County law, ordinances or regulation newly adopted, revised, or amended after (date).
5. HOUSING UNITS: The number of residential units per week serviced, which will be adjusted for new starts and stops on (date) and on the same date each contract year thereafter;

EQUAL OPPORTUNITY/NON-DISCRIMINATION

Section 700 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or applicant for employment because of gender, race, religion, creed, color, marital status, sexual orientation, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor shall be responsible for the compliance of subcontractors or joint venturers. The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 710 Non-Discriminatory Service

The Contractor will not discriminate against any customer or Township resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall

provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

SECURITY; LIABILITY; DAMAGES

Section 800 Performance Bond

Before this Contract can be executed, the Contractor shall furnish a corporate surety bond or a letter of credit written by an acceptable bank as security for the performance of the Contract to the Township.

Said bond or letter of credit must be in the amount of 100% of the total annual cost of awarded service.

The bond shall be issued for a period of not less than one year and the Contractor shall provide a new bond, or evidence satisfactory to the Township of the renewability of the current bond at least 90 calendar days before it expires.

The bond shall be for the use and benefit of the Township, with a surety company authorized to do business in the State of Ohio and acceptable to the Township. Said bond shall be conditioned that such Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics, subcontractors, material men and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract, and shall be further conditioned that any person(s) performing such work or services, said bond shall contain appropriate recitations that it is issued pursuant to this Section of this Contract, that it shall be construed to meet all requirements specified herein and that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.

Such bond shall be submitted to, and subject to approval of the Township prior to its effective date.

Failure of the Contractor to furnish and maintain said Performance and Payment Bond shall be considered a material breach of this Contract and grounds for its immediate termination at the option of the Township.

Section 810 Default of Contractor

This Section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

1. Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the Township, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
2. Has failed on three or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 113;
3. Is unable to accept, for any period of time, Recyclables for processing and as a result of such non- acceptance, collection of Recyclables is suspended; or
4. Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to do so.

The Township may collectively or individually initiate default proceedings. To initiate proceedings under this Section, the Township shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.

In the event the Contractor fails to show, to the satisfaction of the Township, why the Contractor should not be declared to be in default of this Contract and Township may make such declaration.

In declaring the Contractor to have defaulted on the Contract, the Township also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the Township provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

Section 820 Indemnity

The Contractor(s) shall defend, indemnify and save harmless West Chester Township and the Township's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the Township or the Township's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of West Chester Township, or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of West Chester Township.

Section 830 Liquidated Damages

This Section is independent of Section 910. The acts or omissions, within the control of the Contractor, in the left-hand column are a breach of this Contract; the amounts in the right-hand column are set as Liquidated Damages.

The Township shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis. Should the Township neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Township to enforce such penalty retroactively or in the future. Should the Township neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the Township to enforce such penalty retroactively or in the future.

The Township shall invoice the Contractor for any liquidated damages incurred per the schedule below. The Contractor shall pay that invoice within sixty (60) days.

SECTION	OMISSION	LIQUIDATED DAMAGES
50	Unsanitary condition of vehicle exterior or interior cab	\$100 per incident
50	Failure to provide personnel and collection vehicles sufficient in number and capacity to service all Structures at the frequency and level of collection specified	\$250 per vehicle per day
80 200	Failure by the Field Route Supervisor or Customer Service trained specialist in the contract to respond to the Township within one hour.	\$100 per incident
102	Commencement of collection prior to 6:00 a.m. except as expressly permitted	\$100 per incident (each truck on each route is a separate incident)
103	Collection from Structures on other than the day specified, including early collection due to a holiday.	\$20 per Structure, to a maximum of \$500 per truck per day
113	Failure to make collection on the next weekday when snow or ice prevents collection on the scheduled day. The Contractor shall if such conditions continue for an entire week, or more, failure to, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed.	\$250 per day In addition to the above damages, the Contractor shall not be paid for work not performed.
114	Failure to collect missed Solid Waste or Recyclables, or paid specials, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Cart \$50 each incident per Detachable Container
115	Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection.	\$200 each incident
115	Missed collection of an entire block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street.	\$150 per whole block
116	Failure to deliver or replace Solid Waste or Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
220	Failure to collect spillage	\$10 per incident

ANCILLARY PROVISIONS

Section 900 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the Township of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

Section 910 Assignment; Subcontracting; Delegation of Duties

Except for the subcontracting identified in the Contractor's bid the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the Township, which will not be unreasonably withheld.

