



REVISED AGENDA

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES MEETING THURSDAY, AUGUST 14, 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 _____

PRESENTATIONS

- A. Miami University – Samy Broyles

OLD BUSINESS

- A. None

ITEMS FOR BOARD DISCUSSION

- A. North Hamilton Crossing
B. Drone for Police Department
C. Sanitary Sewer Main – Vonnie Vale Court/Shafters Run Park

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 Special Meeting, July 1, 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 Jada Lusby from the Fire Department

RESOLUTIONS – Consent Agenda Items

- A. Resolution No. 25-110 Approving Open Purchase Order Balances
- B. Resolution No. 25-111 Authorizing the Appointment of Part-Time Firefighter/EMT Jeramiah Baxter to the Fairfield Township Fire Department, at an Hourly Rate of \$19.50 Per/Hr, with a 12-month Probationary Period.
- C. Resolution No. 25-112 Authorizing the Appointment of Part-Time Firefighter/EMT Jaxen Kegley to the Fairfield Township Fire Department, as an Hourly Rate of \$19.50 Per/Hr, with a 12-month Probationary Period.

FISCAL OFFICER REPORT – Fiscal Officer

ADMINISTRATOR’S REPORT – Administrator

MOTIONS

- A. Motion to Accept a Donation of Eight (8) New Thermal Imaging Cameras, Truck Chargers, and Accessories from Firehouse Subs Public Safety Grant which totals \$19,997.00.
- B. Motion to Accept Street Maintenance for Schul Estates Section 10.

RESOLUTIONS

- A. Resolution No. 25-113 Resolution Authorizing the Administrator to Execute a Natural Gas Aggregation Agreement with a Supplier Recommended by Energy Alliances, Inc.
 - 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.
- B. Resolution No. 25-114 Resolution Authorizing Then and Now Purchase Order to Ohio Treasurer of State for Annual MDT Fees Mobile LEADS Terminal Access in the amount of \$3,000.00 Paid from the Police Fund 2081.
 - 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

C. Resolution No. 25-115 Resolution Authorizing Then and Now Purchase Order to Strategic Solutions at a Price Not to Exceed \$7,000.00 Paid from the General Fund #1000.

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

D. Resolution No. 25-116 Resolution Authorizing Then and Now Purchase Order to Strategic Solutions for Public Records Retention in the amount of \$7,452.32 Paid from the General Fund #1000.

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

- Labor Day Holiday Observed – Monday, September 1, 2025. All township offices will be closed.
- Regular Trustees Meeting – Tuesday, September 9, 2025, at 7:00 PM at the Township offices.
- Patriots Day – Saturday, September 13, 2025, 9:00 AM – 9:00 PM

ADJOURNMENT

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

Project Development Milestones Summer 2025 - Summer 2026

2025

Public Review Of Recommendations (45 days)
Summer 2025

Response to Public Comments
Fall 2025

Prepare Environmental Assessment (EA)
Summer/Fall 2025

2026

Regulatory Agency & Public Review of EA
Early 2026

Public Hearing on EA
Early 2026

Response to Public Comments
Spring 2026

National Environmental Policy Act (NEPA) Decision
Summer 2026

PHASING & TIMING

The NHX project will be built in phases, the timing of which depends on funding availability.

We anticipate that the project will be developed from west to east, with the West Section – including the new bridge – being constructed first due to the condition of the 100-year-old Black Street Bridge. Before the new bridge can be constructed, however, we need to secure funding, then develop detailed project designs, relocate utilities and obtain the necessary right-of-way. This work will take between three and five years to complete. It will take another several years to construct the new bridge.

Timing for the Central and East sections is unknown at this time. Like the West Section, a considerable amount of engineering, design and right-of-way acquisition has to be completed before we can get to construction. This work cannot begin, though, until we've identified and secured the necessary funding.

FUNDING

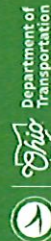
Planning and building the NHX is expected to be a long-term process. Due to its size and magnitude of cost, the project will not be funded in full, all at once. Instead, funding will come in bits and pieces from a combination of federal and local resources over multiple years. Although we expect work to progress primarily from west to east, we will pursue funding opportunities for all parts of the project as they become available. At times, this could shift the order in which some sections of the project are built.

The funding we currently have will allow us to complete the Environmental Assessment process for the NHX project, as well as designs for the river crossing and construction of the NW Washington Roundabouts Project. We are also actively pursuing a series of grants that will allow us to move forward with the remaining components of the West Section. We expect to pursue funding for the Central and East sections of the project later on in the process.

PUBLIC INPUT

Public input is important and will continue to be sought throughout the development of the NHX project. Feedback received will be used to help guide planning and decision-making. Questions and comments can be shared tonight with project representatives, submitted on the project website, or shared by email, mail or phone. Contact:

Allen Messer, Director of Engineering
City of Hamilton | 345 High Street | Hamilton, OH 45011
Allen.Messer@hamilton-oh.gov | 513-785-7286



NorthHamiltonCrossing.org



FACT SHEET

PUBLIC MEETING | JUNE 2025

BUT North Hamilton Crossing | PID 115775

The City of Hamilton and Butler County Transportation Improvement District (BCTID), in coordination with the Ohio Department of Transportation (ODOT), are developing the North Hamilton Crossing (NHX) project to reduce congestion and make travel easier and safer in the northeastern portion of the city.

NHX GOALS

- Improve mobility and reduce congestion
- Improve motorist and pedestrian safety
- Improve connections between the east and west sides of Hamilton
- Make travel across the Great Miami River easier
- Explore opportunities to expand sidewalks and bike paths, and improve public transportation options
- Support growth and redevelopment

PROJECT COMPONENTS

- Components of the NHX project include:
- An improved road connection between North B Street, US 127, SR 4 and SR 129
 - A new bridge across the Great Miami River
 - A new railroad overpass

DEVELOPING ROUTE ALTERNATIVES

Northeast Hamilton is a heavily developed area, and finding a good route for the new road is challenging. Unfortunately, impacts and relocations will be unavoidable. That's why we've taken the time to thoroughly understand local transportation needs and what solutions might work best. We've looked at more than 18 different possible routes and studied how each one could affect the area and the people in it. Along the way, we've also gathered input from the people who live, work and travel through this part of town.

Transportation Studies

We've completed many studies to better understand traffic challenges in the area and how things would change if certain improvements are – or are not – made. We've looked at:

- How traffic flows through the area – the routes people are taking, when, and where there are traffic jams
- How well intersections in the area are working
- Where crashes tend to happen most and why
- How proposed changes would affect traffic flow
- Which changes would best improve the safety of drivers, pedestrians and bicyclists

- Regulated materials – sites with records of hazardous materials, such as Chem-Dyne, industrial facilities, above/underground ground storage tanks, etc.
- Recreational resources – parks, shared-use trails, nature preserves, etc.
- Community features – businesses, schools, neighborhoods, churches, markets, farmlands, etc.

Public Review and Input

The NHX project is being built for the benefit of our community but will also impact some residents and businesses. As such, making sure the community has a voice is and will continue to be important. Past opportunities to keep the community informed and engaged have included:

- 5 Stakeholder Committee meetings
- 2 In-person public meetings
- 2 Virtual Open Houses
- 11 meetings with/updates to local communities and neighborhoods
- Posting updates on the project website: NorthHamiltonCrossing.org

Environmental Studies

The alternative that moves traffic most effectively isn't always the "best" route. We must also consider how each route will impact people and the surrounding area. To do this, we looked at which resources are in the study area and how they might be affected:

- Cultural resources – historic neighborhoods, structures and sites; landmarks, archaeological resources, etc.
- Ecological resources – wetlands, streams, floodplains, forests, etc.

