



AGENDA

FAIRFIELD TOWNSHIP BOARD OF TRUSTEES MEETING TUESDAY, SEPTEMBER 9, 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
- B. Timber Trails Section 3 Final PUD

ITEMS FOR BOARD DISCUSSION

- A. Personnel Manual – Vacation Time

COMMUNICATION

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

CONSENT AGENDA

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

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

FISCAL OFFICE BUSINESS – Consent Agenda Items

- A. Recommend motion to suspend reading of the minutes of the following meeting:
 - 1. Trustee Regular Meeting, August 14, 2025
- B. Recommend motion to approve the minutes
- C. Recommend motion to approve payment of the bills by the Fiscal Office

MOTIONS – Consent Agenda Item

- A. Motion to Accept the Resignation of Cody Helmuth from the Fire Department

RESOLUTIONS – Consent Agenda Items

- A. Resolution No. 25-117 Approving Open Purchase Order Balances

FISCAL OFFICER REPORT – Fiscal Officer

ADMINISTRATOR’S REPORT – Administrator

RESOLUTIONS

- A. Resolution No. 25-118 Resolution Approving Changes to the Police Department Policy Manual for Fairfield Township.
 - 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.
- B. Resolution No. 25-119 Resolution Authorizing the Creation of Police Drone Operator Position in the Police Department and Approving the Position Description.
 - 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.
- C. Resolution No. 25-120 Resolution Authorizing the Purchase of Drones, the Necessary Accessory Equipment, and the Application Software from DSLRPros Intelligent Drone Solutions for the Police Department in the Amount of \$29,738.00 and Paid from the Drug Law Enforcement Fund #2221 and the Equitable Sharing Fund #2911.
 - 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.
- D. Resolution No. 25-121 Resolution Authorizing the Township Administrator to Execute a Memorandum of Understanding Between the Fairfield Township Police Department and the United States Secret Service.
 - 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.
- E. Resolution No. 25-122 Resolution Authorizing the Township Administrator to Purchase a New Camera for the Meeting Room from PCS in the amount of \$8,090.83 and will be paid from the General Fund #1000.
 - 1. Motion to adopt the resolution: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

- F. Resolution No. 25-123 Resolution Authorizing Turf Replacement at Heroes Park by DWA Recreation in the amount of \$21,240.00 paid from the General Fund #1000.

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

- G. Resolution No. 25-124 Resolution to Approve the proposed final PUD plan for MI Homes, Timber Trails, Section 3, as set forth in Zoning Case No. FTZC25-1C Final PUD.

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

- H. Resolution No. 25-125 Resolution Authorizing Repairs to Medic Unit 921 from FASR in the amount of \$10,260.09 paid from the Fire and Rescue Fund #2281.

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

- Patriots Day – Saturday, September 13, 2025, 9:00 AM – 9:00 PM
- Zoning Appeals Meeting – Thursday, September 25, 2025, at 7:00 PM at the Township admin building.
- Trustees Regular Meeting – Tuesday, October 14, 2025, at 7:00 PM at the Township admin building.

Motion to move to Executive Session pursuant to ORC 121.22 (G) (1) to consider the discipline, appointment, employment or compensation of a public employee or official.

- Motion to go into Executive Session: _____; 2nd _____
 - a. Vote: _____ Berding _____ Hartkemeyer _____ McAbee
 - b. President declares motion _____.

President convenes executive session at _____ P.M.

President resumes regular meeting at _____ P.M.

ADJOURNMENT

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

- E. Holiday pay will be given while an employee is on sick leave or vacation, in which case the employee's absence will not be charged to their sick leave or vacation time.
- F. Holiday pay will not be given while an employee is on an unpaid leave of absence or for disciplinary suspension.
- G. If a holiday occurs on a Saturday, it will be observed on the preceding Friday. If a holiday occurs on a Sunday, it will be observed on the following Monday.
- H. Personal Days: Each employee who has completed one year (1) of continuous full-time service with the Township and is not a member of a Collective Bargaining Unit shall be entitled to three (3) personal leave days with pay per calendar year. Probationary employees will receive a prorated number of personal days upon completion of six (6) months of employment with the Township. The personal leave day must be used within the year credited or it shall be dropped. Employees must request a personal leave day use as far in advance as possible. The granting of the leave shall be subject to the operational needs of the employee's Department but shall not be unreasonably denied.