In the event of an assignment, subcontract, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the Township for the satisfactory performance of the work assumed. The Township may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the Township to fully and faithfully complete the work or responsibility undertaken.

Section 920 Audit

The Contractor shall maintain in its office full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting Contractor's work on this Contract. The Township may require an audit of such books and records at any reasonable time, at the Township's expense. Such audit will be conducted by another reputable, competent certified public accounting firm with experience in auditing public service companies selected by mutual agreement of the Township and the Contractor. Audit information will be kept confidential, except as public disclosure laws may require disclosure.

Section 930 Contract Rights

The parties reserve the right to amend this Contract from time to time by mutual written agreement in writing. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by the Township and performance by the Contractor do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 940 Interpretation

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions. Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 950 Law; Venue

The laws of the State of Ohio and resolutions of the Township shall govern the validity, construction, and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in the available courts of Butler County.

Section 960 Notices

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered mail, return receipt requested, or by email to the parties at the following respective addresses:

To the Township

*To the Contractor: Contact
Information as provided on
Bid Form 4*

*Larry D. Burks, Administrator
West Chester Township
9113 Cincinnati-Dayton Rd.
West Chester Township,
OH 45069
Email: lburks@westchesterohlg*

*Name:

Address:

Email:*

Section 970 Severability

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid, or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 980 Termination

Notwithstanding any other provisions of this Contract, the Township may terminate this Contract upon a default under or breach of this Contract by the Contractor. A termination for violation of any provision shall take effect in fifteen (15) calendar days after delivery of notice of termination.

Section 990 Transition to Next Contractor

In the event that Contractor is not awarded a contract to continue to provide Solid Waste collection services, Contractor shall cooperate fully with Township and the subsequent contractors to assure an orderly and effective transition. Such cooperation shall include, but not be limited to, providing route maps, route lists, and other similar information.

Section 1000 Background Information

Appendix B includes information provided by the Township for use by the Bidders at their own risk. The types and numbers of occupied units were derived from the best available information, but are not guaranteed to be 100% accurate. The number of units that may opt for various levels of service are purely estimates.

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Appendix A: Route Supervisor Acknowledgement Form

The Route Supervisor for _____ Township is _____. By signing this form, the Route Supervisor acknowledges:

1. The Route Supervisor has read and acknowledges the specific local requirements of the Township, and customer service sections of this Contract, including but not limited to Sections 102 (Time of Collection), 113 (Services Disruptions due to weather), 114 (Service Disruptions non-weather related), 115 (Missed and Make-up Collections), 200 (Contractor’s Responsibilities), 210 (Employee Conduct), 220 (Spillages and Emergency Cleanups), 240 (Customer Grievances), and any other customer service provision identified during the implementation of this contract.
2. The Route Supervisor has read and acknowledges the reporting requirements of this contract, specifically section 500 (Daily, Monthly, Quarterly, and Annual Reports).
3. The Route Supervisor has read and acknowledges Section 840 of this contract (Liquidated Damages).
4. The Route Supervisor has read and acknowledges any other portion of this contract not specifically outlined here that pertains to the quality of workmanship of the Contractor.

This document shall be signed by both the Township and any subsequent Route Supervisor assigned to the Township for the duration of this contract. Blank Route Supervisor Acknowledgement forms are available by contacting the Township.