The NHX project has been a city, county and regional transportation objective since the early 2000s. It's been included in local and regional transportation planning documents since 2002 and has remained a top priority in both the City of Hamilton's comprehensive plan, *Plan Hamilton*, and the *Butler County Thoroughfare Plan*.

PROJECT RECOMMENDATIONS

In 2023, findings of the NHX Feasibility Study and feedback received from the public helped us reduce proposed alignment options down to a small group of feasible alternatives. Since then, we've studied the remaining alternatives in more depth and examined some new options suggested by community members. During this process, the NHX study area was divided into three geographic sections – West, Central and East – and the alternatives were studied by section.

Based on engineering and environmental studies, as well as public input received to date, the City and BCTID have identified a recommended route for each section of the NHX project. These are described below, from west to east. It's important to keep in mind that these are recommendations, and a final decision hasn't been made yet. These routes may be adjusted based on further input received from ODOT and the public.

West: Gordon/Rhea Crossing (South River Crossing)

Located south of the two-mile dam and north of the Black Street Bridge, this crossing includes a new bridge across the Great Miami River. It starts where Gordon Avenue and Rhea Avenue intersect with North B Street on the west side of the river and connects with US 127 near the intersection with North 2nd Street on the east side of the river.

[A portion of the West Section – two roundabouts that will replace the NW Washington/North B Street and North B Street/W. Elkhorn Road intersections plus improvements for pedestrians and bicyclists – is being advanced as a separate project, NW Washington Roundabouts Project (PID 120771). Construction for this separate project is expected to begin in 2027.]

Central: Vine Street Connection

This section begins on US 127 across from the Cohen Recycling Center, then turns southeast to cross over the CSX railroad tracks and Vine Street and connects with Heaton Street in the vicinity of North 7th Street. At Heaton and North 11th Street, the road follows a new, short connection to SR 4 just south of the fire station, then crosses through the Butler County Educational Service Center's parking lot and follows Gilmore Avenue to North Fair Avenue.

East: East Connection

Starting at North Fair Avenue, this section of the NHX runs east between the Butler County Fairgrounds and Butler County Children Services/Juvenile Detention Center properties, then turns southeast and travels past the Humane Society before turning south and crossing Princeton Road to connect with SR 129 via Hampshire Drive.

NEXT STEPS

Right now, we're gathering your thoughts on the routes recommended for each NHX section. Once the current public comment period is over on August 8, 2025, the City and BCTID, working in coordination with ODOT, will determine if any further route modifications are needed. Remember, we're still looking at this project from a preliminary level. Many details and specifics have yet to be ironed out. That will happen during the next stages of project development.

Environmental Assessment

This summer and fall, the project team will prepare an Environmental Assessment (EA) to formally document the findings of the environmental studies completed to date and recommend a Preferred Alternative.

Early next year, the EA will be reviewed by ODOT, as well as federal and state agencies. A formal Public Hearing will be held for community members to submit comments on the EA. ODOT will consider public input received before determining whether or not to approve the EA. This determination is expected in Summer 2026. If the EA is approved and a "finding of no significant impact" (FONSI) is issued, we will be able to move forward with design development, pending funding availability. If not, additional environmental studies would be required.

ABOUT THE MAP

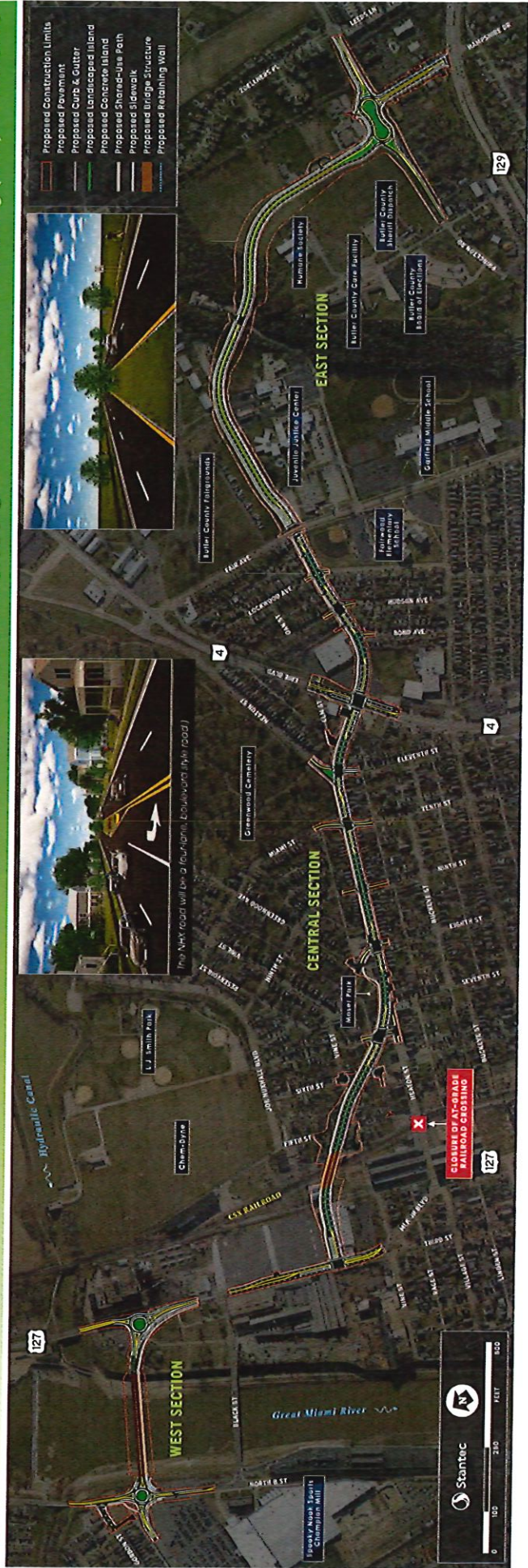
The map below shows the three sections of the Recommended Preferred Alternative for NHX.

1. Keep in mind that this map is still high-level.
2. Many specific details are not yet known.
3. The routes shown may be adjusted as the project continues to be developed in more detail.



Recommended Preferred Alternative

North Hamilton Crossing (NHX) · PID 115775



June 10, 2025

TO: Robert Chabali
Chief of Police

FROM: Doug Lanier
Captain/Asst. Chief of Police

SUBJECT: Implementation of Fairfield Township Police Department Law Enforcement Drone Program

Chief Chabali,

I am writing to propose the implementation of a drone program within our police department. As public safety technology continues to evolve, the use of unmanned aerial systems (UAS), commonly referred to as drones, has proven to be an invaluable tool in modern law enforcement. This has been under consideration within our agency for quite some time; however, other priorities have paused this project for years. It is the appropriate time for our department to establish a drone program, as it is an indispensable tool being used by law enforcement across the country. A drone program reflects our department's commitment to innovation and the continuous improvement of public safety services for our community.

Benefits and Operational Value:

Our police drone program would be a strategic step forward in investigations, enhancing public safety, and modernizing our response capabilities. This specialized equipment will supplement our law enforcement operations and increase our ability to investigate drug crimes and other crimes related to drug activity, as well as to collect evidence for the prosecution of criminals. Drones provide a range of tactical advantages, including aerial surveillance, search and rescue capabilities, scene documentation, and enhanced situational awareness during investigations and critical incidents. These benefits can significantly enhance officer safety and the overall effectiveness of our department's operations while improving the efficiency of the services we provide.

