



AGENDA

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES MEETING TUESDAY, APRIL 8, 2025 7:00 P.M.

CALL TO ORDER: Board Chairperson

ROLL CALL: Fiscal Officer, Shelly Schultz

Trustee, Michael Berding _____

Trustee, Shannon Hartkemeyer _____

Trustee, Joe McAbee _____

INVOCATION: Pastor Joe French, Indian Springs Church

PLEDGE OF ALLEGIANCE

PRESENTATION

- A. Meeder Investments – Jim McCourt

OLD BUSINESS

- A. Fire Station 211

ITEMS FOR BOARD DISCUSSION

- A. Township Parking Policy Discussion
- B. One Ohio Discussion
- C. Fire Engine Lease to West Chester Township – 2008 Sutphen
- D. Hiring Interns for the Summer
- E. Request to Move the Meeting date for June
- F. Armed Forces Day Event
- G. Comprehensive Plan Work Session
- H. Schedule Milton Park Ribbon Cutting
- I. Other Items

COMMUNICATION

This is the Portion of the meeting where you, the residents of Fairfield Township, are invited to share your thoughts with the Board. Please know that this time has been set aside from the Board to listen to you. Your comments are valued and will be taken into careful consideration. The Board will not engage in dialogue at this time. Presentations are limited to three (3) minutes each.

CONSENT AGENDA

All items under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for the removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

1. Motion to adopt: _____; 2nd _____
- a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
- b. President declares motion _____.

FISCAL OFFICE BUSINESS – Consent Agenda Items

- A. Recommend motion to suspend reading of the minutes of the following meeting:
 1. Trustee Regular Meeting, March 11, 2025
- B. Recommend motion to approve the minutes
- C. Recommend motion to approve payment of the bills by the Fiscal Office
- D. Recommend motion to accept the resignation of Andrew Maurer from the Fire Department

MOTIONS – Consent Agenda Item

- A. None

RESOLUTIONS – Consent Agenda Items

- A. Resolution No. 25-49 Approving Open Purchase Order Balances
- B. Resolution No. 25-50 Declaring Nuisance and Ordering Abatement on Properties
- C. Resolution No. 25-51 Appointing Part-Time Fire/EMT Joseph Tri-Rudolph
- D. Resolution No. 25-52 Appointing Part-Time Fire/EMT Jordan Flynn

FISCAL OFFICER REPORT – Fiscal Officer

ADMINISTRATOR’S REPORT – Administrator

MOTIONS

- A. Motion approving Fairfield Township police personnel to participate on a part-time basis in the United States Marshall Service (USMS) Regional Fugitive Task Force to investigate and apprehend federal, state, local, tribal and territorial fugitives, thereby improving public safety and reducing violent crime.
 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

RESOLUTIONS

- A. Resolution No. 25-45 Resolution Authorizing the Renewal of the Lexipol Subscription for the Fire Department in the amount of \$17,436.08 paid from the Fire Fund 2111.
 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

B. Resolution No. 25-53 Resolution Approving the Purchase of Rifle Silencers for the Police Department from HUXWRX for a total cost of \$30,000.00 paid from the JEDD Fund 2901. **(FIRST READ WITH OPTION TO APPROVE).**

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

C. Resolution No. 25-54 Resolution Approving an Amended Indigent Burial Policy and Process. **(FIRST READ WITH OPTION TO APPROVE).**

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

D. Resolution No. 25-55 Resolution Amending Article IV Wages and Benefits of the Personnel Policy Manual for Fairfield Township. **(FIRST READ WITH OPTION TO APPROVE).**

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

E. Resolution No. 25-56 Resolution Approving Payment to Sedgwick in the amount of \$8,850.00 Paid from the General Fund 1000, the Motor Vehicle License Fund 2011, the Police Fund 2081 and Fire Fund 2111.

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

F. Resolution No. 25-57 Resolution Approving Expenses for Clean-up Day with Rumpke in the amount not to exceed \$10,000.00 paid from the General Fund 1000.

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

G. Resolution No. 25-58 Resolution Dispersing \$_____ from the Tax Increment Financing Funds Numbers 2904, 2906, 2908 and 2910 for Distribution of TIF Monies Collected to the Fairfield City School District.

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

H. Resolution No. 25-59 Resolution Approving the Purchase of Two (2) new mowers for the Public Works Department from Fairfield Mower Equipment in the amount of \$26,518.00 paid from the JEDD Fund 2901. **(FIRST READ WITH OPTION TO APPROVE).**

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

I. Resolution No. 25-60 Authorizing the Removal, Repair, or Securance of an Unsecure and/or Unsafe Building at 5824 Reigart Road

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

J. Resolution No. 25-61 Authorizing all Actions Necessary to Affect or Otherwise Continue a Governmental Natural Gas Aggregation Program

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

K. Resolution No. 25-62 Resolution Authorizing Increases for the Part-Time Fire Employees Paid from the Fire 2111, Fire and Ambulance 2281, and JEDD 2901 Funds. **(FIRST READ WITH OPTION TO APPROVE).**

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

L. Resolution No. 25-63 Resolution Authorizing the Administrator to Sign a Lease Agreement with West Chester Township for the use of a Fire Engine. **(FIRST READ WITH OPTION TO APPROVE).**

1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

COMMITTEE REPORTS

- A. Transportation Improvement District (TID) – Trustee McAbee
- B. Emergency Management Agency (EMA) – Trustee Hartkemeyer
- C. Ohio, Kentucky, Indian Regional Council of Government (OKI) – Trustee Hartkemeyer
- D. The Coalition of Large Ohio Urban Township (CLOUT) – Trustee Hartkemeyer

BOARD COMMENTS

ANNOUNCEMENTS

- Easter Egg Hunt and Helicopter Drop – Saturday, April 12, 2025, from 11:00 AM to 12:30 PM at Heroes Park
- Spring Clean-up Day – Saturday, April 26, 2025, from 10:00 AM to 3:00 PM at the Township Parking lot next to the Fire Station
- Fairfield Township Board of Trustees Meeting – Tuesday, May 13, 2025, 7:00 PM at the administration building
- Armed Forces Day Remembrance – Friday, May 16, 2025, at the Veterans Memorial, TBD.
- Memorial Day Observation – Monday, May 26, 2025, the Township offices will be closed.

ADJOURNMENT

- Motion to Adjourn: _____; 2nd _____
 - a. _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares meeting adjourned _____ P.M.

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-49**

RESOLUTION APPROVING OPEN PURCHASE ORDER BALANCES.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby approves the Open Purchase Order Balances, attached hereto as Exhibit "A".

SECTION 2: The Board hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this Resolution upon its first reading.

SECTION 3 This Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This Resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Katherine Barbieri, Township Law Director