Signed,

WEST CHESTER TOWNSHIP, OHIO:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

RECYCLING ROUTE SUPERVISOR

(Signature)

GARBAGE ROUTE SUPERVISOR

(Printed Name)

(Title)

Appendix B: West Chester Township Additional Information and Data

Housing Units and Estimated Service Level

	WEST CHESTER
All Housing Units	26,063
Base Collection Rate Unlimited Service	20,851
Base Collection Rate Limited Service	5,212
ADA Compliant Back Yard Service	xxxx

Township Road Miles (Doubled for Fuel Cost Adjustment Formula)

Township	Road Miles
West Chester	241

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Business Item
Submitted By:	
Barb Wilson, Director of Public Information & Engagement	

Motion:
Motion to approve license agreement between West Chester Township Board of Trustees and Union Centre Boulevard Merchant Association for use of Township property at 9285 Centre Pointe Drive and adjacent and ancillary roadways for the Union Centre Food Truck Rally

Background:
<p>The annual Union Centre Food Truck Rally hosted by the Union Centre Boulevard Merchant Association returns on Friday, June 7, 2024. The event features a full day of food trucks and live music from 11:30 a.m. to 10:30 p.m.</p> <p>The event transitioned from August to June in 2023 to coincide with the Township's bicentennial and will continue to align with the community's Founders Day celebrations.</p> <p>The Union Centre Boulevard Merchant Association’s mission is to promote and celebrate the Union Centre area for business and entertainment. This event supports that mission and additionally helps raise money for a local charity. This year’s beneficiary is Safe Haven Farms.</p> <p>The permit for alcohol sales will be held by the Union Centre Boulevard Merchant Association.</p> <p>Event organizers will be responsible for compensating West Chester Police and Community Services personnel per contract for off-duty details.</p>

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

LICENSE AGREEMENT BETWEEN WEST CHESTER TOWNSHIP AND THE UNION CENTRE BOULEVARD MERCHANT ASSOCIATION FOR THE USE OF A PORTION OF TOWNSHIP PROPERTY AT 9285 CENTRE POINTE DRIVE, AND ANCILLARY AND ADJACENT PUBLIC ROADWAYS, FOR THE UNION CENTRE FOOD TRUCK RALLY

The Board of Trustees, West Chester Township, Butler County, Ohio, ("Township"), a political jurisdiction, hereinafter called "LICENSOR," hereby agrees to enter into the LICENSE AGREEMENT ("Agreement") with the Union Centre Boulevard Merchant Association, which promotes the Union Centre Boulevard Central Business District as a business and retail center of West Chester by supporting existing businesses and encouraging new commerce within the Union Centre Boulevard corridor, hereinafter called "LICENSEE" for the use of a portion of West Chester Property known as The Square @ Union Centre, hereinafter called "REAL ESTATE" owned by Licensor and located at 9285 Centre Pointe Drive, West Chester, OH 45069, and ancillary and adjacent public roadways for Union Centre Food Truck Rally hereinafter called "Event"

1. Purpose. Licensee desires and Licensor allows Licensee to utilize Real Estate for the exclusive use of production and presentation of the Event to be held on Friday, June 07, 2024 from 11:30 a.m. through 10:30 p.m. for the enjoyment of West Chester residents. Licensee agrees to operate and maintain Real Estate exclusively for the Event and this use by Licensee shall not unreasonably impede the free use of the above property by persons not attending these events.
2. Assignment. This Agreement shall be binding upon all parties' respective heirs, legal representatives, successors and assigns unless otherwise stated herein.
3. Grant and Term. Licensor hereby grants a license to Licensee for the use of Real Estate to be used exclusively by Licensee for the presentation of the Event. The license is valid Thursday, June 06, 2024 at 8:00 a.m. and ending Sunday, June 09, 2024 at 9:00

a.m. and subject to the following terms, responsibilities, and conditions.

4. Amendment. This Agreement may be amended by mutual agreement between authorized representatives of the Township and Licensee. The authorized representatives may negotiate and approve modifications to this Agreement; however, the West Chester Board of Trustees must authorize any amendments.