Section 5.02 Vacation Leave

- A. Township employees will accrue vacation leave during each pay period based on the employee's years of service. Vacation leave will be accrued according to the following schedule.

Administration, Fiscal Office, Service, Zoning, and Non-Exempt Employees

<u>Years of Service</u>	<u>Hours per year</u>	<u>Accrual Rate per PP</u>
One (1) to five (5) years:	80 hours	3.08 hours
Five (5) to Ten (10) years:	120 hours	4.62 hours
→ Ten (10) to Twenty (20) years:	160 hours	6.15 hours
Twenty (20) years or more	200 hours	7.69 hours

Full-time Fire Department (based on 24-hour shifts)

<u>Years of Service</u>	<u>Hours per year</u>	<u>Accrual Rate per PP</u>
One (1) to five (5) years:	120 hours	4.62 hours
Five (5) to Ten (10) years:	180 hours	6.92 hours
Ten (10) to Twenty (20) years:	240 hours	9.23 hours
Twenty (20) years or more	300 hours	11.54 hours

- B. Part-time employees are not entitled to vacation.
- C. Fifty-two (52) weeks equal one year of service.

carryover into new year what happens if you have don't use it?

- D. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods.
- E. Vacation leave is accrued starting at the time of employment; however, a new employee (on probation) is not entitled to use vacation leave until having completed twelve (12) months of employment (unless otherwise authorized by the department head).
- F. An employee shall be entitled to carry over vacation leave into the new calendar year (January 1st). The number of vacation leave hours an employee can carry over is equal to the total number of vacation leave hours that the employee is entitled to accrue for one year, based upon years of service. What if you don't use it all?
- G. An employee who has completed twelve (12) months of employment is entitled to compensation, at their current rate of pay, for any earned but unused vacation leave at the time of separation. Employees, should they leave employment for whatever reason, are not entitled to be compensated for vacation leave earned until they have completed twelve (12) months of employment.
- H. Vacation leave will not be granted on call-in, except in extenuating circumstances to be determined by the Department Supervisor.
- I. Employees who encounter sickness while on vacation may be required to furnish a doctor's certificate for any time which is to be converted from vacation to sick leave. The decision to credit vacation time to sick time shall be at the sole discretion of the Township Administrator or Department Supervisor.
- J. For purposes of calculating vacation leave, years of continuous service in full-time employment with another public employer in the State of Ohio shall be included as years of service at the discretion of the Township Administrator. The decision of the Township Administrator is not appealable. Only full years of continuous service will be counted.

Section 5.03 Sick & Injury Leave

- A. From the date of employment, full-time employees (not covered by a Collective Bargaining Agreement) of the Township earn sick leave at the rate of four (4) hours per pay period of active pay status to a maximum of 960 hours. Active pay status shall include both hours worked and hours of recognized vacation and sick leave. All hours accumulated above 960 hours will be paid to an employee after the first full pay period in January at the rate of one hour of pay per hour of sick leave above 960 hours.
- B. Department Supervisors shall have the authority to implement specific sick leave