Updated as of 4/1/2025				Account Code	Department	Vendor	Notes
PO #	Issue Date	Acct Amount	Curr Balance	Department	Vendor	Notes	
290-2025	3/14/25	\$200.00	\$200.00	GENERAL	WAGWORKS, INC	MONTHLY COBRA BENEFIT SERVICE	
309-2025	3/25/25	\$12,059.03	\$0.00	GENERAL	ANTHEM BLUE CROSS & BLUE SHIELD	MEDICAL INSURANCE	
310-2025	3/24/25	\$12,059.03	\$0.00	GENERAL	ANTHEM BLUE CROSS & BLUE SHIELD	MEDICAL INSURANCE	
311-2025	3/24/25	\$764.09	\$0.00	GENERAL	HUMANA HEALTH PLAN OHIO	VISION, DENTAL, AND LIFE INSURANCE	
313-2025	3/31/25	\$764.09	\$0.00	GENERAL	HUMANA HEALTH PLAN OHIO	VISION, DENTAL, AND LIFE INSURANCE	
316-2025	3/24/25	\$764.09	\$0.00	GENERAL	HUMANA HEALTH PLAN OHIO	VISION, DENTAL, AND LIFE INSURANCE	
311-2025	3/24/25	\$145.38	\$0.00	GENERAL	HUMANA HEALTH PLAN OHIO	VISION, DENTAL, AND LIFE INSURANCE	
313-2025	3/24/25	\$145.38	\$0.00	GENERAL	HUMANA HEALTH PLAN OHIO	VISION, DENTAL, AND LIFE INSURANCE	
316-2025	3/24/25	\$145.38	\$0.00	GENERAL	HUMANA HEALTH PLAN OHIO	VISION, DENTAL, AND LIFE INSURANCE	
247-2025	3/4/25	\$330.00	\$0.00	GENERAL	HUMANA HEALTH PLAN OHIO	VISION, DENTAL, AND LIFE INSURANCE	
254-2025	3/11/25	\$549.40	\$0.00	GENERAL	CHRISTIAN BROTHERS AUTOMOTIVE-FF TWP	ZONING DEPT VEHICLES REPAIRS/MAINTENANCE	
334-2025	3/31/25	\$38.00	\$38.00	GENERAL	REINALT-THOMAS CORP.	TIRES FOR FORD FUSION	
255-2025	3/5/25	\$200.00	\$0.00	GENERAL	CHUCK GOINS	REIMBURSEMENT FOR MEAL FROM LOCAL GOVT CONFERENCE	
264-2025	3/10/25	\$4,000.00	\$0.00	GENERAL	A-1 SPRINKLER CO., INC.	ALARM MONITORING FOR 2ND QUARTER FOR ALL BUILDINGS	
265-2025	3/10/25	\$4,000.00	\$0.00	GENERAL	CINTAS #009	CLEANING RESTROOMS, FIRE SUPPLIES, PUBLIC WORKS CLOTHING	
318-2025	3/24/25	\$300.00	\$300.00	GENERAL	ALTAFIBER	CLEANING RESTROOMS, FIRE SUPPLIES, PUBLIC WORKS CLOTHING	
319-2025	3/24/25	\$200.00	\$200.00	GENERAL	A-1 SPRINKLER CO., INC.	FAX LINES FOR ADMIN, POLICE AND FIRE	
322-2025	3/25/25	\$300.00	\$300.00	GENERAL	BOSS AWARDS & SPORTSWEAR	ALARM MONITORING FOR 3RD QUARTER	
260-2025	3/7/25	\$300.00	\$300.00	GENERAL	HUNTINGTON CREDIT CARD	ENGRAVED PLATES FOR DIANNE FRENCH	
266-2025	3/10/25	\$50.00	\$50.00	GENERAL	U S POSTAL SERVICE	MISC OPERATING SUPPLIES	
294-2025	3/18/25	\$500.00	\$500.00	GENERAL	U S POSTAL SERVICE	FEE RENEWAL ANNUAL NOTICE	
288-2025	3/14/25	\$5,000.00	\$0.00	GENERAL	BUTLER TECHNOLOGY & CAREER DEV. SCHOOL	MARKETING MAIL	
293-2025	3/17/25	\$5,000.00	\$0.00	GENERAL	HUNTINGTON BANK	BCTA DINNER	
329-2025	3/28/25	\$1,120.00	\$1,120.00	GENERAL	DUKE ENERGY	MONTHLY BANK FEE	
286-2025	3/14/25	\$238.95	\$238.95	GENERAL	DUKE ENERGY	ELECTRIC INVOICES FOR ALL BUILDINGS- CLOSED	
287-2025	3/14/25	\$1,132.00	\$1,132.00	GENERAL	OMNI BUSINESS FORMS INC	ELECTRIC INVOICES FOR ALL BUILDINGS	
299-2025	3/19/25	\$1,040.00	\$1,040.00	GENERAL	CWS-CINCINNATI WHOLESAL SUPPLY	SPRING CLEAN UP DAY T-SHIRTS	
324-2025	3/25/25	\$1,200.00	\$1,200.00	GENERAL	WILSON GARDEN CENTER	SIGNS FOR PUBLIC WORKS/PARKS	
325-2025	3/26/25	\$3,170.00	\$3,170.00	GENERAL	ZIN'S PLUMBING LLC	PLANT GRASS AT MILTON PARK	
328-2025	3/27/25	\$2,100.00	\$2,100.00	GENERAL	ZIN'S PLUMBING LLC	MULCH FOR PARK	
330-2025	3/31/25	\$240.00	\$240.00	GENERAL	WILSON GARDEN CENTER	REPAIRS AT MILLIKIN ROAD	
261-2025	3/10/25	\$2,000.00	\$2,000.00	GENERAL	WILSON GARDEN CENTER	PARK RESTROOM OPENING FOR SPRING/SUMMER	
262-2025	3/10/25	\$146.00	\$146.00	MOTOR VEHICLE LICENSE TAX	WILSON GARDEN CENTER	REPAIR WATER HEATER/UTILITY FAUCET	
263-2025	3/10/25	\$946.18	\$946.18	MOTOR VEHICLE LICENSE TAX	WILSON GARDEN CENTER	BLACK MULCH FOR PARK (ORG PO WAS SHORT)	
288-2025	3/14/25	\$2,000.00	\$2,000.00	MOTOR VEHICLE LICENSE TAX	T. R. GEAR LANDSCAPING LLC	MULCH PURCHASE FOR PUBLIC WORKS	
293-2025	3/17/25	\$2,000.00	\$2,000.00	MOTOR VEHICLE LICENSE TAX	DUKE ENERGY	ALUMINUM EDGING FOR PUBLIC WORKS	
321-2025	3/25/25	\$2,000.00	\$2,000.00	MOTOR VEHICLE LICENSE TAX	CITY OF HAMILTON	ELECTRIC INVOICES FOR ALL BUILDINGS- CLOSED	
282-2025	3/13/25	\$3,325.17	\$3,325.17	GASOLINE TAX	FAIRFIELD POWER EQUIPMENT	ELECTRIC INVOICES FOR ALL BUILDINGS	
285-2025	3/14/25	\$3,640.00	\$3,640.00	GASOLINE TAX	A-1 SPRINKLER CO., INC.	REPAIRS TO 3 ZERO TURN MOWERS	
308-2025	3/21/25	\$811.50	\$811.50	GASOLINE TAX	ROQUEMORE ENTERPRISES INC	REPAIR BACK FLOW THAT FAILED DURING TESTING AT PUBLIC WORKS	
332-2025	3/31/25	\$3,200.00	\$3,200.00	GASOLINE TAX	DEXTER DRIER COMPANY	ANNUAL APPLICATION OF RUST INHIBITOR FOR 11 VEHICLES AND NEW BACKHOE	
255-2025	3/5/25	\$300.00	\$300.00	GASOLINE TAX	M AND J PROPERTIES INC	PARTS FOR ROAD SIDE MOWER	
264-2025	3/10/25	\$4,500.00	\$0.00	GASOLINE TAX	A-1 SPRINKLER CO., INC.	CURB REPAIR JAMIL COURT	
285-2025	3/14/25	\$4,500.00	\$4,500.00	GASOLINE TAX	CINTAS #009	CURB REPAIR LAKE VISTA	
319-2025	3/24/25	\$300.00	\$300.00	GASOLINE TAX	A-1 SPRINKLER CO., INC.	ALARM MONITORING FOR 2ND QUARTER FOR ALL BUILDINGS	
253-2025	3/5/25	\$171.25	\$171.25	GASOLINE TAX	BREWPRO INC	CLEANING RESTROOMS, FIRE SUPPLIES, PUBLIC WORKS CLOTHING	
289-2025	3/14/25	\$500.00	\$500.00	GASOLINE TAX	CWS-CINCINNATI WHOLESAL SUPPLY	CLEANING RESTROOMS, FIRE SUPPLIES, PUBLIC WORKS CLOTHING	
322-2025	3/25/25	\$1,000.00	\$1,000.00	GASOLINE TAX	TRACTOR SUPPLY CO.	SIGNS FOR PUBLIC WORKS/PARKS	
311-2025	3/24/25	\$49.06	\$0.00	ROAD AND BRIDGE	HUNTINGTON CREDIT CARD	ALARM MONITORING FOR 3RD QUARTER	
311-2025	3/24/25	\$731.36	\$0.00	ROAD AND BRIDGE	HUMANA HEALTH PLAN OHIO	4 INCH CRACK TAPE FOR PUBLIC WORKS	
311-2025	3/24/25	\$122.24	\$0.00	ROAD AND BRIDGE	HUMANA HEALTH PLAN OHIO	SUPPLIES FOR PUBLIC WORKS	
296-2025	3/19/25	\$231.70	\$0.00	ROAD AND BRIDGE	HUMANA HEALTH PLAN OHIO	SUPPLIES FOR PUBLIC WORKS	
331-2025	3/31/25	\$3,200.00	\$0.00	ROAD AND BRIDGE	STANDARD INSURANCE	MISC OPERATING SUPPLIES	
311-2025	3/24/25	\$2,488.38	\$0.00	POLICE	M AND J PROPERTIES INC	VISION, DENTAL, AND LIFE INSURANCE	
311-2025	3/24/25	\$357.56	\$0.00	POLICE	HUMANA HEALTH PLAN OHIO	VISION, DENTAL, AND LIFE INSURANCE	

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-50**

**RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT ON THE
PROPERTIES LISTED BELOW AND FURTHER AUTHORIZING THE ZONING
ADMINISTRATOR TO INITIATE COMPLAINT.**

WHEREAS: Uncontrolled vegetation, unsecured property, improper parking of vehicles, and/or refuse, junk, and debris were reported at the properties listed below; and

- 2045 Pater Ave Parking of inoperable vehicles
- 3991 Hamilton Middletown Required refuse collection areas
- 3698 Connor Ct Parking of inoperable vehicles
- 1916-1920 Tuley Rd Junk and debris, objectionable, noxious or dangerous uses,
practices or conditions
- 5733 Green Crest Dr Fences as accessory use (fence in disrepair)

WHEREAS: The Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse or debris, or securing the property, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS: The Fairfield Township zoning resolution outlines zoning guidelines to promote public health, safety, comfort, and welfare of the residents of Fairfield Township. Violations of a provision of the resolution have been observed and proper notice has been delivered; and

WHEREAS: The Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS: In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: That this Board specifically finds and hereby determines that the unsecured property, inoperable vehicles, improperly stored vehicles, uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87.

SECTION 2: That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Administrator shall cause the nuisances to be removed, and the Township shall notify the County "Auditor to assess such cost-plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87.

SECTION 3: The Board hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 4: This Resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 5: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 6: This Resolution shall be declared an emergency and shall take effect at the earliest period allowed by law and to facilitate remediation of the nuisance throughout the growing season.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Katherine Barbieri, Township Law Director

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-51**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF PART-TIME FIREFIGHTER/EMT
JOSEPH TRI-RUDOLPH TO THE FAIRFIELD TOWNSHIP FIRE DEPARTMENT, AT AN
HOURLY RATE OF \$18.50 PER/HOUR, WITH A 12-MONTH PROBATIONARY PERIOD.**

WHEREAS: There is need for a part-time Firefighter/EMT in the Fire Department and the Fire Chief recommends the immediate hiring of Joseph Tri-Rudolph to fulfill that need and contribute to the health, safety, and welfare of the residents of Fairfield Township; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Fire Chief to appoint part-time Firefighter/EMT, Joseph Tri-Rudolph, at an hourly rate of \$18.50, with a 12-month probationary period.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township
Fiscal Officer this _____ day of _____, 2025.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Katherine Barbieri, Township Law Director

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-52**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF PART-TIME FIREFIGHTER/EMT
JORDAN FLYNN TO THE FAIRFIELD TOWNSHIP FIRE DEPARTMENT, AT AN HOURLY
RATE OF \$18.50 PER/HOUR, WITH A 12-MONTH PROBATIONARY PERIOD.**

WHEREAS: There is need for a part-time Firefighter/EMT in the Fire Department and the Fire Chief recommends the immediate hiring of Jordan Flynn to fulfill that need and contribute to the health, safety, and welfare of the residents of Fairfield Township; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Fire Chief to appoint part-time Firefighter/EMT, Jordan Flynn, at an hourly rate of \$18.50, with a 12-month probationary period.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

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Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township
Fiscal Officer this _____ day of _____, 2025.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Katherine Barbieri, Township Law Director

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-45

**RESOLUTION AUTHORIZING THE RENEWAL OF THE LEXIPOL SUBSCRIPTION FOR
THE FIRE DEPARTMENT IN THE AMOUNT OF \$17,436.08.**

WHEREAS: It is necessary to ensure the fire department policies and procedures meet all applicable standards and laws; and

WHEREAS: Lexipol is a company that provides risk management tools and services for public safety agencies, specifically policies and procedures and creates state specific policies for police and fire departments based on national standards as well as state and federal laws;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the renewal of the Lexipol subscription for the Fire Department in the amount of \$17,436.08, contract attached hereto to Exhibit "A" and will be paid from the Fire Fund 2111.