5. Responsibilities and Privileges of the Parties.

LICENSEE - Union Centre Boulevard Merchant Association:

- a. In consideration of the covenants and agreements contained herein, Licensee agrees to pay One Dollar (\$1.00) for the event and other good and valuable consideration.
- b. Licensee agrees to operate and maintain Real Estate exclusively for the Event and this use by Licensee shall not unreasonably impede the free use of the above Real Estate by persons not attending these events.
- c. It shall be the responsibility of Licensee to provide adequate security protection for the Real Estate described above. It is agreed by Licensee and Licensor that the Real Estate described above shall be open to the public and Licensee shall be authorized to charge reasonable fees for the operation and maintenance of the Real Estate and that any and all revenue generated from the operation of the Real Estate shall be the property of Licensee.
- d. Licensee agrees to abide by all West Chester Township resolutions and not to impede on West Chester Township administration's responsibility for the protection of the public peace, health, safety and welfare.
- e. Licensee agrees that at the expiration of this Agreement, it shall surrender the licensed Real Estate to Licensor in

as good a condition as it was on the date of the execution of this Agreement, reasonable wear and tear and unavoidable casualties excepted.

- f. If Licensee should fail to keep any of the covenants of this Agreement, it shall be lawful for Licensor to revoke this license Agreement and to reenter, to repossess and to enjoy the Real Estate as in its first and former state; thereupon this Agreement and everything contained herein on Licensor's behalf to be done and performed shall cease and be void.
- g. During the term of this Agreement, Licensee agrees to provide or obtain the following at no charge to Licensor:
 - i. Booths, tables, tents as required
 - ii. Adequate volunteers for entire event, including set-up and tear-down,
 - iii. Communication System and contacts list for the event
 - iv. Implementation of a safety plan that meets the standards of Township safety services with police personnel compensated per contract at off-duty detail and required event dedicated fire personnel compensated per contract
 - v. Compensation of Township road personnel to manage road closure and support trash and restroom clean-up during and after event.
 - vi. Ensure all vendors participating in the event provide appropriate health permits and insurance liability coverage
 - vii. Appropriate and adequate signage to direct attendees to event grounds and approved parking areas
 - viii. Obtain all appropriate permits for the sale of alcohol at the event and provide Licensor with \$1 million in

liquor liability insurance with West Chester Township Trustees listed as additional insured

- ix. Provide a Certificate of Liability Insurance for \$1 million per occurrence with respect to personal injury or death, and with policy limits of not less than \$500,000 per occurrence with respect to any loss or damage to property, with "West Chester Township" named as additional insured. Endorsement page must include name of insured, policy number and policy period
- x. Notification to businesses and residents within the event site and impacted by road closures
- xi. Event Site Map
- xii. Obtain all appropriate approved permits for non-owned Township property use
- xiii. Complete Community Event Permit application
- h. Licensee agrees not to destroy, damage, or pollute the licensed Real Estate. Licensee also agrees to use the licensed Real Estate exclusively for the purpose stated above. Further, Licensee agrees not to make any physical alteration to the licensed Real Estate, buildings, or other property situated on the Real Estate and shall pay for damages that may result from the licensed use.

LICENSOR - TOWNSHIP:

- a. Licensor agrees that Licensee, while Licensee keeps and performs its obligations under this Agreement, shall peaceably and quietly hold, occupy, and enjoy the licensed Real Estate during the term of this Agreement, without any interference or hindrance by Licensor or any person lawfully authorized to represent Licensor.
- b. During the terms of this Agreement Licensor agrees to assist and provide the following at no charge to Licensee:

- i. Assistance in coordination of Township services
- ii. Assistance with set-up of required fencing, staking and safety devices on West Chester Township property prior to the event
- iii. West Chester property maintained prior to event
- iv. Required crowd/traffic control devices as determined by West Chester Township
- v. Authorization of State permits for sale of alcohol on impacted Township-owned property
- vi. Signed authorization for temporary street closures
- vii. Event promotion on Township website, social media and West Chester Community Television

6. Indemnification. Licensee shall indemnify and hold the Township, its employees, officers, and assigns, harmless from and against any and all claims, liability, damage, or loss to person or property to the extent that such claim, liability or loss arose or grew out of any act of Licensee, its representatives, invitees, or licensees, together with all costs, expenses and attorney fees incurred with respect to any such claim, demand or legal proceeding made or brought against the Township. If any action or proceeding is brought against the Township by reason of any such occurrence, Licensee will reimburse Licensor for its attorney's fees and costs.