The drones will be used in the furtherance of criminal investigations, search warrants, real-time aerial support, and deployed inside the interior of a building or vehicle where there may be an immediate danger to persons or responding officers. An increase in officer safety is one of the many expected outcomes of the drone. Other examples are assisting in locating fleeing suspects and missing persons, monitoring public events for criminal activity, search and rescue missions, and crash investigations.

By using drones to gather intelligence in investigations and before officers enter potentially dangerous situations, we can better protect both our personnel and the public. Additionally, the presence of drones at large gatherings and events will serve as a visible deterrent to criminal activity while also offering support in crowd monitoring and traffic management.

Regional Integration and Interagency Cooperation

It is common knowledge that most law enforcement agencies in our region have had active drone programs for years, and we rely on them for support if they are available. On the contrary, there have been times when other departments requested our assistance; however, we did not have the equipment and personnel in place to provide drone support. By establishing our program, we will not only be contemporary in police practices, but we will be better positioned to participate in joint operations and have the personnel and equipment to assist others when called upon. This program will enhance coordination and allow us to contribute meaningfully to broader public safety initiatives.

The West Chester Police Department is currently spearheading a master list of all Butler County agency drone programs. Once our agency implements the program, we will be included on this list and work closely with other agencies. Additionally, we will participate in joint, county-wide training opportunities as well as advanced training with agencies in the region.

Program Implementation

I obtained my FAA Part 107 Remote Pilot Certificate in January 2024. For police department operations, I would serve as the program coordinator as outlined in the FTPD policy (pending final approval). Additional drone operators will be selected based on interest, police experience, work history, commitment to the program, and their ability to complete the challenging testing requirements to become an operator.

All operators will be required to obtain their FAA Part 107 Remote Pilot Certificate. This training can be done online from numerous providers for approximately \$150. Once the candidate completes their self-study and thinks that they are ready to take the FAA exam, they will schedule a test date and time at an approved testing site. This proctored FAA exam costs approximately \$175. Once they complete the Part 107 requirements, we will reimburse them up to \$200 for their Part 107 training course and a one-time Part 107 exam fee. FAA Part 107 Operators will also attend drone training, such as the NFPA 2400 sUAS Drone Operator course held at Great Oaks, which is currently \$650.00 per attendee.

The costs associated with launching this program will be covered through the existing drug law enforcement fund and/or the equitable sharing fund. The costs will include law enforcement training, equipment, and applicable operational expenses. The expenditures will follow the

Fairfield Township Police Department's Internal Control Policy, as required by the Ohio Revised Code. I reached out to other Butler County agencies and learned that DSLR Pros is a provider of commercial drones and accessories, and the cost of the equipment is set by the manufacturer.

Drones have various capabilities ranging in size, weight, flight time, accessories, ability to fly in different weather conditions, etc. The following is a summary of the two drones we would initially have in our unit – the Mavic 3T Enterprise and the Matrice 30T, both being professional and commercial series drones with standard visual and thermal imaging cameras. It is ideal to maintain a minimum of two drones in the unit, and it is good to have an inventory that allows quick deployment and the ability to operate in conditions that the other may not.

The Mavic 3T, despite being limited by weather conditions such as rain (no IP rating) and strong winds, is a great tool that can accomplish most jobs. It is lightweight and more portable than larger, more complex drones, and the remote pilot can deploy it quickly during incidents. It can cover large areas using heat signature detection and assist first responders in locating suspects or missing persons. It can also assist fire personnel with finding hot spots from an aerial perspective.

The Matrice 30T costs more than the Mavic 3T due to its capabilities. In addition to what the Mavic 3T provides, it can be flown in harsher weather conditions and has better quality cameras.

- \$ 7,100 – Mavic 3T Enterprise
- \$15,405 – Matrice 30T
- \$22,505 – Total

An additional cost to this program will be DroneSense, a comprehensive drone management and collaboration platform (application). DroneSense describes their application as a flight control interface that automatically logs necessary flight data (3D) and provides live streaming. This application is being used by most Butler County agencies that have a drone unit. It allows other first responders and command staff to view a live stream of the drone's activity on a monitor. It also offers interagency collaboration by allowing a command post to view multiple drones, even if from several agencies, flying on an incident. This platform is key to drone operations, and as with most technology, there would be an annual renewal.

- \$ 4,600 – DroneSense

The costs for the testing process, training, and purchasing some equipment for the police car will be minimal. For instance, a remote drone pilot would need a cost-effective TV monitor, an inverter (charging source), and other small equipment installed in the vehicle. The following costs

are approximate at the time of this report and will be handled on a case-by-case basis as the program progresses.

- \$ 150 – FAA Part 107 Remote Pilot Certificate
- \$ 175 – FAA Part 107 FAA Exam
- \$ 650 – NFPA 2400 sUAS Drone Operator course
- \$ 500 – Outfit vehicle with monitor and inverter
- \$ 1,475 – Testing, training, and vehicle equipment (per remote pilot)

The Drug Law Enforcement Fund has \$22,783.68, and the Equitable Sharing Fund has \$16,518.26, for a total of \$39,301.94. This money can only be used for specific law enforcement reasons, and this would be a valuable investment to supplant police operations and investigations. The implementation of this program would consist of two drones, a software application, and three remote pilots for an approximate cost of \$31,205.

Fund Number	Fund Name	% of Total Pooled	Fund Balance	Investments (Non-Pooled)	Checking & Pooled Investments (Pooled)
2221	Drug Law Enforcement	57.971%	\$22,783.68	\$0.00	\$22,783.68
2911	Equitable Sharing Fund (DEA-Burn)	42.029%	\$16,518.26	\$0.00	\$16,518.26
All Funds Total			\$39,301.94	\$0.00	\$39,301.94

Conclusion

Implementing a drone program is a forward-thinking and cost-effective step that will significantly enhance our department's capabilities. Drones are used almost daily around the county, and it will align us with other law enforcement agencies in the region and the country. Although this technology and police tool have been in use for many years, it will ensure we are not left behind in terms of technological readiness. I respectfully request support and approval to move forward with this program.

Thank you for your consideration and continued support.

Sincerely,



Doug Lanier
Captain

CUSTOMER CARE

130 High Street
Hamilton, Ohio 45011

P: 513.887.3066
F: 513.785.5799

water.bcoho.us



August 8, 2025

Mr. Chuck Goins
Fairfield Township, Assistant Administrator
6032 Morris Road, Fairfield Township, OH 45011

Subject: Transfer of Ownership – Sewer Main Located on Fairfield Township
Property located at 6485 Vonnice Vale Court Fairfield Township, OH 45011

Dear Mr. Goins,

This letter is to formally notify you of a change in ownership status for a portion of sewer infrastructure located on the Fairfield Township property.

Prior to the building expansion of the Fairfield Township building and the Fairfield Township Park bathroom facility, which was designed by your engineer and completed in or around 2020, a public sewer main existed on the property. This sewer main was originally installed to provide public sewer service to the property and to allow for possible upstream development connections in the future.

However, during the expansion project, the newly constructed building was placed directly over this section of public sewer. As a result, this sewer main is now located beneath the building structure and no longer meets the requirements for public sewer infrastructure under BCWS policies and procedures. Additionally, this main no longer provides benefit for future extensions under our current use rules.