SECTION 2 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 3. The Trustees hereby dispense with the requirement that this resolution be read on two separate days, pursuant to ORC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine. Barbieri, Township Law Director



Fairfield Township Fire Department
6048 Morris Rd Fairfield Twp, OH 45011
Ryan D Berter, Fire Chief

To: Kim Lapensee, Administrator
From: Ryan Berter, Fire Chief
Date: 02/04/2025
Subject: Lexipol renewal

In May of last year we purchased a subscription to Lexipol as well as FireRescue1, these annual subscriptions are due for renewal in May of this year.

Lexipol is a company that provides risk management tools and services for public safety agencies, specifically policies and procedures. Lexipol creates state specific policies for police and fire departments based on national standards, as well as state and federal laws.

In addition to the policy and procedures Lexipol also provides an online learning platform called FireRescue1. FireRescue1 provides over 350 training courses that covers a wide range of topics including 160 hours of fire-EMS based accredited courses. In addition to the provided courses FireRescue1 allows us to upload our own content and distribute it as an assignment to our department members, included recorded sessions done in house. The program is also where we track and monitor the training hours for each member, which is required to maintain state certifications.

Since purchasing Lexipol and completing a 6-month system learning program we have completed 13 new policies and procedures, with numerous others in various stages of development and review. Policy development is a continual process where we not only ensure we are compliant with state and federal regulations but industry standards as well.

The total renewal cost for the package is \$17,436.08.

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-53

RESOLUTION APPROVING THE PURCHASE OF RIFLE SILENCERS FOR THE POLICE DEPARTMENT FROM HUXWRX FOR A TOTAL COST OF \$30,000.00.

WHEREAS: The Police Chief for the year of 2025 budgeted to purchase Rifle Silencers at a cost of \$999.00 per gun; and

WHEREAS: The purchase of the silencers for the service rifles will protect the township from legal costs of workers compensation claims filed by officers, as well as potential lawsuits due to the decibels of noise produced when a rifle is fired in an open area; and

WHEREAS: The purchase of the rifle silencers is necessary for the health, safety and welfare of both Fairfield Township Police Officers and residents; and

WHEREAS: The new rifle silencers will be purchased out of JEDD Fund No. 2901;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby approves the purchase of (30) thirty rifle silencers for the Police Department from HUXWRX, at a total cost of \$30,000.00, attached hereto as Exhibit "A" and will be paid from the JEDD fund 2901.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon it's first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director

March 12, 2025

TO: Kim Lapensee
Township Administrator

FROM: Robert Chabali
Chief of Police

SUBJECT: Purchase of Silencers Department Issued Rifles

Mrs. Lapensee,

As you are aware, on March 11, 2025, the Trustees approved the below purchase of thirty (30) silencers for our department issued rifles. This is a follow up report to the approval.

30 Flow 556K + Flash Hider Silencers (Black)

Justification:

- A basic law enforcement rifle produces 160-165 decibels of noise when fired in an open area. If the same weapon is fired within a confined space, the blast is significantly increased, extremely loud, painful and almost always causes hearing loss.
- Outfitting our service rifles with silencers will protect the township from the legal costs of worker's compensation claims filed by officers, as well as from potential lawsuits filed by bystanders whose ears are exposed to firearm blasts.
- Sound silencers can save lives by reducing muzzle flash and prevent potential explosions in a meth lab or other explosive environment.
- Sound silencers enable peace officers to respond more effectively, maintain proper communication during gunfights, and save lives due to improved tactics and communication.
- Sound silencers enable firearms to be less disruptive to our communities (quieter).
- Children and innocent bystanders who happen to be nearby when law enforcement officers shoot their rifles with silencers are exposed to much quieter gunfire noise, and this prevents permanent hearing damage to children's and other's ears.

W9 Form attached

Cost: \$30,000.00

Vendor: HUXWRX Safety Co. LLC
Point of Contact: Edie Au
280 West Central Ave.
Millcreek, Utah 84107

A handwritten signature in black ink that reads "Robert Chabali". The signature is written in a cursive, flowing style.

Robert Chabali
Chief of Police



HUXWRX Safety Co.
280 W. Central Ave
Millcreek UT 84107
USA

Fairfield Township PD

6485 Vonnie Vale Court

Hamilton OH 45011
USA

Original

Document Number

102083

Customer Code

C102386

Customer Name

30 Flow 556k Quote

Customer Ref

Eddie Au

Customer Address

Fairfield Township PD

Same as Bill-to

SALES QUOTATION

Quote Number

03/12/25

Quote Validity (Start Date - End Date)

1/1

Currency: \$

Description	Quantity	UoM	Price	Tax %	Total
FLOW 556K + FLASH HIDER (BLACK)	30	each	999.00	0.00	29,970.00
Product Code: 2449					

Tax Details

Tax Code	Tax %	Net	Tax
----------	-------	-----	-----

Quotation Subtotal: **\$ 29,970.00**

Additional Expenses: **\$ 30.00**

Total Before Tax: **\$ 30,000.00**

Total Tax Amount: **\$ 0.00**

Total Amount: \$ 30,000.00

Additional Expenses

Shipping Type: **FedEx Ground**

#	Description	Net	Tax Code	Tax %	Tax	Gross
1	STDOUT	30.00		0.00	0.00	30.00

Payment Term

Net/30

Quotation Valid Until: 04/12/25

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-54

RESOLUTION APPROVING AN AMENDED INDIGENT BURIAL POLICY AND PROCESS.

WHEREAS: The Township currently has a Policy for Indigent Burials; and

WHEREAS: The current policy does not require the submission of financial information to show that the deceased individual or their family is Indigent and cannot claim the body; and

WHEREAS: The development of a new policy with the requirement that expanded financial documents be provided will help the township save money and provide that the families which are not indigent pay for burials; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby approves the amended indigent burial policy and process.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon it's first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director



Policy for Defining Indigent for Purposes of Burial at Fairfield Township's Expense Resolution No.

Generally:

The purpose of this policy is to ensure compliance with Ohio Revised Code §9.15(C) which mandates that a township must bury or cremate a body at the township's expense when the body is claimed by an indigent person. ORC §9.15(C) defines "indigent person" as someone whose income does not exceed 150% of the federal poverty line when adjusted to the correct family size.

This policy provides guidelines intended for use by the Fairfield Township Board of Trustees when determining indigency status for the person claiming the body of a deceased person residing within the township. The guidelines below adhere to Ohio's indigency determination as set forth in ORC §9.15 and federal poverty threshold criterion.

Upon examination of the indigent person's financial and familial data (in conformance with the guidelines below), the Board shall make a determination as to whether the claimant is indigent. If the Application meets all requirements, Fairfield Township shall pay the funeral home contracted for the indigent burial at a cost not to exceed \$1,000.00.

Claimant's Indigent Status:

When determining indigency status of the person claiming the deceased's body, the Fairfield Township Board of Trustees shall consider gross income of all household members, minus the wage of salary income earned by dependent minors under 18 years of age.

Gross income includes:

- Wages and earnings from employment, interest, annuities, pensions, Social Security, retirement, employment disability, public assistance, Supplemental Security Income (SSI), alimony, child support, unemployment benefits, Workers' Compensation, and any other indirect income:

- Do not incorporate noncash benefits, i.e. food stamps and housing subsidies, or capital gains and losses
- Calculate wages before taxes

The definitions set forth in Attachment A apply to this policy.

Claimant shall provide Fairfield Township with the number and age of claimant's dependents.

Claimant shall provide documentation of income.

Limitations:

The Township shall not be responsible for burying or cremating any body found within Fairfield Township, which is claimed by a person not found to be indigent.

All expenses made by a non-indigent claimant shall be paid by the claimant.

When the claimant is determined to be indigent, the manner of cremation, burial, and aspects thereof shall be solely the decision of Fairfield Township and in accordance with ORC §9.15.

An indigent person claiming a body may not make independent funeral arrangements and have the bill submitted to Fairfield Township. Should this occur, Fairfield Township is not liable for costs under these circumstances.

Public Records Notification

Some of the records submitted by claimants, as part of the indigency determination process, may be confidential and not a public record under applicable State and Federal Law. Fairfield Township will consult with legal counsel prior to releasing any such documents to third parties.

**150% of the 2025 Federal Poverty Guidelines
as Reported by the U.S. Department of Health & Human Services**

Persons in Family / Household	Poverty Guidelines (Annual Income) *	150% Poverty Guideline (Annual Income)
1	15,650.00	23,475.00
2	21,150.00	31,725.00
3	26,650.00	39,975.00
4	32,150.00	48,225.00
5	37,650.00	56,475.00
6	43,150.00	64,725.00
7	48,650.00	72,975.00
8	54,150.00	81,225.00

*For families/households with more than 8 persons, add \$4,060 for each additional person.

Attachment A

Definitions

Income

Income consists of the following 23 components:

1. Earnings (wages, salaries, and self-employment income)
2. Interest income
3. Dividend income
4. Rents, royalties, estate, and trust income
5. Non-government survivor pensions and annuities
6. Non-government survivor pensions and annuities
7. Non-government disability pensions and annuities
8. Social Security
9. Unemployment compensation
10. Workers' compensation
11. Veterans' payments other than pensions
12. Government retirement pensions and annuities
13. Government survivor pensions and annuities
14. Government disability pensions and annuities
15. Public assistance (includes TANF and other cash welfare)
16. Supplemental Security Income (SSI)
17. Veterans' pensions
18. Government educational assistance
19. Non-government educational assistance
20. Child Support
21. Alimony
22. Regular contributions from persons not living in the household
23. Money income not elsewhere classified

Income does not include the following:

1. Noncash benefits (such as food stamps and housing subsidies)
2. Capital gains or losses

Household

A household consists of all the people who occupy a housing unit. A house, an apartment or other group of rooms, is regarded as a housing unit when it is occupied or intended for occupancy as separate living quarters; that is, when the occupants do not live with any other persons in the structure and there is direct access from the outside or through a common hall. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit.

Household, Size of

The term "size of household" includes all the people occupying a housing unit. "Size of family" includes the family householder and all other people in the living quarters that are related to the householder by birth, marriage, or adoption. "Size of related subfamily" includes the husband and wife or the lone parent and their never-married sons and daughters under 18 years of age. If a family has a related subfamily among its members, the size of the family includes the members of the related subfamily.

Alimony

Includes all periodic payments people receive from ex-spouses. Alimony excludes one-time property settlements.

Child Support

Includes all periodic payments a parent receives from an absent parent for the support of children, even if these payments are made through a state or local government office.