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-117**

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: September 9, 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 9/3/25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	</
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Updated as of 9/3/25										
PO #	Issue Date	Account Code	Acct Amount	Curr Balance	Department	Vendor	Notes			
662-2025	8/19/25	2111-220-359-1074	\$2,000.00	\$0.00	FIRE	CITY OF HAMILTON	ELECTRIC INVOICES FOR PUBLIC WORKS - ELECTRIC/GAS FOR STATION 212			
635-2025	8/8/25	2111-220-359-1079	\$1,000.00	\$1,000.00	FIRE	BUTLER COUNTY WATER & SEWER DEPT.	WATER INVOICES FOR ALL BUILDINGS			
675-2025	8/22/25	2111-220-420-0000	\$3,000.00	\$3,000.00	FIRE	HUNTINGTON CREDIT CARD	OPERATING SUPPLIES FOR ALL DEPARTMENTS			
667-2025	8/19/25	2191-210-224-4916	\$367.00	\$0.00	SAFETY SERVICE LEVY	PRINCIPAL LIFE INSURANCE COMPANY	MONTHLY LIFE, DENTAL, VISION			
649-2025	8/14/25	2191-210-323-0000	\$400.00	\$0.00	SAFETY SERVICE LEVY	TREASURER STATE OF OHIO SFM/OAF	ANNUAL ELEVATOR CERTIFICATE			
654-2025	8/15/25	2191-210-360-0000	\$3,000.00	\$0.00	SAFETY SERVICE LEVY	TREASURER STATE OF OHIO (LEADS)	ANNUAL MDT FEES FOR MOBILE LEADS TERMINAL ACCESS			
657-2025	8/15/25	2191-210-360-0000	\$300.00	\$300.00	SAFETY SERVICE LEVY	ALTA FIBER	FAX LINES FOR ADMIN, POLICE, FIRE			
668-2025	8/19/25	2191-210-360-0000	\$3,125.00	\$3,125.00	SAFETY SERVICE LEVY	PROFESSIONAL COUNSELING SERVICES OF OHIO, LLC	ANNUAL WELLNESS CHECKS			
690-2025	8/29/25	2191-210-360-0000	\$500.00	\$500.00	SAFETY SERVICE LEVY	A-1 SPRINKLER CO., INC.	4TH QUARTER ALARM MONITORING FOR ALL BUILDINGS			
648-2025	8/13/25	2191-210-420-0000	\$1,325.00	\$0.00	SAFETY SERVICE LEVY	VANCE'S LAW ENFORCEMENT	12 GAUGE DRAG STABILIZED BEAN BAGS			
658-2025	8/18/25	2191-220-221-4919	\$26,946.00	\$0.00	SAFETY SERVICE LEVY	ANTHEM BLUE CROSS & BLUE SHIELD	MONTHLY MEDICAL			
659-2025	8/18/25	2191-220-221-4919	\$26,946.00	\$0.00	SAFETY SERVICE LEVY	ANTHEM BLUE CROSS & BLUE SHIELD	MONTHLY MEDICAL			
660-2025	8/18/25	2191-220-221-4919	\$28,324.39	\$0.00	SAFETY SERVICE LEVY	ANTHEM BLUE CROSS & BLUE SHIELD	MONTHLY MEDICAL			
667-2025	8/19/25	2191-220-223-4921	\$2,383.14	\$0.00	SAFETY SERVICE LEVY	PRINCIPAL LIFE INSURANCE COMPANY	MONTHLY LIFE, DENTAL, VISION			
667-2025	8/19/25	2191-220-224-4920	\$399.14	\$0.00	SAFETY SERVICE LEVY	PRINCIPAL LIFE INSURANCE COMPANY	SHORT TERM DISABILITY			
674-2025	8/21/25	2191-220-229-0000	\$2,000.00	\$2,000.00	SAFETY SERVICE LEVY	STANDARD INSURANCE	REPLACE GENERATOR BATTERY - ADMIN AND FIRE DEPARTMENT			
651-2025	8/14/25	2191-220-323-1072	\$260.25	\$260.25	SAFETY SERVICE LEVY	BUCKEYE POWER SALES CO. INC	ANNUAL LADDER TESTING			