For these reasons, Butler County Water & Sewer will reclassify this segment of sewer main as privately owned infrastructure effective immediately. The responsibility for maintenance, repair, and replacement of this sewer line will now rest with the property owner, including the dead-end sewer manhole located on Fairfield Township property, and all the sewer main piping and appurtenances up to and including the connection into our public sewer manhole located at the southeast corner of the intersection of Walden Ponds Circle and Vonnice Vale Ct.

COMMISSIONER
Donald L. Dixon

COMMISSIONER
Cindy Carpenter

COMMISSIONER
T.C. Rogers

Please see Exhibit A for the identification of the sewer main in question and complete, execute, and return (via email) or mail to my attention so we may update our records accordingly as well.

If you have any questions regarding this ownership change, please contact me at 513-887-5699 or by email at james.williams@bcohio.gov

Sincerely,

BUTLER COUNTY WATER AND SEWER DEPARTMENT



James Williams, Director
Butler County Water & Sewer

Exhibit A



Acknowledgment of Receipt and Acceptance

I, the undersigned, acknowledge receipt of this letter from Butler County Water & Sewer, and I understand and accept the reclassification of the sewer infrastructure described herein as privately owned. I further acknowledge that all maintenance, repair, and replacement responsibilities for this infrastructure are now the sole responsibility of the property owner.

For Fairfield Township (Property Owner)

Signature: _____

Name: _____

Title: _____

Date: _____

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-110**

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: August 12, 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 8/7/2025																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Updated as of 8/7/2025									
PO #	Issue Date	Account Code	Acct Amount	Curr Balance	Department	Vendor	Notes		
570-2025	7/3/25	2081-210-251-0000	\$500.00	\$0.00	POLICE	DEVONTE TIPTON	REIMBURSEMENT FOR UNIFORMS		
551-2025	6/26/25	2081-210-323-0000	\$500.00	\$350.00	POLICE	WAYNE'S GARAGE & TOWING, LLC	IMPOUNDED VEHICLES FOR POLICE		
568-2025	7/3/25	2081-210-323-0000	\$500.00	\$500.00	POLICE	VALVOLINE LLC	OIL CHANGES FOR POLICE VEHICLES		
571-2025	7/3/25	2081-210-323-0000	\$1,250.00	\$1,250.00	POLICE	JACOB'S PLUMBING AND EXCAVATING INC	SUMP PUMP REPLACEMENT AT POLICE STATION		
601-2025	7/16/25	2081-210-323-0000	\$1,500.00	\$1,297.58	POLICE	VERTICAL SYSTEMS ELEVATOR	MONTHLY POLICE ELEVATOR INSPECTION		
617-2025	7/24/25	2081-210-323-0000	\$1,063.93	\$1,063.93	POLICE	CRONIN FORD NORTH	REPAIRS ON VEHICLE 007		
618-2025	7/25/25	2081-210-323-0000	\$4,614.39	\$4,614.39	POLICE	FIRESTONE PAYMENT CENTER	REPAIRS ON VEHICLE 003		
580-2025	7/2/25	2081-210-330-0000	\$97.00	\$0.00	POLICE	RYAN ROACH	MEAL REIMBURSEMENT WHILE AT TRAINING		
607-2025	7/22/25	2081-210-330-0000	\$96.20	\$0.00	POLICE	BRANDON McCROSKEY	REIMBURSEMENT - PURCHASED PIZZA FOR OFFICERS WORKING OVI C		
579-2025	7/9/25	2081-210-359-1079	\$800.00	\$800.00	POLICE	BUTLER COUNTY WATER & SEWER DEPT.	WATER INVOICES FOR ALL BUILDINGS		
612-2025	7/23/25	2081-210-360-0000	\$500.00	\$500.00	POLICE	LEXIS NEXIS RISK DATA MANAGEMENT INC	INVESTIGATIVE TOOL FOR POLICE		
616-2025	7/24/25	2081-210-360-0000	\$250.00	\$250.00	POLICE	TERMINIX INTERNATIONAL	PEST CONTROL		
608-2025	7/22/25	2081-210-381-0000	\$844.00	\$844.00	POLICE	OTARMA	INSURANCE FOR NEW POLICE VEHICLES		
572-2025	7/3/25	2081-210-410-0000	\$332.99	\$332.99	POLICE	MAJOR SUPPLY CORP.	SUPPLIES FOR POLICE STATION		
577-2025	7/8/25	2081-210-420-0000	\$20,000.00	\$20,000.00	POLICE	WEXONLINE	GAS FOR ALL DEPARTMENTS		
561-2025	7/2/25	2081-210-599-1025	\$500.00	\$500.00	POLICE	SUNDANCE SYSTEMS INC	UPDATE RMS WITH PERSONAL IDENTIFIERS REDACTION FORM		
592-2025	7/15/25	2081-210-599-1025	\$353.38	\$0.00	POLICE	SOUTHWEST OHIO COMPUTER ASSOCIATION	IT SUPPORT, PHONES, EMAIL AND INTERNET		
595-2025	7/15/25	2081-210-599-1025	\$853.38	\$0.00	POLICE	SOUTHWEST OHIO COMPUTER ASSOCIATION	IT SUPPORT, PHONES, EMAIL AND INTERNET		
621-2025	7/29/25	2111-220-190-0000	\$5.00	\$0.00	FIRE	JONATHAN PACK	REIMBURSE FOR MEAL CHECKING - ACCOUNT IS CLOSED		
553-2025	6/27/25	2111-220-251-0000	\$2,500.00	\$2,500.00	FIRE	GALLS LLC	UNIFORMS FOR FIRE AND POLICE		
557-2025	7/1/25	2111-220-323-0000	\$1,106.83	\$1,106.83	FIRE	FIRE APPARATUS SALES & SERVICE	REPAIRS TO VEHICLE 213		
555-2025	6/27/25	2111-220-360-0000	\$1,000.00	\$1,000.00	FIRE	BUTLER COUNTY SHERIFF	QUARTERLY MDT'S FOR FIRE AND POLICE		
554-2025	6/27/25	2111-220-430-0000	\$1,000.00	\$1,000.00	FIRE	VOGELPOHL FIRE EQUIPMENT	MINOR EQUIPMENT FOR FIRE DEPARTMENT		
592-2025	7/15/25	2111-220-599-1025	\$751.04	\$0.00	FIRE	SOUTHWEST OHIO COMPUTER ASSOCIATION	IT SUPPORT, PHONES, EMAIL AND INTERNET		
595-2025	7/15/25	2111-220-599-1025	\$751.04	\$0.00	FIRE	SOUTHWEST OHIO COMPUTER ASSOCIATION	IT SUPPORT, PHONES, EMAIL AND INTERNET		
550-2025	6/26/25	2191-210-360-0000	\$300.00	\$258.71	SAFETY SERVICE LEVY	ALTA FIBER	FAX LINES - ADMIN, POLICE AND FIRE		
555-2025	6/27/25	2191-210-360-0000	\$5,300.00	\$5,300.00	SAFETY SERVICE LEVY	BUTLER COUNTY SHERIFF	QUARTERLY MDT'S FOR FIRE AND POLICE		
556-2025	6/27/25	2191-210-360-0000	\$60,000.00	\$60,000.00	SAFETY SERVICE LEVY	BUTLER COUNTY SHERIFF	SHERIFF DISPATCH FEES		
580-2025	7/9/25	2191-210-360-0000	\$1,000.00	\$1,000.00	SAFETY SERVICE LEVY	U. S. BANK EQUIPMENT FINANCE	COPIER CONTRACT FOR ALL BUILDINGS		
582-2025	7/9/25	2191-210-360-0000	\$2,350.00	\$2,350.00	SAFETY SERVICE LEVY	GREATER CINCINNATI'S FINISHING TOUCH TEAM,LLC	CLEANING CONTRACT FOR POLICE STATION		
602-2025	7/17/25	2191-210-360-0000	\$1,475.00	\$1,475.00	SAFETY SERVICE LEVY	A-1 SPRINKLER CO., INC.	REPAIR PIPE - FIRE SUPPRESSION AT POLICE STATION		
609-2025	7/22/25	2191-210-360-0000	\$1,000.00	\$1,000.00	SAFETY SERVICE LEVY	BUCKEYE POWER SALES CO. INC	YEAR 3 - MAINTENANCE PLAN AGREEMENT FOR ALL BUILDINGS		
613-2025	7/23/25	2191-210-360-0000	\$900.00	\$900.00	SAFETY SERVICE LEVY	YOUNG'S LAWN CARE, LLC	LAWN CARE FOR POLICE DEPARTMENT		
615-2025	7/24/25	2191-210-360-0000	\$200.00	\$200.00	SAFETY SERVICE LEVY	TRUGREEN LIMITED PARTNERSHIP	QUARTERLY LAWN TREATMENTS		
627-2025	8/1/25	2191-210-360-0000	\$800.00	\$800.00	SAFETY SERVICE LEVY	AT&T MOBILITY II, LLC	PHONES FOR INVESTIGATORS AND SHIFT SUPERVISORS		
592-2025	7/15/25	2191-210-599-1025	\$6,396.16	\$0.00	SAFETY SERVICE LEVY	SOUTHWEST OHIO COMPUTER ASSOCIATION	IT SUPPORT, PHONES, EMAIL AND INTERNET		
595-2025	7/15/25	2191-210-599-1025	\$6,896.16	\$0.00	SAFETY SERVICE LEVY	SOUTHWEST OHIO COMPUTER ASSOCIATION	IT SUPPORT, PHONES, EMAIL AND INTERNET		
599-2025	7/23/25	2191-220-221-4919	\$41,069.09	\$0.00	SAFETY SERVICE LEVY	ANTHEM BLUE CROSS & BLUE SHIELD	MONTHLY MEDICAL		