Dividends

Includes income people receive from stock holdings and mutual fund shares. Does not include capital gains from the sale of stock holdings as income.

Earnings

The Census Bureau classifies earnings from longest job (or self-employment) and other employment earnings into three types:

- 1.) Money wage or salary income is the total income people receive for work performed as an employee during the income year. This category includes wages, salary, armed forces pay, commissions, tips, piece-rate payments, and cash bonuses earned, before deductions are made for items such as taxes, bonds, pensions, and union dues.
- 2.) Net income from nonfarm self-employment is the net money income (gross receipts Minus expenses) from one's own business, professional enterprise, or partnership. Gross receipts include the value of all goods sold and services rendered. Expenses include items such as costs of goods purchased, rent, heat, power, depreciation charges, wages and salaries paid, and business taxes (not personal income taxes). In general, the Census Bureau considers inventory changes in determining net income from nonfarm self-employment; replies based on income tax returns or other official records do reflect inventory changes. However, when respondents do not report values of inventory changes, interviewers will accept net income figures exclusive of inventory changes. The Census Bureau does not include the value of saleable merchandise consumed by the proprietors of retail stores as part of net income.

- 3.) Net income from farm self-employment is the net money income (gross receipts minus Operating expenses) from the operation of a farm by a person on their own account, an owner, renter, or sharecropper. Gross receipts include the value of all products sold, payments from government farm programs, money received from the rental of farm equipment to others, rent received from farm property if payment is made based on a percent of crops produced, and incidental receipts from the sale of items such as wood, sand, and gravel. Operating expenses include items such as cost of feed, fertilizer, seed, and other farming supplies; cash wages paid to farmhands; depreciation charges; cash rent; interest on farm mortgages; farm building repairs, and farm taxes (not state and federal personal income taxes). The Census Bureau does not include the value of fuel, food, or other farm products used for family living as part of net income. In determining farm self-employment income, the Census Bureau considers inventory changes in determining net income only when they are accounted for in replies based on income tax returns, or other official records which reflect inventory changes; otherwise, the Census Bureau does not take inventory changes into account.

Educational Assistance

Includes Pell Grants; other government educational assistance; any scholarships or grants; or financial assistance students receive from employers, friends, or relatives not residing in the student's household.

Financial Assistance from Outside of Household

Includes periodic payments people receive from nonhousehold members. This type of assistance excludes gifts or sporadic assistance.

Interest

Includes payments people receive (or have credited to accounts) from bonds, treasury notes, IRAs, certificates of deposit, interest-bearing savings and checking accounts, and all other investments that pay interest.

Other Income

Includes all other payments people receive regularly that are not included elsewhere on the questionnaire. Some examples are state programs such as foster child payments, military family allotments, and income received from foreign government pensions.

Pensions or Retirement

Includes payments people receive from eight sources: companies or unions; federal government (Civil Service); military; state or local governments; railroad retirement; annuities or paid-up insurance policies; individual retirement accounts (IRAs), Keogh, or 401(k) payments; or other retirement income.

Public Assistance or Welfare Payments

Includes cash public assistance payments low-income people receive, such as aid to families with dependent children (AFDC, ADC), temporary assistance to needy families (TANF), general assistance, and emergency assistance.

Rents, Royalties, and Estates and Trusts

Includes the net income people receive from the rental of a house, store, or other property, receipts from boarders or lodgers, net royalty income, and periodic payments from estate or trust funds.

Social Security

Includes social security pensions and survivors' benefits and permanent disability insurance payments made by the Social Security Administration prior to deductions for medical insurance.

Supplemental Security Income

Includes federal, state, and local welfare agency payments to low-income people who are 65 years old or over or people of any age who are blind or disabled.

Unemployment Compensation

Includes payments the respondent received from government unemployment agencies or private companies during periods of unemployment and any strike benefits the respondent received from union funds.

Veterans' Payments

Includes payments disabled members of the armed forces or survivors of deceased veterans receive periodically from the Department of Veterans Affairs for education and on-the-job training and means-tested assistance to veterans.

Workers' Compensation

Includes payments people receive periodically from public or private insurance companies for injuries received at work.



Application for Burial at Fairfield Township's Expense

Application Information

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone Number: _____ Cell Phone Number: _____

Age: _____ Please provide written documentation of age, such as driver's license

Size of Household: _____

Age(s) of Number in Household: _____

INCOME DOCUMENTATION

Household Income Source(s): Please attach to this application documentation of each income source, including SS or Medicare cards, pay stubs, income tax returns and such.**

_____ monthly / yearly amount \$ _____ (circle one)

_____ monthly / yearly amount \$ _____ (circle one)

_____ monthly / yearly amount \$ _____ (circle one)

_____ monthly / yearly amount \$ _____ (circle one)

_____ monthly / yearly amount \$ _____ (circle one)

_____ monthly / yearly amount \$ _____ (circle one)

For Office Use

Application filed on: _____ Received by: _____
(Date Filed) (Twp. Personnel Receiving Application)

Documentation of income attached: Yes or No Purchase Order No.: _____

Approved: _____
(Date)

AFFIDAVIT OF DECEASED'S REPRESENTATIVE

STATE OF OHIO §

COUNTY OF _____ §

I, _____ (the "Affiant"), as the representative of the deceased
_____ (the "Decedent"), being first duly sworn, do depose and state
that:

1. Decedent died a resident of the unincorporated area of Fairfield Township.
2. To the best of Affiant's knowledge, neither the funeral director nor the funeral home has received any compensation, either directly or indirectly, in any form, for the cremation of the Decedent.
3. To the best of Affiant's knowledge, the Decedent is indigent and has no real or personal property, employment benefits, pensions, annuities, social security, unemployment compensation, inheritances, insurance, or other assets.
4. Affiant agrees to reimburse Fairfield Township for disposition expenses, if it is determined that the Decedent died owning assets, property, and/or insurance sufficient to cover the Decedent cremation and/or burial expenses.
6. Affiant says he or she is the individual making the forgoing application; and that the answers to the foregoing questions and other statements contained herein are true to the best of his or her knowledge.

Further Affiant sayeth naught.

(Signature)

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

NOTARY PUBLIC

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-55**

**RESOLUTION AMENDING ARTICLE IV WAGES AND BENEFITS OF THE PERSONNEL
POLICY MANUAL FOR FAIRFIELD TOWNSHIP**

WHEREAS: Fairfield Township currently has a Personnel Policy Manual which was last revised on September 16, 2020; and

WHEREAS: The Fairfield Township Board of Trustees believes it is necessary to revise the current Article IV of the Personnel Policy Manual to amend language regarding meal and travel reimbursements and incorporate language for tuition assistance; and

WHEREAS: The Board desires to amend Article IV, Sections 4.03 Expense Reimbursements and add Section 4.08 Tuition Reimbursement Policy as set forth in the attached revised Personnel Policy Manual designated as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board of Trustees hereby authorizes amendment to Article IV of the Personnel Policy Manual. The attached revised Personnel Policy Manual is hereby approved and supersedes and replaces all prior Personnel Policy Manuals.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director

Article IV. WAGES AND BENEFITS

Section 4.01 Employee Compensation

- A. The Fairfield Township Board of Trustees adopts a pay plan for compensation of Township employees. The purpose of the pay plan is to maintain a just and fair relationship among the wages paid for the various types of work performed in the Township, and to provide for a fair and equitable relationship to the rates for similar jobs in the Fairfield Township community.
- B. All non-exempt employees are responsible for submitting accurate payroll information and the Department Supervisor must review and approve department payroll periods.
- C. All exempt employees shall be required to certify that they have worked the minimum required hours (40 weekly) or used the available accrued leave banks in lieu of work. The Administrator or Assistant Administrator is responsible for approving all Department Head Certifications, the Administrator is responsible for approving the Assistant Administrator's certification and the Fiscal Officer will approve, or appoint an employee of the Fiscal Office, to approve the Administrator's certification.
- D. Applicable federal, state, and local income taxes, as well as retirement deductions are withheld from each paycheck. The Township reserves the right to obey all laws that pertain to paychecks, including garnishments.
- E. Employees shall immediately notify the Township Administrator or their Department Supervisor when a court ordered garnishment has been awarded that will affect the payroll. Failure to notify the Township Administrator or Department Supervisor may result in disciplinary action.

Section 4.02 Overtime

- A. Overtime is generally discouraged and is only for emergencies. The appropriate Department Supervisor or designee must approve all overtime. Scheduled overtime, which is subsequently cancelled, shall not entitle the employee to any overtime compensation.
- B. In the event an employee is required to work overtime and the employee is not a member of a Collective Bargaining Group or is guaranteed some special consideration that adjusts a typical work week or regular hours worked in a specific pay period, that employee shall be entitled to overtime compensation at one and one-half (1-1/2) times their regular hourly rate of pay for all hours

worked in excess of forty (40) hours in one workweek in ¼ hour increments.

- C. Fire fighter overtime shall remain compliant with Fair Labor Standards Act (FLSA).
- D. For purposes of this policy, paid leave time (paid sick leave, personal, funeral, holidays, vacation) shall be considered time worked. Time spent overnight on official Township business shall not be considered time worked for purposes of calculating overtime.
- E. Unless specified otherwise in an employment contract or labor agreement, employees do not earn compensatory time. However, when economic necessity so dictates, the Township may offer compensatory time in lieu of cash payment for overtime worked. Compensatory time must be used, at times agreeable to the employee and the employee's supervisor, within one hundred eighty (180) days of earning, or it will be paid.
- F. Full-time employees who are eligible to work overtime are required to report the overtime worked on their time sheets.
- G. Employees who are not governed by a Collective Bargaining Agreement or by some other stipulation that modifies a typical work week or regular hours worked in a specific pay period, may elect to accumulate Compensatory time for overtime hours worked at the rate of 1 ½ hours for each hour worked up at a maximum of 40 hours. The Employee may elect to use this time in a manner consistent with the Vacation Leave Procedure, subject to Supervisor's approval.

Section 4.03 Expense Reimbursement

- A. Employees of the Township will receive reimbursement for expenses incurred while traveling on official Township business. Employees are eligible for expense reimbursement only when the Board of Trustees, through the Township Administrator or Department Supervisor, has authorized travel. Expenses shall be reimbursed in the following manner.
 - 1. Mileage, Parking, and Tolls
 - a. Employees shall be reimbursed for actual miles when a Township vehicle is unavailable, while on Official Township business, at the IRS approved rate in effect at the time of the travel.
 - b. Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking

costs and highway tolls are required.