652-2025	8/14/25	2191-220-323-1072	\$283.25	\$283.25	SAFETY SERVICE LEVY	NATIONAL HOSE TESTING SPECIALTIES, INC.	REPAIR BROKEN TOILET AT FIRE DEPARTMENT			
666-2025	8/19/25	2191-220-323-1072	\$595.00	\$595.00	SAFETY SERVICE LEVY	ZIN'S PLUMBING LLC	FRONT END ALIGNMENT ON MEDIC UNIT			
671-2025	8/20/25	2191-220-323-1072	\$225.00	\$225.00	SAFETY SERVICE LEVY	Best One Tire and Service of Mid Amelca, Inc.	REPAIRS TO SIGNIFICANT LEAK IN RADIATOR HOSE			
691-2025	8/29/25	2191-220-323-1072	\$856.03	\$856.03	SAFETY SERVICE LEVY	FIRE APPARATUS SALES & SERVICE	ELECTRIC INVOICES FOR PUBLIC WORKS - ELECTRIC/GAS FOR STATION 212			
663-2025	8/19/25	2191-220-359-1074	\$2,000.00	\$0.00	SAFETY SERVICE LEVY	CITY OF HAMILTON	GARBAGE INVOICES FOR ALL BUILDINGS			
670-2025	8/20/25	2191-220-359-1080	\$2,000.00	\$2,000.00	SAFETY SERVICE LEVY	RUMPKE CONSOLIDATED COMPANIES	FAX LINES FOR ADMIN, POLICE, FIRE			
657-2025	8/15/25	2191-220-360-0000	\$500.00	\$500.00	SAFETY SERVICE LEVY	ALTA FIBER	ANNUAL PM FOR CASCADE SYSTEM AT EACH FIRE STATION			
679-2025	8/26/25	2191-220-360-0000	\$3,000.00	\$3,000.00	SAFETY SERVICE LEVY	BREATHING AIR SYSTEMS DIVISION	PEST CONTROL FOR ALL BUILDINGS			
689-2025	8/29/25	2191-220-360-0000	\$800.00	\$800.00	SAFETY SERVICE LEVY	TERMINIX INTERNATIONAL	4TH QUARTER ALARM MONITORING FOR ALL BUILDINGS			
690-2025	8/29/25	2191-220-360-0000	\$1,500.00	\$1,500.00	SAFETY SERVICE LEVY	A-1 SPRINKLER CO. INC.	JASON JEFFERS - NAME PLATE			
653-2025	8/14/25	2191-220-410-0000	\$15.00	\$15.00	SAFETY SERVICE LEVY	BOSS AWARDS & SPORTSWEAR	OFFICE SUPPLIES FOR FIRE DEPARTMENT			
672-2025	8/21/25	2191-220-410-0000	\$400.00	\$400.00	SAFETY SERVICE LEVY	QUILL	MONTHLY MEDICAL			
658-2025	8/18/25	2281-230-221-0000	\$617.40	\$0.00	EMS	ANTHEM BLUE CROSS & BLUE SHIELD	MONTHLY MEDICAL			
659-2025	8/18/25	2281-230-221-0000	\$617.40	\$0.00	EMS	ANTHEM BLUE CROSS & BLUE SHIELD	MONTHLY MEDICAL			
660-2025	8/18/25	2281-230-221-0000	\$300.00	\$300.00	EMS	ANTHEM BLUE CROSS & BLUE SHIELD	MONTHLY MEDICAL			
674-2025	8/21/25	2281-230-229-0000	\$970.00	\$970.00	EMS	STANDARD INSURANCE	SHORT TERM DISABILITY			
640-2025	8/12/25	2281-230-318-0000	\$500.00	\$500.00	EMS	HUNTINGTON CREDIT CARD	BLUE CARD HAZARD ZONE CONFERENCE			
644-2025	8/13/25	2281-230-323-0000	\$500.00	\$500.00	EMS	A&E DOOR & WINDOW CO.	SERVICE ON OVERHEAD DOORS AT STATION 211 AND 213			
683-2025	8/26/25	2281-230-323-0000	\$685.06	\$685.06	EMS	FIRE APPARATUS SALES & SERVICE	PM SERVICE			
684-2025	8/26/25	2281-230-323-0000	\$1,131.08	\$1,131.08	EMS	FIRE APPARATUS SALES & SERVICE	REAR END FLUID CHANGE & CLEANUP FOR MEDIC 921			