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-111**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF PART-TIME FIREFIGHTER/EMT
JERAMIAH BAXTER TO THE FAIRFIELD TOWNSHIP FIRE DEPARTMENT, AT AN
HOURLY RATE OF \$19.50 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 Jeramiah Baxter 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, Jeramiah Baxter, at an hourly rate of \$19.50, 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: August 12, 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. 25-112**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF PART-TIME FIREFIGHTER/EMT
JAXEN KEGLEY TO THE FAIRFIELD TOWNSHIP FIRE DEPARTMENT, AT AN HOURLY
RATE OF \$19.50 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 Jaxen Kegley 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, Jaxen Kegley, at an hourly rate of \$19.50, 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: August 12, 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

FISCAL OFFICERS REPORT – AUGUST 1, 2025

CHECKING ACCOUNT BALANCE	\$2,485,376.50
JEDD REVENUE RECEIVED YTD (Hamilton)	\$467,936.73
JEDD REVENUE RECEIVED YTD (Fairfield)	\$26,940.32
INVESTMENT ACCOUNT BALANCE (3.70%)	\$15,138,280.55
Interest Earned in JULY	\$47,494.39
GRANT MONEY RECEIVED	\$0.00
EMS BILLING RECEIPTS TO DATE	\$592,409.88
REVENUE TO DATE (57.67%)	\$8,884,810.35
REVENUE BUDGETED FOR 2025	\$15,404,500.00
EXPENDITURES TO DATE (40.583%)	\$9,838,683.54
APPROPRIATIONS FOR 2025	\$23,599,065.00
PAYMENTS MADE IN JULY	\$1,222,503.42
MAJOR FUND BALANCES	
1. GENERAL	\$8,631,034.73
2. ROAD AND BRIDGE FUND	\$163,150.85
3. POLICE FUND	\$150,849.35
4. FIRE LEVY FUND	\$60,725.40
5. SAFETY SERVICES FUND	\$493,530.05
6. FIRE RESCUE, AMBULANCE, EMS FUND	\$588,299.29
7. JEDD FUND (HAMILTON)	\$2,527,397.93
8. JEDD FUND (FAIRFIELD)	\$30,302.45
9. TIF (STORYPOINT)	\$628,989.40
10. TIF (PRINCETON)	\$1,299,607.06
11. TIF (SEWARD)	\$494,969.03
12. TIF (BRIDGEWATER)	\$5,984.33
TOTAL ALL FUNDS	\$17,589,134.28



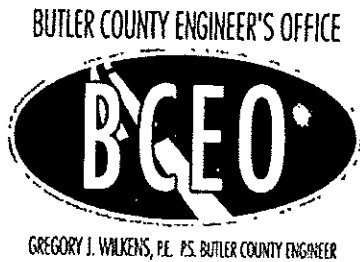
Fairfield Township Fire Department
6048 Morris Road Fairfield Twp, Ohio 45011
Jason Jeffers, Deputy Chief Phone 513-887-4402

To: Kimberly Lapensee
From: Jason Jeffers, Deputy Chief
Date: 7/14/2025
Subject: Firehouse Subs Grant

I am pleased to inform you that the Fire Department has been awarded the Firehouse Subs Public Safety Grant. We will be using this grant to purchase (8) new thermal imaging cameras, truck chargers, and associated accessories. The amount awarded totals \$19,997.00. It is my understanding that this will need to be accepted by the board at the next trustee meeting. Please also note that this is a 100% paid grant and the bill will be directly paid by the Firehouse Subs Public Safety Foundation. They have asked that we also not publish anything without using their template which they have provided to me. If you have any questions please don't hesitate to ask.

Thank you,

Jason Jeffers
Deputy Fire Chief
Training and Operations



July 7, 2025

Fairfield Township
Jeff Bennett
6032 Morris Road
Fairfield Township, Ohio 45011

RE Schul Estates, Section 10

Dear Jeff:

Our office is requesting that the above section of Schul Estates be accepted, and the maintenance bond released. Our office has approved this section of the subdivision to go off maintenance. Attached is the record plat. If you feel this section is not acceptable, please return any comments via email to my attention within 30 days.

If no comments are received within the 30 days, we will consider this section acceptable to be placed off of maintenance and the township will become responsible for maintaining the roads.

The following are the roads, along with their mileage. **The mileage is just an estimate.** To find the exact mileage please refer to the annual mileage report at the end of the year.

Nickey Court 311 64 LF

If you have any questions, I can be reached at burtonp@bceo.org or 785 4141

Sincerely,



Paula Burton
Administrative Secretary

Kimberly Lapensee

From: Bennett, Jeff
Sent: Monday, July 7, 2025 3:04 PM
To: Kimberly Lapensee; Chuck Goins
Subject: Fwd: Schul Estates, Sec. 10
Attachments: image001.jpg; image002.png; image003.png; image004.png; Schul Estates, Sec. 10.pdf; FINAL FINAL PE 9797 PG 1203-1205.pdf

Sent from my iPhone

Begin forwarded message:

From: Paula Burton <BurtonP@bceo.org>
Date: July 7, 2025 at 2:36:37 PM EDT
To: "Bennett, Jeff" <jbennett@fairfieldtwp.org>
Cc: Dave Wittekind <inline.dw@gmail.com>, Greg Dixon <greg@gsdixon.com>
Subject: Schul Estates, Sec. 10

Jeff,

Attached is a 30-day letter along with the record plat to release the maintenance bond for Schul Estates, Section 10.