2. Meals

- a. ~~Expenses incurred for meals while on official Township business will be reimbursed within the range established by the Board. Meals will be reimbursed upon submission and approval of itemized receipts at actual cost, not to exceed \$50 per day.~~
- b. *All meals shall be reimbursed up to the per diem rates set by the IRS each year for that area being traveled to.*

3. Overnight Trips

- a. Expenses covering the actual cost of a motel room will be reimbursed in full when an employee travels out of the Township on official Township business, and such travel requires an overnight stay. Motel expenses will be reimbursed *in full with a receipt* only with prior written authorization from the Board of Trustees, through the Township Administrator or Department Supervisor.
- b. *All other overnight travel without a receipt for deployment or other training shall be reimbursed up to the per diem rates set by the IRS each year for that area being traveled to.*

4. No alcohol or personal items are to be purchased or reimbursed through township funds.

5. Employee Owned or Controlled Benefit (Reward) Cards

- a. Employees shall not be permitted to use Benefit or Reward Cards to personally accumulate cash or anything else of value for or with the purchase of items or services used in conjunction with the Township Operation unless pre-approved by the Township Administrator. Employees shall be permitted to use the Benefit or Reward Cards to upgrade Township travel accommodation or other services that do not result in any additional expense to the Township

Section 4.04 Retirement Plan

- A. Most Township employees and full-time police officers are required by law to participate in the Ohio Public Employees Retirement System (PERS). Eligible employees are required to contribute a percentage of their gross pay, deducted each pay period, as determined by the PERS.

- B. Full-time firefighters are required by law to participate in the Police and Firemen's Pension Fund (PFPF) or the Ohio Public Employees Retirement System (PERS). Eligible employees are required to contribute a percentage of their gross pay, deducted each pay period, as determined by the PFPF or PERS.
- C. These plans, (PERS & PFPF) are independent of the Federal Social Security System. Information on these retirement plans may be obtained by contacting the Township Administrator. If an employee has any further questions regarding the benefits available under these plans, the employee may contact the following:

Public Employees Retirement System
277 East Town Street
Columbus, Ohio 43215
(614) 466-2085

Police and Firemen's Disability and Pension Fund
230 East Town Street
Columbus, Ohio 43215
(614) 228-2975

Section 4.05 Occupational Injury Leave

- A. In lieu of Workers' Compensation, an employee who suffers from a service-connected injury or illness incurred during and arising out of employment with the Employer shall be eligible for paid injury leave. Injury leave shall be available for up to seven hundred twenty (720) hours.
- B. To be eligible for this leave, the employee shall apply to BWC for medical benefits (but not lost income benefits) and the claim must be allowed, or otherwise compensable, by BWC. The employee may apply for lost income benefits toward the end of the injury leave if it is known that the absence will continue beyond the paid leave, or the leave may be extended at the discretion of the Administrator. The employee may utilize sick time or other approved leave of absence to supplement Workers' Compensation benefits. During the seven hundred twenty (720) hour absence, the employee shall not be charged sick time.
- C. The Employer has the right to review the employee's physical and mental status every thirty (30) days of absence in order to determine the employee's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the Employer's physician, the issue shall be submitted to a third physician mutually selected by the employee and the Employer from a list submitted by the Academy of Medicine of Greater Cincinnati. The decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The employee and the Employer shall equally pay the services of the third physician.

- D. The seven hundred twenty (720) hour injury leave is available for each distinct, separate injury or illness. Reoccurrence of the same injury/illness and/or follow-up medical treatment related to the original injury/illness shall be charged to the original seven hundred twenty (720) hours.
- E. Employees on approved injury leave paid by the Employer remain in active pay status and earn sick leave during the leave. Employees on Workers' Compensation lost income benefits are not in active pay status and do not earn sick leave or other benefits.

Section 4.06 Insurance

- A. The Township may make available health and hospitalization insurance with supplemental benefits to its full-time employees.
- B. The determination of carriers and/or method of providing insurance is the responsibility of the Board of Trustees. Employees will be notified of any change in carriers or methods of providing insurance.

Section 4.07 Health Insurance Coverage Following Separation

- A. The Township Administrator or designee shall inform the employee of their right under COBRA to continue coverage under the health insurance group after cessation from payroll through the assumption of premium costs. The employee's spouse, and/or dependents may also be eligible. The following is general information on how COBRA works. (Specific information may be obtained from the Township Administrator or designee).
- B. The continuation period is thirty-six (36) months for:
 - 1. Children of current employees who lose eligibility because of age;
 - 2. Surviving spouses and children of deceased employees; and
 - 3. Separated, divorced, or Medicare ineligible spouses and children of current employees.
- C. The eighteen (18) month continuation option applies to employees and their dependents when coverage would otherwise end due to:
 - 1. Reduction in work hours;

2. Voluntary termination;
 3. Layoff for economic reasons; and
 4. Discharge for misconduct (other than gross misconduct).
- D. Persons eligible for such continuation of group coverage have sixty (60) days from the date that coverage would otherwise end, or the date they are notified of the continuation option, whichever is later, to elect such coverage. Individuals who choose to continue group coverage, will be required to pay the monthly premium.
- E. Coverage may be extended from eighteen (18) to twenty-nine (29) months for those persons deemed to be disabled under the Social Security Act at the time of separation. The beneficiary must notify the Township Administrator of the qualification during the first eighteen (18) months.
- F. Such continued coverage will end if:
1. The group terminates all health plans offered to employees;
 2. An individual covered under this provision becomes eligible for another health plan due to reemployment, marriage, or attainment of Medicare eligibility;
 3. Premium is not paid.
- G. The notice does not change any other terms of the group coverage.
- H. The employee, spouse, and/or dependents will be responsible for the total premium payment; and the Township reserves the right to add a two percent (2%) charge for administrative costs.
- I. Questions and/or requests for more information should be referred to the Township Administrator or designee.

Section 4.08 Tuition Reimbursement Policy

- A. In order to encourage more professional development, the Township offers a tuition assistance program to eligible non-union employees who complete college or other educational courses with a passing grade or certificate of completion if no grade is provided for the course.*
- B. To participate in the program, the employee must be a full-time or part-time regular employee who has completed one year of employment or who is approved or directed*

by the Board to participate in this program.

- C. College or other educational tuition assistance must be submitted and approved prior to registration for the course. The employee, after presenting documentation to the Township Administrator demonstrating satisfactory completion of the course, will be reimbursed for fees or tuition costs as specified in this policy.*
- D. The Township shall not pay/reimburse for the costs of college textbooks or supplies. Educational tuition assistance may not exceed \$5,000.00 per calendar year per employee. The Township shall only pay/reimburse for the cost of one course per semester/quarter. A part-time, regular employee will be reimbursed proportional to his/her percentage of regular hours scheduled during a normal work week of 40 hours. For example, a part-time, regular employee scheduled to work a 30-hour work week will be reimbursed 75% of their cost of tuition.*
- E. For job-related education and/or training assisted by the Township Administrator or the Board of Trustees, the Township will pay the following expenses:*
 - 1. Registration/course and fees*
 - 2. Travel and meal expenses as set forth in Section 4.03 of this manual*
 - 3. Manuals and supplies included in the registration fees*
- F. If an employee receives any tuition assistance from the township, then the employee must commit to working for the Township for a three-year period after reimbursement is received. If the employee leaves prior to the end of the three-year period, then the reimbursement must be paid back to the township in prorated amounts. For example, if the employee leaves employment within the first year, the employee would owe the township in the amount of 75%; within 2 years 50%; within 3 years 25%.*

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-56**

RESOLUTION APPROVING PAYMENT TO SEDGWICK IN THE AMOUNT OF \$8,850.00.

WHEREAS: Sedgwick is Fairfield Township's third-party administrator for Ohio Bureau of Workers' Compensation claims; and

WHEREAS: Fairfield Township has qualified for the 2026 OHIO TOWNSHIP ASSOCIATION Workers' Compensation Group Rating program; and

WHEREAS: In addition to premium savings, joining a Sedgwick administered group rating program gives access to the industry leader in workers' compensation; and

WHEREAS: The projected maximum refund amount will be up to \$76,211 with the maximum projected assessment being \$6,079.00 depending on the performance of the entire group; and

WHEREAS: This payment will be taken out of the following fund numbers, #1000, #2021, #2081 & #2111.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby approves the payment of \$8,850.00 to Sedgwick, PO Box 89456, Cleveland, OH 44101-6456, for services as set forth in the Agreement attached hereto as Exhibit "A".

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Shannon Hartkemeyer: _____

Michael Berding: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director

March 7, 2025

KIMBERLY LAPENSEE
FAIRFIELD TOWNSHIP / BUTLER COUNTY
6032 MORRIS ROAD
HAMILTON, OH 45011

Re: Group Retrospective Rating Re-Enrollment for Policy # 30920104

We are pleased to announce that your organization has qualified for re-enrollment in the 2026 Ohio Township Association Retro Group.

2026 Group Retrospective Rating projection:		Max Refund	Max Assessment
Projected Premium	\$ 121,587		
Target Refund %	32%	62.68%	5%
Target Refund \$	\$38,908	\$ 76,211	\$ 6,079

*Actual group refunds/assessments will be dependent on the performance of the entire group.
BWC will conduct three (3) annual evaluations to determine the refund/assessment.
Evaluations will take place at 12, 24, and 36 months after the end of the policy year.*

Our group retrospective programs are successful and consistently generate significant refunds because of our focus on safety best practices, client education, and aggressive claims management.

To re-enroll, simply sign and return the enclosed U-153 enrollment form with invoice and payment, or enroll online at www.sedgwick.com/ohiotpa/enroll.

Join our program and receive these services:

- Claims management
- Hearing representation
- Review of BWC rates and invoices
- Online account access
- Educational opportunities
- BWC updates

To discuss our Group Retrospective Rating Program or related services, please contact Tammy Ring at 614-266-9516 or Tammy.Ring@sedgwick.com.

As a reminder, when enrolling in a group retrospective rating program, BWC does not allow the stacking of discounts with any of the following programs: \$15k Medical Deductible, Claim Impact Reduction, Substance Use Prevention & Recovery Bonus, and Transitional Work Bonus. However, Group Retro has the potential to provide significant refunds in comparison to these other alternative rating programs.