7. Liability Insurance. Licensee agrees to provide the Township, prior to the execution of this Agreement, One Million Dollars (\$1,000,000) of liability insurance, naming the Township an additional insured, to fully and adequately protect the Township from claims caused by any action of Licensee's personnel at all times that Licensee may be utilizing the premises. Licensee must provide and the Township shall keep a copy of a certificate of

insurance that proves Licensee's compliance with these terms. Neither party extends to each other nor to any other person or organization indemnification or protection from liability arising from use of the Real Estate. Further, Licensee agrees that any subcontractors, providing services on Real Estate, shall have the same minimum coverage with the Township as a named insured. The insurance certificates of all subcontractors, providing services on the licensed Real Estate, shall also be submitted to the Township prior to the execution of this Agreement.

8. Entire Agreement. The parties acknowledge and agree that this contract constitutes their entire agreement and that no oral or implied agreement exists.
9. Severability. In the event that any portion of this Agreement shall be found to be inconsistent with the law or otherwise unenforceable, the remainder of the Agreement shall remain unaffected and in continuing effect.
10. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.
11. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions contained within this Agreement.

On behalf of the Board of
Trustees
West Chester Township, Butler
County, OH

On behalf of the Union Centre
Boulevard Merchant Association

Larry D. Burks, Administrator

Becky Wilber, President

Date

Date

Approved as to Form:

Scott D. Phillips, Law Director

Date

Approved by Trustees

Date

Proposed

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Business Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Motion to apply for the 2024-2025 U.S. Department of Justice Bulletproof Vest Grant; and, authorize Township Administrator to accept said grant if awarded

Background:
<p>The Police Department is requesting permission from the Trustees to reapply for the 2024-2025 U.S. Department of Justice Bulletproof Vest Grant. If approved and accepted, the program will reimburse the West Chester Police Department 50% of the cost for each new bulletproof vest purchased for incoming officers and when replacements are necessary for expired vests. There is no match required for this grant.</p> <p>The Board of Trustees previously approved the purchase of bulletproof vests in the amount of \$22,040.57 which would be eligible for submission to this grant.</p>

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

BULLETPROOF VEST PARTNERSHIP

APPLICATION AND FUNDING PROCESS

The entire application-through-payment process for the BVP Program is managed via the online BVP system. To participate in BVP, state, local, and tribal jurisdictions must follow four simple steps:

1. Register as a jurisdiction
2. Submit an application
3. Purchase vests
4. Submit receipt information

For more information regarding the Bulletproof Vest Partnership/Body Armor Safety Initiative, please visit the Web site at www.ojp.gov/bvpbasi.

BVP HAS DISTRIBUTED MORE THAN
\$196 MILLION
TO OVER 13,000 JURISDICTIONS

THROUGHOUT THE NATION TO ASSIST THEM IN
PURCHASING MORE THAN 800,000 BULLETPROOF VESTS
(OFFICE OF JUSTICE PROGRAMS, AUGUST 2010).

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
April 9, 2024	Business Item
Submitted By:	
Arun Hindupur, Director of Public Works/Community Services	

Motion:
Motion to approve agreement between West Chester Township Board of Trustees and McGill Smith Punshon, Inc. for the USS Cincinnati Access Road and Parking lot design not to exceed \$45,980.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP 1991)

Background:
<p>As part of the USS Cincinnati – Cold War Memorial & Peace Pavilion, McGill Smith Punshon, Inc. has been chosen to provide Civil Engineering services through the following phases: the Design Development (60% complete), Construction Documents (95% complete), Bidding and Permitting, and Construction Administration Phases for the development of the access roadway and parking lot</p> <p>McGill Smith Punshon, Inc. has done work for the Township both previously and are currently part of the Consultant roster in 2023/2024.</p> <p>A 10% contingency of \$4,180.00 has been added for travel, printing, deliveries, postage and permit fees not included in the professional fees.</p> <p>The Community Services Department requests a Purchase Order in the amount of \$45,980.00 to McGill Smith Punshon, Inc. for USS Cincinnati Access Road and Parking lot design.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	1991		
	TIF Info:			
	Purchase Order:	24001180	Total Encumbrance:	\$ 45,980.00