If you have any questions let me know.

Thanks, Paula

Paula Burton
Administrative / Records Secretary
Direct: 513-785-4141

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-113**

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE A NATURAL GAS
AGGREGATION AGREEMENT WITH A SUPPLIER RECOMMENDED
BY ENERGY ALLIANCES, INC.**

WHEREAS: In November of 2015, the voters of Fairfield Township established an opt-out natural gas aggregation program in order to provide negotiated rates to the Township's residents and businesses; and

WHEREAS: The Township has engaged Energy Alliances, as a consultant for its natural gas aggregation program; and

WHEREAS: Energy Alliances, Inc. is currently seeking rates for a natural gas supplier for the Township; and

WHEREAS: during the past heating season, Duke Energy underestimated the demand for natural gas and is entitled to request and collect an adjustment to previous rates per the Public Utilities Commission of Ohio; and

WHEREAS: Duke Energy has recently applied to the Public Utilities Commission of Ohio for a .12-.17 cent rate adjustment and collection on natural gas customers for gas already consumed and purchased; and

WHEREAS: Due to the market volatility and to optimize the Township's ability to obtain the lowest pricing available, the Board desires to authorize the Township Administrator to enter into a natural gas aggregation agreement with a natural gas supplier to minimize costs on all aggregation program members.

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

SECTION 1: That the Township Administrator is authorized and directed to enter into a natural gas aggregation agreement with a natural gas supplier as recommended by Energy Alliances, Inc.

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 is hereby declared to be an emergency measure, pursuant to R.C. 504.11, necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of Fairfield Township.

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

Adopted: August 12, 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



CONFIDENTIAL

GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Government Aggregation Master Retail Natural Gas Supply Agreement ("Agreement") is entered into as of the following date: July 23, 2025 ("Effective Date"). The parties are the following:

<p>AEP Energy, Inc. ("AEP Energy")</p>	<p>Fairfield Township (Butler), Ohio ("Government Aggregator")</p> <p>Federal Tax ID: 31-6000572</p>
<p><u>Address for Notices:</u></p> <p>1 Riverside Plaza 20th Floor Columbus, OH 43215 Attn: Legal Department</p> <p>Toll Free number: 1-877-726-0214 AEPenergy.com/help</p>	<p><u>Address for Notices:</u></p> <p>6932 Morris Road Fairfield Township, OH 45011 Attn: Kimberly Lapensee Phone: 513-887-4400</p>

GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio ("PUCO") at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Natural Gas Service ("CRNGS") Provider to sell competitive retail natural gas service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio, but is not soliciting on behalf of and is not an agent of AEP Ohio. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an "Attachment") shall form a single agreement between the parties (collectively referred to as this "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 Government Aggregator Obligations. The Government Aggregator is certified and shall maintain its certification by the PUCO as a government aggregator in connection with retail natural gas supply sales for the duration of this Agreement pursuant to Section 4929.26, et. seq. of the Ohio Revised Code and rule 4901: 1-27-01, et. seq., of the Ohio Administrative Code. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the "Opt-out Aggregation Program" or "Program"). The Government Aggregator shall designate AEP Energy as the CRNGS Provider of record for purpose of supplying competitive retail natural gas service to its residents and small commercial businesses (as defined in the relevant Attachment A). The Government Aggregator shall adopt, or has adopted, an operation and governance plan

(the "Plan") in accordance with the Ohio Revised Code and the Plan has been filed with the PUCO. In coordination with the Government Aggregator, AEP Energy may send out enrollment forms to the prospective Customers (as hereinafter defined) or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail natural gas service for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its jurisdictional territory. Government Aggregator shall not enter into any type of competitive retail natural gas service supply arrangement with a CRNGS Provider other than AEP Energy on behalf of its residents and small commercial businesses for the provision of the services described hereunder during the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective

Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of their right to "opt-out" and by responding to related inquiries with factual information about the services.

1.2 Opt-out and Required Customer Notifications. The Government Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. AEP Energy reserves the right to remove from such list any ineligible participants, including those not current in their NGDC (as hereinafter defined) charges. Either AEP Energy or the Government Aggregator, in compliance with Ohio law, shall then notify such remaining prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program ("Customers") shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term ("Refresh Opt Outs"), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible customers the opportunity to participate in the Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible residential or non-mercantile commercial customer that is located within the service territory of the incumbent local natural gas public utility or any successor distribution company or entity responsible for distribution and delivery of natural gas to customers ("NGDC") and the Government Aggregator's jurisdictional territory at the time of any Refresh Opt Out (including any eligible customer who opens a new account or who was formerly a member of the Program that moves to a new location, each within the NGDC's service territory and Government Aggregator's jurisdictional territory, a "Newly Eligible Customer") will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Customers already participating in the Program or eligible residential or non-mercantile commercial customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program. As related to any Newly Eligible Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Program shall have the opportunity to opt out of the Program, without paying a switching fee. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Program.

1.3 Customer Historical Consumption and Consumption Forecast Information. The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical consumption and consumption forecast information, related to the Customer's usage, from the NGDC or other supplier. Government Aggregator shall promptly provide to AEP Energy any notices from the NGDC in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the NGDC system.

1.4 AEP Energy Obligations. Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply to each Customer the commodity portion of its natural gas supply service (the "Retail Natural Gas Supply"). The Retail Natural Gas Supply is delivered to the NGDC's distribution system's interconnection point (each, a "Delivery Point"), and the relevant NGDC is responsible for delivery of the Retail Natural Gas Supply to each Customer's meter at and from that point, as well as for responding to emergencies. The Government Aggregator agrees and acknowledges that the NGDC will provide distribution services to such delivery point. To the extent that any services or requirements are provided by the NGDC, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the NGDC, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Natural Gas Supply and related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRNGS by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 Customer Service Requests. Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, service maintenance, metering, service billing or other similar NGDC related concerns should be addressed directly with the NGDC.

1.6 Customer Affirmative Consent Enrollment. The parties agree that AEP Energy may, in its sole discretion, enroll in the Program such prospective Customers (as AEP Energy may determine) that are within the Government Aggregator's jurisdictional territory by affirmative consent in accordance with rule 4901:1-29-06 of the Ohio Administrative Code, as amended or revised, which prospective Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Customers and AEP Energy.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term of Agreement and Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein; provided, however, that no Customer shall be served by AEP Energy for more than the number of months set forth in the relevant Attachment A without the Customer having an opportunity to opt out of the aggregation without paying a switching fee. "Billing Cycle" means, with respect to each Customer account, the monthly period between meter read dates during the term of the relevant Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the NGDC, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the NGDC has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and executed by each party. AEP Energy shall continue to serve Customers

enrolled in the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRNGS or will be switched to NGDC service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 Change in Law or Regulation. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, or other regulated service provider (a "Change in Law"), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy may pass through to Customers any such Additional Costs. Furthermore, Additional Costs may be assessed to Customers as prescribed by the PUCO.

2.3 Termination Events. In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The NGDC will not provide consolidated billing consistent with previous practice;
- (ii) The Government Aggregator does not receive the required certification, authorization and/or approval to move forward with the Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for AEP Energy to perform any obligation under this Agreement.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the NGDC or to select an alternate CRNGS Provider. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 3 - DELIVERY TERM

3.1 Delivery Term. During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail natural gas service and related services to the Customers, and shall arrange for distribution service to the Customers by the NGDC.