2026 Group Retrospective Rating Analysis

Employer: Fairfield Township / Butler County
Policy No.: 30920104

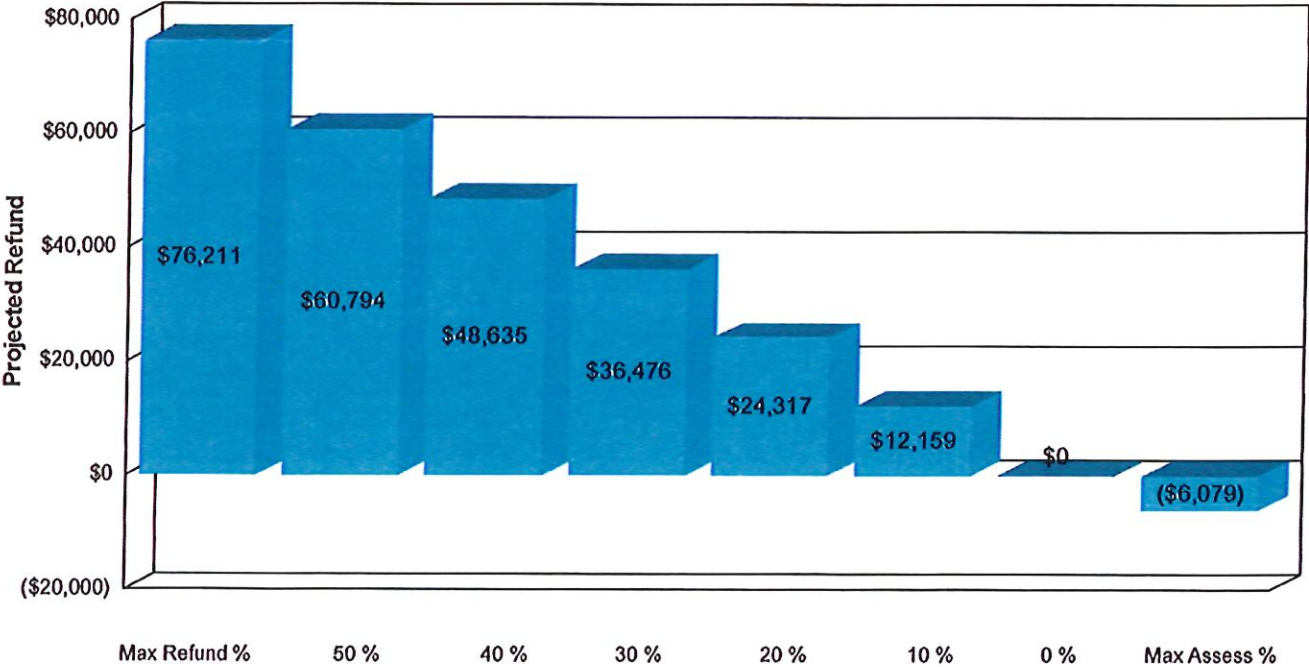
Projections based on: TM: -4% EMR: 0.96

Estimated Standard Premium:	\$121,587
BWC Assessments:	\$0
Estimated Individual Premium:	\$121,587

BWC will conduct three (3) annual evaluations to determine the refund/assessment. Evaluations will take place at 12, 24, and 36 months after the end of the policy year.

Max Refund: 62.68%	Max Assessment: 5%
Projected Maximum Refund: \$ 76,211	Projected Maximum Assessment: \$ 6,079

Estimated Refund Range



*The 2026 premium amounts are for the payroll period from 1/01/2026 to 12/31/2026.

Actual group refunds/assessments will be dependent on the performance of the entire group. This projection is to be used as a guideline only for decision making purposes. The results should not be construed as actual.



RENEWAL INVOICE

EXHIBIT A

Bill To:

KIMBERLY LAPENSEE
FAIRFIELD TOWNSHIP / BUTLER COUNTY
6032 MORRIS ROAD
HAMILTON, OH 45011

Table with 2 columns: Policy Number, Invoice Date, Invoice Number, Payment Due Date, Group Number, Rating Year, Annual Fee. Values include 30920104, March 7, 2025, 1552280, UPON RECEIPT, 3579, 2026, \$ 8,850.

Ohio Workers' Compensation Group Retrospective Rating Program

The enrollment fee of \$ 8,850 includes:

- Services for the annual contract period beginning 7/1/2025
Policy Year: Group Retrospective Rating enrollment for January 1, 2026 to December 31, 2026

To enroll:

- Pay online at www.sedgwick.com/ohiotpa/enroll or
Sign and return enclosed U-153 enrollment form and invoice with remittance
o Email to ohio.group@sedgwick.com or mail to: Sedgwick, PO Box 89456, Cleveland OH 44101-6456
o Include check made out to Sedgwick or complete credit card portion of this invoice.

Form for credit card payment including logos for American Express, MasterCard, VISA, and DISCOVER. Fields include Credit card number, Amount to be charged (\$ 8,850), Expiration date, Print name as it appears on card, and Authorized Signature.

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein https://viaoneohio.sedgwick.com/Rating/2026PEgroupcontract.pdf (password: group2026).

This invoice is for Sedgwick's workers' compensation third party administration services pursuant to a service agreement between your company and Sedgwick. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

X

Signature Printed Name Title Date
klapensee@fairfieldtwp.org 513 785 2299
Email Address Phone number

Questions?
Contact Tammy Ring at 614-266-9516 or
Tammy.Ring@sedgwick.com

If your organization has merged with or acquired another company in the last year or plans to up through the policy year noted above, initial here and contact our office immediately to review your options.

If a W-9 is needed visit https://viaoneohio.sedgwick.com/Rating/SedgwickW9.pdf

Invoice #: 1552280

Ohio Township Association Retro Group, group #3579 (2026) GRC-M
Sedgwick / policy #30920104

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-57**

**RESOLUTION APPROVING EXPENSES FOR CLEAN-UP DAY WITH RUMPKE
IN THE AMOUNT NOT TO EXCEED \$10,000.00.**

WHEREAS: The Township sponsors a clean-up day for the residents of the township every spring and dumpsters are needed for the event;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the payment to Rumpke in the amount not to exceed \$10,000.00 for dumpsters that will be used at the Spring Clean-up event on April 26, 2025. This will be paid out of General Fund No. 1000.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director



Proposal

Quote #:	1
Issue Date:	March 6, 2025
Customer #:	01-104815 / 01-145400
PO#:	N/A

EVENT: Fairfield Township Cleanup 2025
 EVENT DATE: Saturday, April 26th, 2025

SERVICE INFO: Fairfield Township
 6048 Morris Rd.
 Hamilton, OH 45011
 Chuck Goins
 513-785-2266
cgoins@fairfieldtp.org

BILLING INFO: Fairfield Township
 6082 Morris Road
 Hamilton, OH 45011
 Chuck Goins
 513-785-2266
cgoins@fairfieldtp.org

PRODUCT/SERVICE NAME	QUANTITY	UNIT PRICE	TOTAL
Roll Off Trash Service			
30 Yard Trash Roll Off Per Load	12	\$ 485.00	\$ 5,820.00
30 Yard Trash Roll Off - Delivery Fee	12	\$ 150.00	\$ 1,800.00
Trash Over 5 tons per ton fee		\$ 45.00	
30 Yard Roll Off - Tires	1	\$ 325.00	
30 Yard Roll Off - Delivery Fee	1	\$ 150.00	
Tires per ton disposal fee		\$ 325.00	
Fuel Surcharge	1	17.00%	\$ 933.12
Roll Off Trash Total			\$ 8,553.12

EVENT TOTAL \$ 8,553.12

DELIVERY INFO

Delivery Date:	Friday 4/25/23 - Morning after 9am
Removal Date:	Monday 4/28/23 - Morning after 9am
Service Dates:	NONE

Any above totals are estimations only. All tonnage and it's corresponding fees will be calculated after dumpsters/trucks are weighed. Any above fuel surcharge is an estimate only, and will be determined once the April fuel surcharge percentage is released.

NOTES: ** No switch outs during clean up - delivery & removal only **

Quote includes delivery, removal, fuel, tax, scheduled services.

If we are unable to deliver due to restricted access or other, a charge of \$125 per occurrence will incur.

Roll Off must be on gravel or concrete, or must be placed on two 4x8 sheets of plywood supplied by the customer.

To accept this proposal, please sign & return to:

David Jacobs
 Cincinnati Sales
david.jacobs@rumpke.com
 513-851-0122 ext 6524

X

After Hours Emergency: 513.741.5252 - ROLL OFF DISPATCH

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-59**

**RESOLUTION APPROVING THE PURCHASE OF TWO (2) NEW MOWERS FOR THE
PUBLIC WORKS DEPARTMENT FROM FAIRFIELD MOWER EQUIPMENT IN THE
AMOUNT OF \$26,518.00.**

WHEREAS: The Public Works Department currently employs eight full-time employees; and

WHEREAS: The Public Works Department is required to mow many areas of the township which include public rights-of-way, parks and all public buildings owned by the township; and

WHEREAS: The two (2) new mowers will replace two existing mowers that are 7 years old, resulting in more safe and efficient service for Township employees and residents;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby approves the purchase of two (2) new mowers for the public works department, from Fairfield Mower Equipment in the amount of \$26,518.00, attached hereto as Exhibit "A", and will be paid from JEDD Fund #2901.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director



**4847 Factory Drive
Fairfield, OH 45014**

www.fairfieldpowerequipment.com

Status: Hold
Make
Type

Invoice Number **128634**
Date Created **10/08/2024**
Date **03/04/2025**
P.O. #
Ref. Number

Phone: 887-4403 513-939-6567
FAIRFIELD TOWNSHIP, JEFF
6032 MORRIS RD
FAIRFIELD TWP OH 45011

Service Required:

QUOTE FOR 2 NEW CHEETAH 2. MSRP AS OF NOW IS 16999.00 AFTER SOURCEWELL HERE IS THE CURRENT PRICING. 2 DIFFERENCES BETWEEN THIS MOWER AND YOUR EXISTING. THIS IS A 40HP VANGAURD VS A 37 WHICH IS ON THE EXISTING AND THE NEW ONES HAVE A SUSPENSION SEAT ON IT ALONG WITH THE SUSPENSION PLATFORM.