March 5, 2024

Mr. Larry Burks
West Chester Township Administrator
9113 Cincinnati-Dayton Road.
West Chester, OH 45069

Subject: USS Cincinnati – Cold War Memorial & Peace Pavilion Access Road & Parking Lot
Civil Engineering Services/Scope/Fees
MSP Project No. 07384.17

Dear Mr. Burks:

McGill Smith Punshon, Inc. (MSP) is pleased to present the following scope of work to perform Civil Engineering services associated with the USS Cincinnati project. These services will encompass providing West Chester Township with Civil Engineering services through the following phases: the Design Development (60% complete), Construction Documents (95% complete), Bidding and Permitting, and Construction Administration Phases for the development of the access roadway and parking lot associated with the USS Cincinnati – Cold War Memorial & Peace Pavilion. The project is located on Tylersville Road, at the VOA Park, and will be developed in coordination with West Chester Township and MetroParks of Butler County.

It is agreed that the Concept Design, attached, prepared by MSP, shall be the accepted design for proceeding with the project. It is understood that minor design changes are anticipated as the project progresses, but any major design changes shall be considered as additional services, and additional scope and fees shall be agreed upon, in writing, prior to proceeding with any major design changes.

MSP will prepare site design development documents for the subject improvements. Once design development plans are approved by all parties, construction documents will be prepared. Plans will include the layout of the access drive and parking lot from the VOA Museum access drive to the agreed upon line to connect to the MetroParks of Butler County access drive. Plans will also have the sizes and locations of storm sewers, erosion control measures, site grading, outline specifications and other incidental details. Stormwater management plans/details and calculations for the entire development will be under the contract with Submarine Cincinnati Association. Plans will be processed through the appropriate reviewing agencies for approval. The plans will include the following:

Task 1 – Pre Design –completed.

Task 2 – Design Development (60%)

- a. Site Layout Plan.
- b. Utility Plan.
- c. Grading and Stormwater Pollution Prevention Plan.
- d. Detail Sheets.

Task 3 – Construction Documents (95%)

Based on the approved Design Development plans, MSP will proceed with Construction Documents.

- a. Site Layout Plan.
- b. Utility Plan.
- c. Grading and Stormwater Pollution Prevention Plan.

- d. Detail Sheets.
- e. Prepare Construction specifications.
- f. Coordination with various agencies.
- g. Prepare Notice of Intent NOI application for delegation to the Owner or Client's representative.
- h. Assist Owner in preparation of the earth movement permit application.

Task 4 –Bidding

- a. Front End Specifications will be prepared by West Chester Township.
- b. Address bidders' questions, issue RFIs as needed.
- c. Client, and MSP to review bids.

Task 6 –Permits

- a. MSP to prepare plans and specifications for permit application submittal
- b. Answer questions, provide RFIs, etc., as needed.
- c. Coordinate with appropriate agencies reviewing permit applications
- d. Coordination with design team as necessary

Task 7 –Construction Administration

- a. Review shop drawings.
- b. Issue addenda as necessary.
- c. Provide site meetings/review construction as needed for conformance with design intent.
- d. Coordinate with design team and Owner.

Assumptions:

- a. Project limits stop at the edge of pavement of the existing VOA access drive.
- b. Project limits stop at the agreed upon termination line between the West Chester Township project and the MetroParks of Butler County project.