3.2 Customer Pricing. During the Term, AEP Energy shall provide competitive retail natural gas service and related services to all Customers at the price set forth on the relevant Attachment A (the "Price").

ARTICLE 4 - BILLING AND PAYMENTS

4.1 Pass-through Costs.

Each Customer shall be responsible for payments to the NGDC and shall be solely responsible for late charges, interests, or penalties imposed by the NGDC as a result of such Customer's failure to timely pay the NGDC charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRNGS, then such Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Customer by the NGDC and/or other provider(s) prior to switch date shall be the responsibility of such Customer or accrue to the benefit of such Customer as appropriate. Each Customer shall use commercially reasonable efforts to respond to these obligations directly with the NGDC and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the CRNGS, then such Customer shall reimburse AEP Energy for any amounts paid. Each Customer shall hold AEP Energy harmless for such Customer's failure to pay these obligations in a timely fashion.

4.2 Billing. Consolidated billing shall be provided to Customers directly by the NGDC based upon the NGDC's meter read and Billing Cycle(s) for Customers. Such bills will contain both NGDC and AEP Energy charges. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the NGDC's tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following shall be an "Event of Default" hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

5.2 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to continue to serve Customers under the Program; (ii) to immediately

withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 Force Majeure. If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the NGDC to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party's obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel or natural gas, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 Curtailments and Outages. AEP Energy shall not be responsible to a Customer in the event the NGDC disconnects, suspends, curtails or reduces service to such Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the NGDC's facilities, or to maintain the safety and reliability of the NGDC's system, or due to emergencies, forced outages, or Force Majeure or for any other reason permitted by the NGDC's tariff or any other acts or omissions of the NGDC.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 DISCLAIMER AND WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF COMPETITIVE RETAIL NATURAL GAS SERVICE OR OTHER

OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL NATURAL GAS SERVICE TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE NGDC, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF NGDC'S DISTRIBUTION SERVICE.

7.2 LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

(i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Government Aggregator. Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;

(ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Government Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any contract, or any other document the terms of Section 10.2 shall apply and prevail;

(iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRNGS provider for the Customers for the Term. If Government Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Government Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a party to this Agreement, and no action taken by Government Aggregator's consultant(s), if any, will be an action by a governmental authority;

(v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Government Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

(viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply competitive retail natural gas service and related services to meet the obligations of Customers and there is no other aggregation program available to these Customers within the jurisdictional territory of the Government Aggregator.

ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each of AEP Energy and Government Aggregator agrees, for itself and its authorized representatives, to keep all proprietary, confidential, and/or trade secret information of the disclosing party (the "Discloser") provided under or in connection with this Agreement, including the terms and provisions of this Agreement ("Confidential Information"), confidential and to use such Confidential Information solely for purposes in connection with this Agreement, except to the extent that the receiving party (the "Recipient") determines that release of such Confidential Information is required by applicable law or regulation, including the Ohio Public Records Act, O.R.C. Section 149.43 et seq. (the "Public Records Act"), subject to the terms and conditions set forth in this paragraph. For purposes of this Article 9, Confidential Information includes this Agreement (or any portion of the contents hereof) and any oral, written, electronic, graphic, or machine-readable information provided before, on, or after the date hereof relating to a party's business information or corporate structure and/or that of any of its affiliates, marketing and product development plans, information related to the calculation or pricing methodology of the Price, cost information, algorithms, or rates under this Agreement, technical data, product specifications, illustrations or other visuals, financial data and plans, correspondence, and any other information regarding the Program provided by or on behalf of the Discloser to the Recipient or developed or learned by the Recipient during the negotiations of or performance under this Agreement or the course of the Program, third-party confidential information, market share data, licenses, contract information, processes and procedures, trade secrets, proprietary "know-how", research, product or service ideas or plans, inventions, and like information concerning, or provided by or on behalf of, the Discloser, its affiliates, or their third-party consultants, contractors, or suppliers and/or that a party considers to be competitively sensitive. Government Aggregator represents that it is subject to the Public Records Act. If the Recipient, or any of its representatives to which Confidential Information has been disclosed, is requested (pursuant to the Public Records Act or otherwise) or becomes legally compelled (pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction) to disclose any of the Confidential Information, then the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing if it intends to release any Confidential Information to afford the Discloser an opportunity to either seek a protective order or other appropriate remedy prior to disclosure or waive compliance with the provisions of this Article 9; provided, however, that each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, vendors, advisors, contractors, attorneys, auditors, accountants, and affiliates as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If the relevant protective order or other remedy is not obtained or the Discloser expressly waives in writing compliance with the provisions hereof, the Recipient, and/or each of its representatives, will disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, is legally required to be disclosed and will reasonably cooperate

with the Discloser's efforts, at the Discloser's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information required to be disclosed.

ARTICLE 10 - MISCELLANEOUS

10.1 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 Entire Agreement. No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Government Aggregator shall create any obligation, duty, or qualification with respect to the Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Government Aggregator (with respect to itself or any Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Government Aggregator), to the contrary of this Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Natural Gas Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Government Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 Waivers. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights. The non-enforcement of any provision by either party shall not

constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 Assignment. This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and Customers agree that AEP Energy shall have no further obligations regarding future performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 Forward Contract. The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 Press Releases. Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve any press releases in connection with this Agreement prior to publication or release.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party shall be liable to a third party not a party to this Agreement for any


unauthorized act or omission on the part of the other party or for any
unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

AEP ENERGY, INC.

By: _____
Name:
Title:

FAIRFIELD TOWNSHIP (BUTLER), OHIO

By:  _____
Name: Kimberly Lapensee
Title: Township Administrator

ATTACHMENT A:

GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT CUSTOMER PRICING AND ADDITIONAL TERMS

Attachment A to Government Aggregation Master Retail Natural Gas Supply Agreement

Between

Fairfield Township (Butler), Ohio and AEP Energy, Inc.

Term:

Twelve (12) months, expected to begin on or around the relevant October 2025 meter read date(s) (or, for Refresh Opt Out(s) or Customer(s) that enroll in the Program by affirmative consent, for a period up to the remainder of such twelve (12) month-term), subject to the timing of (i) the available meter read date(s), as determined by the NGDC, following the applicable opt-out period or enrollment date, and (ii) AEP Energy's receipt of confirmation that the NGDC has completed its processing and has accepted the relevant delivery service request(s)

Pricing:

Residential (RS): Commodity portion of natural gas service equal to \$0.6499 per Ccf, as adjusted for any cost savings or increased costs hereunder, as applicable and if any, related to the SSO Service Conversion and any TCo Tariff Rate Change

The Customer shall pay AEP Energy a charge for the commodity portion of its natural gas service that is equal to \$0.6499 per Ccf multiplied by the metered natural gas usage for the monthly Billing Cycle.

In connection with (1) the NGDC's conversion to a Standard Service Offer (SSO) Service model, as approved by the Public Utilities Commission of Ohio (PUCO) in December 2024 (the "SSO Service Conversion"), and (2) any change to Columbia Gas Transmission's final approved tariff rates, including, without limitation, for storage and transportation costs, as compared to its settlement rates ("TCo Tariff Rate Change"), the parties agree that AEP Energy will pass through, in a commercially reasonable manner at no additional mark-up and in consultation with the Government Aggregator's consultant, a price adjustment for any cost savings or increased costs hereunder, as applicable and if any, related to the SSO Service Conversion, including, without limitation, related to the cost of interstate/intrastate capacity released by the NGDC to AEP Energy, or the TCo Tariff Rate Change.