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-118**

**RESOLUTION APPROVING CHANGES TO THE POLICE DEPARTMENT POLICY MANUAL
FOR FAIRFIELD TOWNSHIP.**

WHEREAS: The Fairfield Township Board of Trustees adopted and established the Police Department Policy Manual; and

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

WHEREAS; The Police Chief would like to adopt a new policy for the manual, Policy 605 Unmanned Aerial System; and

WHEREAS: The Fairfield Township Board of Trustees believes the attached revised policy is consistent with state law;

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

SECTION 1: The Board of Trustees authorizes the adoption of the Amended Police Department Policy Manual for Fairfield Township which is attached hereto as Exhibit A.

SECTION 2: The Policy shall be kept on file in the Township Offices.

SECTION 3: 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 4: That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

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

Adopted: September 9, 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

Unmanned Aerial System

605.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial system (UAS) and for the storage, retrieval and dissemination of images and data captured by the UAS.

605.1.1 DEFINITIONS

Definitions related to this policy include:

Certificate of Waiver or Authorization (COA) - The terms "certificate of authorization" or "certificate of waiver" mean a Federal Aviation Administration (FAA) grant of approval for a specific flight operation.

Crew Member - A person assigned to perform an operational duty during operations. A UAS crew member includes the remote pilot in command, person manipulating the controls, and visual observers, but may include other people as appropriate or required to ensure safe operation of the aircraft.

Federal Aviation Administration (FAA) - National aviation authority of the United States. As an agency of the United States Department of Transportation, it has the authority to regulate and oversee all aspects of American civil aviation.

Remote Pilot Certificate with a Small UAS Rating - A certificate issued under the Code of Federal Regulations ([14 C.F.R. Part 107](#)) to permit a person to operate a UAS weighing under 55 pounds as a civil aircraft.

Remote Pilot in Command (PIC) - A person who holds a remote pilot certificate with a small unmanned aircraft systems (sUAS) rating and has the final authority and responsibility for the operation and safety of a sUAS operation conducted under 14 CFR Part 107.

Small Unmanned Aircraft System (sUAS) - An unmanned aircraft typically weighing less than 55 pounds. An aircraft, either fixed-wing or rotor-wing, used in law enforcement missions, which flies in the national airspace and is controlled by pilots on the ground. Per Title 14 of the Code of Federal Regulations (14 CFR) Part 107, Small Unmanned Aircraft Systems, the sUAS must be registered with the FAA and have a gross weight of less than 55 lbs. The sUAS will be clearly marked.

Unmanned Aerial System (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV)), and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means.

Visual Line of Sight (VLOS) - The ability of the Remote Pilot in Command to see the aircraft at all times when in flight using the unaided eye with sufficient clarity to determine the aircraft's location, attitude, altitude, and direction of flight, and to avoid other aircraft or hazards.

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Visual Observer (VO) - Visual Observer (VO): A person who is designated by the PIC to supplement situational awareness and VLOS and assist with seeing and avoiding other air traffic or objects aloft or on the ground. The VO must be able to effectively communicate:

- The small UA location, altitude, and direction of flight.
- The position of other aircraft or hazards in the airspace.
- The determination that the UA does not endanger the life or property of another.

605.2 POLICY

Unmanned aerial systems may be utilized to enhance the department's mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

605.3 PRIVACY

The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

605.4 PROGRAM COORDINATOR

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for department operations.
- Ensuring that all authorized operators and required observers have completed all required FAA and department-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing uniform protocols for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging incidents. Deployment of a UAS shall require written authorization of the Chief of Police or the authorized designee, depending on the type of mission.
- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).

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- Developing protocols for conducting criminal investigations involving a UAS, including documentation of time spent monitoring a subject.
- Implementing a system for public notification of UAS deployment.
- Developing operational protocols governing the deployment and operation of a UAS including but not limited to safety oversight, use of visual observers, establishment of lost link procedures, and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continuing airworthiness of a UAS, up to and including its overhaul or life limits.
- Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Facilitating law enforcement access to images and data captured by the UAS.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Chief of Police.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.

605.5 USE OF UAS

All deployments of UASs shall be authorized by supervisory personnel, be in state and federal legal and regulatory compliance, as well as in compliance with the policy and procedures defined herein.

A. Restrictions on the use of a UAS:

1. Only authorized operators who have completed the required training shall be permitted to operate the UAS.
2. Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.
3. UAS operations should only be conducted consistent with FAA regulations.