Item Number	Description	Qty	Unit Price	Ext. Price	W/SO
MIFPEMISC	8A54W/SCZII-61V-40BV-EFI	2	\$13,259.00	\$26,518.00	

No returns after 30 days.. No returns without original invoice.. Restocking charge of 20% on all return.. All returns must be in original package and unopened.. No returns on electrical parts or special order items

Visit us @ (WWW.fairfeildpowerequipment.com) and register with your email address for special internet savings

Shipping Charges \$0.00	Ship Via	Labor \$0.00	Pickup & Delivery	Shop Materials \$0.00	EPA Charge \$0.00	Restocking Fee
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S/O Items	Taxable Items	26,518.00	Transaction Total	\$26,518.00
S/O Shipping	Non Taxable Items	\$0.00		
S/O Tax	Tax	\$0.00		
S/O Total	Total	26,518.00		
S/O Deposit Amt				

S/O Balance Due: 26518

Balance Due \$26,518.00

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-60

**RESOLUTION AUTHORIZING THE REMOVAL, REPAIR, OR SECURANCE OF
UNSECURE AND/OR UNSAFE BUILDING AT 5824 REIGART ROAD.**

WHEREAS: Pursuant to Ohio Revised Code Section 505.86, a Board of Trustees may provide for the removal, repair, or securance of buildings or other structures in the Township that have been declared unsecure, unsafe, or structurally defective by the Fairfield Township Fire Department, or by the Butler County Building Department pursuant to authority granted under Chapter 3781 of the Revised Code for the enforcement of building regulations or the performance of building inspections in the township, and;

WHEREAS: The Fairfield Township Zoning Department and the Fairfield Township Fire Department have received complaints regarding, and have subsequently investigated the conditions present on, the following property:

<u>Address</u>	<u>Auditor's Parcel ID # (PIN)</u>
5824 Reigart Rd, Hamilton, OH 45011	A0300050000010

and have determined that the structures situated thereon to be unsafe, unsecure, and structurally defective, to such an extent as to represent a direct and real threat to the public health and safety, thereby constituting a nuisance as documented in photographic evidence identified as Exhibit "A" as an attachment to this Resolution, and;

WHEREAS: The Fairfield Township Fire Department has determined that the structures and conditions present on the aforementioned property are unsafe and structurally defective, and a danger human life and the public welfare, as outlined in Exhibit "A", and;

WHEREAS: The owner(s) of record of the aforementioned properties have elected not to pursue removal of the unsafe and structurally defective structures;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Fairfield Township, Butler, Ohio, by authority of Section 505.86 of the Ohio Revised Code, as amended, as follows:

SECTION 1. The structure located at, 5824 Reigart Road, Hamilton, OH 45011/ PIN A0300050000010 is hereby determined to be:
Unsafe, unsecure, and structurally defective, thereby constituting a direct threat to the public health & safety and requiring removal pursuant to Section 505.86 of the Ohio Revised Code.

SECTION 2. The Fairfield Township Board of Trustees hereby declares its intention to make entry onto the property identified herein for the purposes of taking any and all actions necessary to secure the unsafe structures and remove the direct threat to the public health, safety and welfare situated therein, pursuant to Section 505.86 of the Ohio Revised Code.

- SECTION 3. The Board of Trustees hereby gives notice to all “parties in interest” as further defined in ORC 505.86, that the securance of said structures will occur at least thirty (30) days after the date upon which the Board of Township Trustees gives notice by certified mail, return receipt requested, to each party in interest of its intention with respect to the removal, repair, or securance of an insecure, unsafe, or structurally defective or unfit building or other structure.
- SECTION 4. The Board of Trustees hereby directs notice to any parties in interest also be published in the Journal News, a newspaper of general circulation within Fairfield Township.
- SECTION 5. Pursuant to ORC 505.86(C)(1), any and all parties in interest are hereby notified that each party in interest is entitled to a hearing if the party in interest requests a hearing in writing within twenty days after the date of mailing of this notice. The written request for a hearing shall be made to the Township Fiscal Officer.
- SECTION 6. Pursuant to ORC 505.86(C)(2), if a party in interest timely requests a hearing, the Board shall set the date, time, and place for the hearing and notify the party in interest by certified mail, return receipt requested. The date set for the hearing shall be within fifteen days, but not earlier than seven days, after the party in interest has requested a hearing, unless otherwise agreed to by both the board and the party in interest. The hearing shall be recorded by stenographic or electronic means.
- SECTION 7. If a party in interest requests a hearing pursuant to ORC 505.86(C)(3), the Board of Trustees shall make an order deciding the matter not later than thirty days after said hearing. The order may dismiss the matter or direct the removal, repair, or securance of the building or other structure. At any time, a party in interest may consent to any such order.
- SECTION 8. Pursuant to ORC 505.86(C)(4), a party in interest who requests and participates in a hearing, and who is adversely affected by the order of the board, may appeal the order under Section 2506.01 of the Ohio Revised Code.
- SECTION 9. If no hearing is requested by a party in interest pursuant to ORC 505.86(C)(3), the Board of Trustees issues an order thirty (30) days from the date of mailing notice of the adoption of this Resolution. This order directs the removal, repair, or securance of the building or other structures. At any time, a party in interest may consent to this order.
- SECTION 10. The cost of the securance of the structures and all associated site restoration work shall be assessed to the parcel or parcels of record and the county auditor shall place the costs upon the tax duplicate as certified by the Fairfield Township Fiscal Officer. The costs are a lien upon such lands from and after the date of entry. The costs shall be collected as other taxes and returned to the township general fund.
- SECTION 11. The Township Administrator, or appointed representative, is hereby authorized by the Board of Trustees to execute any agreement between a party in interest and the Board of Trustees to perform the removal, repair, or securance of the insecure, unsafe, or structurally defective or unfit building or other structure as otherwise permitted pursuant to Section 505.86 of the Ohio Revised Code.

SECTION 12. That this Board hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 13. The Board hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this Resolution upon its first reading.

SECTION 14. This Resolution shall take effect immediately, or upon the earliest date as otherwise allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:

Katherine L. Barbieri, Township Law Director



Fairfield Township Fire Department
6048 Morris Road Fairfield Twp, Ohio 45011
Ryan D. Berter, Fire Chief
Phone 513-887-4402



To: Chuck Goins, Asst. Administrator
6032 Morris Road.
Fairfield Township, Ohio 45011
Reference: 5824 Reigart Rd.

March 24th, 2025

The above listed structure was inspected on March 24th, 2025 by the Fairfield Township Fire Department at the request of the Asst. Administrator. The inspection was done pursuant to Ohio Revised Code 505.86

The fire department found that the condition of the property requires immediate action in order to ensure the safety and well-being of the general public and first responders. The inspection revealed several conditions that include unsecure, unsafe and structurally defective areas. The structure at the time of inspection revealed unsecured windows/doors and structural damage. Unfortunately, this allows unrestricted access by people and animals as well as the weather to penetrate the structure causing portions of the structure to be structurally unsound.

The Fairfield Township Fire Department hereby declares the above listed structure to be unsecure, unsafe and structurally defective. The department recommends that the Board of Trustees follow the procedure listed in ORC 505.86 to remove or correct the above conditions listed in this inspection report.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jordan Peters', with a long horizontal line extending to the right.

Jordan Peters
Captain

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-61**

**RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT OR
OTHERWISE CONTINUE A GOVERNMENTAL NATURAL GAS
AGGREGATION PROGRAM.**

- WHEREAS:** The Ohio General Assembly has authorized Boards of Township Trustees to aggregate the retail natural gas loads located in their respective jurisdictions and to enter into service agreements to facilitate the purchase and sale of natural gas; and
- WHEREAS:** On November 3, 2015, the residents of Fairfield Township, Butler County Ohio voted to approve opt-out electric and gas programs for eligible Township residents and businesses; and
- WHEREAS:** The Board of Trustees of Fairfield Township, Butler County, Ohio has taken various steps since the natural-gas program's inception to ensure that the eligible residents and businesses of the Township receive the best possible service and rate for natural gas; and
- WHEREAS:** The Township last authorized the continuation or renewal of a natural gas aggregation rate via the adoption of Resolution 2024-121 on August 13, 2024, with the intent of effecting the continuation of the Township's Natural Gas aggregation program; and
- WHEREAS:** The Township's current natural gas aggregation rate of .5894 per/ccf will expire in October of 2025 and it is necessary to authorize the Township Administrator to work cooperatively with Energy Alliances to secure the most competitive rate for Township natural gas aggregation customers for the upcoming renewal term.

NOW, THEREFORE, BE IT RESOLVED, by the Trustees of Fairfield Township, Butler County, Ohio, as follows:

- SECTION 1:** The Board of Trustees hereby authorizes the Township Administrator to negotiate and enter into a natural gas aggregation agreement with a natural gas supplier in consultation with, and upon recommendation of Energy Alliances, Inc. the Township's energy aggregation consultant, provided that the accepted aggregation rate is below the current Duke Energy Ohio Gas Cost Recovery ("GCR") rate at the time of execution, for a period of not to exceed 24 months from the state of the program.
- SECTION 2:** The Board further authorizes the Township Administrator to enter into or execute any other agreements or documentation in furtherance of the Township's natural gas aggregation program.
- SECTION 3:** This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.
- SECTION 4.** The Trustees hereby dispense with the requirement that this resolution be read on two separate days, pursuant to ORC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 5: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 6: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-62

RESOLUTION AUTHORIZING INCREASES FOR THE PART-TIME FIRE EMPLOYEES.

WHEREAS: The Board has determined pay raises for employees as listed on the attached Exhibit "A"; and

WHEREAS: Raises will be effective for the first full pay period after the effective dates listed on Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board approves raises for part-time fire employees as listed on Exhibit "A" for the first full pay period after the effective dates listed on Exhibit "A". For probationary employees raises will be effective the first full pay period after their probation period has been completed.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director



Fairfield Township Fire Department
6048 Morris Rd Fairfield Twp, OH 45011
Ryan D Berter, Fire Chief

To: Kim Lapensee, Administrator
From: Ryan Berter, Fire Chief
Date: 02/13/2025
Subject: Part Time Pay Rates

With our reliance on our part-time employees diminishing, I believe we have come to the point of revamping our part time pay system. While our reliance has been reduced, we must still maintain a contingent of quality part-time employees.

In the past, to retain part-time members we have provided longevity incentives that have caused some trouble in forecasting actual costs. This system has created issues with accuracy in hourly wages with part time employees.

I am recommending we move to a flat rate for each certification level for part-time employees, one rate for EMT's and one rate for Paramedics.

Receiving the pay rate for 22 area fire departments we found the averages to be as follows.

Paramedic- \$21.40
EMT- \$18.65

Our current starting rate for each level is as follows.

Paramedic \$ 19.30
EMT-\$18.50

Moving to one flat rate I would suggest the following rates to keep us competitive, this puts us just above the average for the area, ensuring we can continue to attempt to attract part-time staff.