Price is exclusive of distribution service charges and other non-bypassable NGDC charges and fees.

Commercial (consumption less than 5,000 Ccf or 500 Mcf annually): Commodity portion of natural gas service equal to \$0.6499 per Ccf, as adjusted for any cost savings or increased costs hereunder, as applicable and if any, related to the SSO Service Conversion and any TCo Tariff Rate Change

The Customer shall pay AEP Energy a charge for the commodity portion of its natural gas service that is equal to \$0.6499 per Ccf multiplied by the metered natural gas usage for the monthly Billing Cycle.

In connection with (1) the NGDC's conversion to a Standard Service Offer (SSO) Service model, as approved by the Public Utilities Commission of Ohio (PUCO) in December 2024 (the "SSO Service Conversion"), and (2) any change to Columbia Gas Transmission's final approved tariff rates, including, without limitation, for storage and transportation costs, as compared to its settlement rates ("TCo Tariff Rate Change"), the parties agree that AEP Energy will pass through, in a commercially reasonable manner at no additional mark-up and in consultation with the Government Aggregator's consultant, a price adjustment for any cost savings or increased costs hereunder, as applicable and if any, related to the SSO Service Conversion, including, without limitation, related to the cost of interstate/intrastate capacity released by the NGDC to AEP Energy, or the TCo Tariff Rate Change.

Price is exclusive of distribution service charges and other non-bypassable NGDC charges and fees.

Administrative Services to be provided to Government Aggregator by AEP Energy during the Term:

- Design, print and mail the Opt-out letter to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Program.
- Provide to Government Aggregator's consultant, Energy Alliances, Inc. ("Energy Alliances"), the reasonably-requested information for the annual report of intrastate gross revenues under Ohio Revised Code 4905.10 and 4911.18 and annual report under Ohio Revised Code 4929.20 on behalf of Government Aggregator.
- Government Aggregator directs AEP Energy to pay a fee (in an amount as mutually agreed in writing between AEP Energy and Energy Alliances) per Ccf delivered and paid for under the Program to Energy Alliances for services provided.

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-114**

**RESOLUTION AUTHORIZING THEN AND NOW PURCHASE ORDER TO OHIO
TREASURER OF STATE FOR ANNUAL MDT FEES MOBILE LEADS TERMINAL ACCESS
IN THE AMOUNT OF \$3,000.00 AND PAID FROM THE POLICE FUND.**

WHEREAS: There is an annual fee for mobile LEADS terminal access of \$250.00 per month or \$3,000.00 per year; and

WHEREAS: The Fiscal Office has not yet opened a Purchase Order for this annual purchase.

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 the Ohio Treasurer of State in the amount of \$3,000.00 for the annual MDT fees mobile LEADS terminal access.

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: August 12, 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

☒ Purchase Requisition

☐ Credit Card Receipt

Fairfield Township
PURCHASE REQUISITION

PO No: _____

Resolution No: _____

Department: Police

Vendor Info: Treasurer, State of Ohio

Requested By: Chief Robert Chabali

PO Box 182074

Request Date: 07/23/2025

Columbus, OH 43218-2074

Check Applicable: ☐ State Bid ☐ (3) Quotes Obtained ☐ W-9 Attached ☒ Current Vendor

Account Code	Description	Qty.	Unit Price (\$)	Total Price (\$)
	Annual MDT Fees - Mobile LEADS Terminal Access	1	3,000.00	3,000.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
GRAND TOTAL				3,000.00

Authorization Required:

☒ Department Head (less than \$1500)

☐ Administrator (less than \$7500)

☐ Board of Trustees (add to the meeting agenda)

X Robert Chabali 7/23/2025
Department Head Signature Date

Justification:

Annual mobile LEADS terminal access fees for a 12-month period. Fees are charged at a rate of \$250/month. This is an annual bill that we receive and is on the annual renewal PO list in the fiscal office; however, the invoice was mailed out early and the fiscal office had yet to open the PO due to this.

Administrator's Review:

☐ Approved

☐ Denied

☐ Forwarded for Board Approval – Add to Agenda

X

Administrator's Signature

Date

Remarks:

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-115**

**RESOLUTION AUTHORIZING THEN AND NOW PURCHASE ORDER TO STRATEGIC
SOLUTIONS AT A PRICE NOT TO EXCEED \$7,000.00 FOR SOFTWARE RENEWAL
AND PAID FROM THE GENERAL FUND.**

WHEREAS: Strategic Solutions had a price increase for renewal period from 8/1/2025-7/31/2026; and

WHEREAS: This is for software renewal and SC view annual maintenance with site license.

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 not to exceed \$7,000.00 to Strategic Solutions for software renewal period 8/1/2025-7/31/2026.

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: August 12, 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



PO Box 366
Hinckley, OH 44233

Invoice

Date	Invoice #
7/1/2025	22291

Bill To
Fairfield Township (Ohio) Attn: Accounts Payable 6032 Morris Road Fairfield Township, OH 45011

Ship To
Fairfield Township (Ohio) Attn: Accounts Payable 6032 Morris Road Fairfield Township, OH 45011

P.O. Number	Terms	Rep	Database
Contract	Net 30	TPS	FAIRTWP

Quantity	Item Code	Description	Price Each	Amount
1	Software Renewal	SCView Annual Maintenance with Site License 8/1/2025 - 7/31/2026	6,995.00	6,995.00
		Work Order		

Thank you for your business - Please remit payment to the above address

Total \$6,995.00

Please Note - Pricing is Confidential

Questions Call

5674246054

Balance Due

\$6,995.00

FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-116

RESOLUTION AUTHORIZING THEN AND NOW PURCHASE ORDER TO STRATEGIC SOLUTIONS IN THE AMOUNT OF \$7,452.32 FOR PUBLIC RECORDS DOCUMENT SCANNING AND PAID FROM THE GENERAL FUND.

WHEREAS: Strategic Solutions was hired to scan old documents every year for the township which saved the township money for storage of the old records; and

WHEREAS: In the past, the township generally only had to pay one invoice totaling \$7,500.00 to Strategic Solutions due to their other workload; and

WHEREAS: In 2025, their workload with other projects decreased and they have been able to scan more documents for the township which has increased the price of the project per year for an additional \$7,452.32.

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 in the amount of \$7,452.32 to Strategic Solutions for additional scanning.

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: August 12, 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



PO Box 366
Hinckley, OH 44233

Invoice

Date	Invoice #
7/8/2025	22365

Bill To
Fairfield Township (Ohio) Attn: Accounts Payable 6032 Morris Road Fairfield Township, OH 45011

Ship To
Fairfield Township (Ohio) Attn: Accounts Payable 6032 Morris Road Fairfield Township, OH 45011

P.O. Number	Terms	Rep	Database
Contract	Net 30	TPS	FAIRTWP

Quantity	Item Code	Description	Price Each	Amount
70,127	Scanning Services	Comprehensive Scanning Services - Payroll by Name	0.097	6,802.32
520	Scanning Services	Comprehensive Scanning Services - Large Format	1.25	650.00
		The Work Order is partially complete - project is still ongoing		
		Work Order		
		06262023		

Thank you for your business - Please remit payment to the above address

Total \$7,452.32

Please Note - Pricing is Confidential

Questions Call

5674246054

Balance Due

\$7,452.32