Exclusions:

- a. Geotechnical investigations
- b. Topographic Survey
- c. Services associated with disputes variances from zoning regulations or subdivision regulations.
- d. Resolution of land use, zoning amendments, disputes, and variances.
- e. Structural Engineering including retaining wall design.
- f. Geotechnical or environmental evaluations, testing or engineering.
- g. ADA accessibility consultation.
- h. Any engineering services related to wetland evaluations, delineation, or mitigation.
- i. Any permitting requiring involvement of the USACE.
- j. Flood studies, CLOMR applications, LOMR applications or any other issues requiring FEMA approval or involvement.
- k. Traffic impact studies.
- l. Design of offsite road improvements.
- m. Designs for the upgrade or relocations of existing sanitary sewers, watermains or service lines.
- n. Design of sanitary sewer lift stations, surge tanks and holding tanks.
- o. Design of watermain booster pumps.
- p. Design of water meter pit.
- q. Design and sizing of water service lines.
- r. Design of Irrigation System.
- s. Design of electric, telephone, gas, CATV and lighting facilities.
- t. Photometric Plan.
- u. Design of Signage and Wayfinding.

- v. Plan review fees, application fees, inspection fees, and permit fees.
- w. NPDES inspections.
- x. Stormwater Management Calculations for the entire development.
- y. Administration of the SWP3 including NPDES inspections.
- z. Grading As-built drawings.
- aa. Review pay applications/approvals.

If any of these services under the exclusions list is required, a separate contract between the Owner and the Consultant providing the service will need to be established. MSP will coordinate with the other Consultants as necessary.

Professional Fees: based on the above scope the fee shall be not to exceed:

Design Development Phase	\$ 12,000.00
Construction Documents Phase	\$ 21,800.00
Bidding and Permitting	\$ 1,500.00
Construction Administration	\$ <u>6,500.00</u>
Total:	\$ 41,800.00

In addition to the Professional Fee, MSP shall also be reimbursed for all costs incurred by MSP for travel, printing, deliveries, postage and permit fees in conjunction with the work in accordance with our current rate schedule.

This proposal is valid for sixty calendar days, unless formally extended by client.

MSP will not proceed with additional services until written authorization by the Client. Substantial changes to the design due to circumstances beyond our control may be considered extra work. MSP will notify the Client of any changes to the scope of work requiring additional fees and will provide you with an estimate of those fees prior to proceeding with the work.

Thank you for the opportunity to submit this proposal. Please feel free to call me at 513-759-3224 if you have any questions.

The Terms & Conditions that follow are part of this Agreement.

McGill Smith Punshon, Inc.

CLIENT



By: Jose Castrejon, ASLA, LEED AP
Title: President
Date: March 5, 2024

By: _____
Title: _____
Date: _____

GENERAL TERMS AND CONDITIONS:

Fee: The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service outlined herein. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will be invoiced at of 1.1 times MSP cost. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments: Invoices for services and reimbursable expenses shall be submitted, at MSP's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. MSP shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and MSP shall have no liability for any resultant delays or damages incurred by CLIENT as a result of such suspension/termination. Retainers shall be credited on the final invoice. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees.

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

Consequential Damages: Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

~~**Indemnifications:** CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold MSP and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. MSP further agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.~~

~~**Risk Allocation:** In recognition of the relative risks and benefits of the Project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.~~

Termination of Services: This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership of Documents: All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its subconsultants.

Defects in Service: CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities: MSP shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by CLIENT or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.

Dispute Resolution: Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) or mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of Parties: All services provided by MSP are for the sole use and benefit of CLIENT. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.

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

Applicable Law: The law applicable to this Agreement is the state of the Project location.

Hourly Rate Schedule

Principal	\$200-\$300.00/hour
Project Manager.....	\$100-\$230.00/hour
Registered Engineer	\$125-\$300.00/hour
Registered Architect.....	\$125-\$300.00/hour
Registered Landscape Architect/Planner	\$115-\$300.00/hour
Professional Surveyor.....	\$125-\$300.00/hour
Interior Designer.....	\$125-\$250.00/hour
Designer/Job Captain	\$100-\$200.00/hour
CADD Operator/Technician	\$65-\$150.00/hour
Surveying (Monday through Friday) 8 Hours*	
2 Man Crew.....	\$220.00/hour
1 Man Crew.....	\$130.00/hour

*A minimum 2 hours will be charged per trip (Monday through Friday)

*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

Travel \$0.72/mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2024