Paramedic- \$22.00
EMT- \$19.50

These rates will only change if and when the Board approves a pay increase each year for non-contractual employees.

This will have the following budgetary impact for 2025, \$16,700. This is applying the raise to those it affects, assuming an average of 1000 hours per employee.

Those employees that are above the proposed rate will remain at their current rate until such time as the two flat rates catch up to them.

Employee	Cert Level	Current Rate	Hourly Increase	2025 Cost of Increase
Pack	EMT	\$21.50	No Change	
Popp	EMT	\$19.50		
Potter	EMT	\$22.50		
Silletti	EMT	\$18.50	\$1.00	\$1,000.00
Smith	EMT	\$18.50	\$1.00	\$1,000.00
Spears	EMT	\$18.50	\$1.00	\$1,000.00
Ulrich	EMT	\$20.50	No Change	
Morrow	EMT	\$18.50	\$1.00	\$1,000.00
Mudd	EMT	\$18.50	\$1.00	\$1,000.00
Miller, S	EMT	\$25.50	No Change	
Monohan	EMT	\$19.50		
Messerschmitt	EMT	\$20.50		
Maurer	EMT	\$19.50		
Lockwood	EMT	\$18.50	\$1.00	\$1,000.00
Fritz	EMT	\$18.50	\$1.00	\$1,000.00
Gabbard	EMT	\$18.50	\$1.00	\$1,000.00
Healy	EMT	\$18.50	\$1.00	\$1,000.00
Brown	EMT	\$18.50	\$1.00	\$1,000.00
Dykes	Paramedic	\$24.80	No Change	
Helmuth	Paramedic	\$19.30	\$2.70	\$2,700.00
Kren	Paramedic	\$21.80	\$0.20	\$200.00
Lusby	Paramedic	\$20.00	\$2.00	\$2,000.00
J Miller	Paramedic	\$26.80	No Change	
Montgomery	Paramedic	\$24.80		
Morath	Paramedic	\$20.80	\$1.80	\$1,800.00
Total Impact 2025				\$16,700.00

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-63

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN A LEASE AGREEMENT
WITH WEST CHESTER TOWNSHIP FOR USE OF A FIRE ENGINE.**

WHEREAS: West Chester Township has a need to lease a fire engine from the Township because their back up engines were involved in accidents and are no longer available for use; and

WHEREAS: Fairfield Township does have a backup engine available for West Chester Township to use while they are waiting for their new engine for the next two years: and

WHEREAS: The Board finds the terms of the attached lease to be reasonable;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

SECTION 1: The Board hereby authorizes the Administrator to sign a lease agreement with West Chester Township for the lease of a fire engine, attached hereto as Exhibit "A" .

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: April 8, 2025

Board of Trustees

Vote of Trustees

Michael Berding: _____

Shannon Hartkemeyer: _____

Joe McAbee: _____

AUTHENTICATION

This is to certify that this is a resolution which was duly passed, and filed with the Fairfield Township Fiscal Officer this _____ day of _____, 2025.

ATTEST:

APPROVED AS TO FORM:

Shelly Schultz, Fairfield Township Fiscal Officer

Katherine Barbieri, Township Law Director

FIRE/EMS APPARATUS LEASE AGREEMENT

This FIRE/EMS APPARATUS LEASE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between _____ ("Lessor"), and _____ ("Lessee"). Both Lessor and Lessee are Ohio political subdivisions.

WHEREAS, the Lessor is the legal owner of certain fire apparatus and desires to lease such equipment to the Lessee on the terms and conditions set forth in this Lease; and

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WHEREAS, the Lessee desires to lease the equipment for its business purposes by agreeing to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and the covenants set forth herein, Lessor and Lessee agree as follows:

Term and Rent. This lease commences on the day the agreement is signed for the fixed rent not to exceed \$100,000.00 for the duration of the lease on or before March of 2027. The Lessee agrees to pay the Lessor in monthly installments of \$4,166.99.

Title. This agreement creates a lease only of the apparatus with no equipment and not a sale thereof or the creation of a security interest therein. The Lessor shall remain the sole owner of the equipment and nothing contained herein or the payment of the rent hereunder shall enable the Lessee to acquire any right, title, or other interest in or to the apparatus.

1. Lessor will provide to Lessee the Apparatus with Vin Number _____ and Apparatus Designation _____ ("Apparatus"), ~~for the term of _____ ("Term")~~ solely for the purpose of _____.

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2. This Agreement commences on the date first stated in this Agreement and ends on March 31, 2027 (the "Lease Term"), unless terminated earlier in accordance with this Agreement.

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3. During the Lease Term, the Lessee shall pay a Rental Fee for the Apparatus in the amount of \$100,000.00. The Lessee shall pay the Rental Fee in equal monthly installments of \$4,166.99 (the "Monthly Rent") due on or before the 15th day of each calendar month during the Lease Term.

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4. The Lessor retains title to the Apparatus during the Lease Term. Upon expiration of this Agreement, or when otherwise terminated under this Agreement, the Lessee shall return the apparatus to Lessor within 15 calendar days.

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5. Lessee's use of the Apparatus is contingent upon Lessee's lawful and safe operation of the Apparatus. Lessee shall only use the Apparatus for official Lessee Fire/EMS business.

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Notwithstanding Section 9.12 herein, if Lessee uses the Apparatus in a negligent, reckless, and/or unlawful manner then Lessor may terminate this Agreement and immediately take possession of the Apparatus.

3.6. Lessee shall ensure that only the employees permitted by the Lessee will operate the Apparatus.

4.7. Lessee understands and acknowledges that it is accepting the Apparatus "as is". Lessor makes no representation or warranty regarding the condition of the Apparatus. Documentation of known deficiencies or damage shall be listed in Appendix A.

5.8. Lessee shall be responsible for the cost of all fuel used and for any and all routine maintenance of the Apparatus during Lessee's possession. Further, Lessee shall pay the costs of repairs for any and all damage to the Apparatus which occurs during or arises out of Lessee's possession of the Apparatus, provided the damage or repair is ~~not connected to the not related to a deficiency or damage condition of the apparatus that existed~~ at the time the Lessee ~~takes took~~ possession.

6.9. Lessee agrees to release Lessor, its agents, employees, and officials from any and all injuries, claims, losses, and expenses, including but not limited to attorneys' fees, experts' fees, court costs, and damages, whatsoever arising out of or in any way related to Lessor furnishing the Apparatus, and any use, operation, or maintenance of the Apparatus by Lessee.

7.10. Lessee shall maintain accident and liability insurance equal to the following during the Term of this Agreement:

<u>Policy Limit</u>	<u>Comprehensive Automobile Liability</u>
\$12,000,000	Bodily Injury & Property Damage Occurrence Limit

In addition, Lessee shall name Lessor as an additional insured on the policy and provide Lessor with a certificate of insurance prior to taking possession of the Apparatus. Lessee shall solely be responsible for the cost of the insurance. If the insurance is canceled, Lessee shall immediately notify Lessor of its cancellation of the policy.

8.11. Lessee shall notify Lessor immediately of any accidents involving the Apparatus, as well as any claims submitted to Lessee resulting from the Lessee's use of the Apparatus.

9.12. Except as provided in Section 2.5 herein, if Lessor determines, at its sole discretion, that Lessee breached this Agreement in any manner, Lessee shall be given ~~fourteen (14)~~ 15 calendar days to remedy said breach. If Lessee fails to remedy the breach, Lessor may immediately retake possession of the apparatus. ~~If Lessor has an immediate need for the Apparatus, Lessor shall give Lessee five (5) business days' notice before retaking possession.~~

~~10.13.~~ Lessee may terminate this Agreement at any time and for any reason. ~~Upon termination by the Lessee, the Apparatus will be returned to the Lessor as soon as is practical.~~

~~11. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.~~

~~12. Any modification of this Agreement will only be effective if it is reduced to writing and executed by a duly authorized representative of each party to this Agreement.~~

~~13.14.~~ Any waiver by the parties of any breach of this Agreement shall be in writing. Any such waiver will be effective only in the specific instance and for the specific purpose for which it is given and shall not affect the parties rights with respect to any other or further breach.

~~14.15.~~ The signatories of this agreement represent that they have the power to bind Lessee and Lessor.

~~15.16.~~ Lessee shall pay, at cost, for any and all special extinguishing agents, associated with the Lessee's use of the Apparatus.

~~16. Nothing contained herein shall supersede or replace any separate preexisting agreements, understanding, or leases separately entered into by the parties.~~

17. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against Lessor or Lessee.

18. Use of the Apparatus by Lessee personnel ~~shall not be deemed nor does not~~ create ~~a joint employment of an employer-employee relationship between Lessor and such Lessee personnel and Lessor that use the Apparatus.~~ Lessee acknowledges that its employees and any other persons retained or hired by the Lessee are not Lessor's public employees. Lessor shall not be responsible for any payments or other duties required by the Ohio Police and Fire Retirement System ("OP&F") for Lessee's employees or persons retained or hired by Lessee. Lessee shall be solely responsible for any contributions or obligations concerning OP&F that arise from the use of the Apparatus by Lessee.

19. This Agreement is not intended to be, nor shall it be construed, as creating a partnership or any other relationship between the parties.

~~20. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did~~

~~not contain the particular provision.~~

20. Neither party waives or limits its statutory immunity by virtue of this contract or the performance thereof.

21. Governing Law. This Lease shall be governed by Ohio law without regard to its conflict of laws principles.

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22. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the Apparatus and supersedes all prior negotiations, agreements, or understandings.

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23. Amendment. This Lease may not be amended except in writing signed by both parties.

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24. Severability. If any provision of this Lease is deemed invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

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25. In the event the Lessor requires the immediate return of the Apparatus due to unforeseen circumstances, the lessee shall return the Apparatus without delay. In this event the monthly rent shall be prorated to the date the Apparatus was returned. Once circumstances allow, the Apparatus will be returned to the Lessee and the terms of the agreement will continue as written.

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26. Force Majeure. Neither party shall be liable for failure to perform due to causes beyond their reasonable control, including but not limited to natural disasters, government actions, or labor strikes.

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IN WITNESS WHEREOF TO EVIDENCE THIS AGREEMENT, Lessor and Lessee, each by a duly authorized representative, have each executed this Agreement ~~as of the date set forth above.~~

LESSOR: _____

By: _____

Signature _____ Date _____

LESSEE: _____

By: _____

Signature _____ Date _____