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4. Authorized agency/department/office personnel shall only deploy a UAS for a public safety purpose.
 5. Authorized agency personnel shall not deploy a UAS in a careless or reckless manner or in violation of FAA rules governing use of UAS by governmental agencies or any other applicable state or federal law.
 6. No authorized agency personnel shall operate more than one UAS at a time.
- B. Use of UAS: UASs may be used for the following purposes, which may be updated:
- A. Training: To assist remote pilots and aircrews in maintaining proficiency in operation skills of UASs.
 - B. Public demonstration: To educate the public regarding the law enforcement use of UAS.
 - C. Agency assistance: To assist another government agency not possessing a UAS, with situational awareness, search and rescue, tactical deployment, visual perspective, or scene documentation.
 - D. Scene documentation: To document a crime scene, accident scene, or other major incident scene.
 - E. Visual perspective: To provide an aerial perspective to assist officers with directing crowd control, traffic, special circumstances, and temporary perimeter security.
 - F. Tactical deployment: To support the positioning of officers and equipment in emergency situations, such as incidents involving hostages and barricades, and other temporary perimeter security situations.
 - G. Search and rescue: To assist in missing person investigations and other search and rescue missions.
 - H. Situational awareness: To assist decision-makers in understanding the nature, scale or scope of an incident and for planning and coordinating an effective response.

605.6 PROHIBITED USE

The UAS video surveillance equipment shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.
- The UAS shall not be weaponized.

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605.7 RETENTION OF UAS DATA

- A. Data collected by the UAS shall be retained as provided in the established records retention schedule.
- B. Data captured or recorded by UASs shall be the sole property of the agency.
- C. Only data that is necessary for law enforcement purposes will be gathered and stored.
- D. Information gathered from the use of a UAS will be protected in accordance with policy.
- E. Requests for information gathered through the use of a UAS will be handled in accordance with policy.
- F. Information gathered from a UAS will only be shared with other agencies for law enforcement purposes.
- G. Retention of Records:
 - 1. Authorized personnel shall handle and store captured data in accordance with the public records policy for storing digital files and applicable statutes regarding, but not limited to, evidence, discovery, and disclosure pursuant to the Ohio Public Records Act at Ohio Revised Code (ORC) Section 149.43. Any requests for data disclosure should be reviewed by legal counsel.
 - 2. Authorized agency personnel shall securely download all captured data at the completion of each mission. Each data file shall be given a unique label, according to the agency's file classification system. The associated report shall include, but not be limited to, report and/or call number, date, time, location, involved personnel, and other mission identifiers.
- H. Permitted Review of Data:
 - 1. Access to captured data must be specifically approved by authorized supervisory personnel and documented.
 - 2. Access records are to be audited regularly to ensure that only approved users are accessing the data for authorized purposes.
 - 3. Review of data will be authorized under the following terms:
 - (a) The Chief of Police or authorized supervisory personnel shall be permitted to review a copy of captured data for purposes of investigating alleged misconduct reports or meritorious conduct; whenever such data would be beneficial in reviewing the performance of the personnel who captured the data, or were involved with the incident depicted; and to determine whether data is of value as a training tool.
 - (b) The Chief of Police and other members of the department will be permitted to review a copy of captured data for purposes of conducting a criminal investigation; preparing for courtroom testimony or courtroom presentation; providing testimony pursuant to an administrative inquiry; assisting the officer in professional development; or to inform strategy related to the administration of the UAS.

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- (c) When a third party is authorized by the agency to capture data pursuant to a current COA or emergency COA, or any other method as an agent of the agency, the agent shall not be permitted to keep, independently access, edit, alter, erase, duplicate, share, or otherwise distribute a copy of captured data without the written consent of the Chief of Police or authorized supervisory personnel.
 - (d) The department shall be notified of data, as set forth previously, with regard to any criminal investigation, and shall be permitted to review a copy of captured data as it pertains to that investigation.
 - (e) Retained data shall be stored in accordance with the minimum standards for such records required by the Ohio Public Records Act, ORC 149.43
 - (f) Non-evidentiary data, not relevant to a criminal investigation, emergency management, or mapping shall be retained for a minimum of six months or in accordance with the records retention policy of the department.
- I. If no extension of data retention is required, the data and any copies may be destroyed in accordance with the department's record retention and destruction procedures. Authorized supervisory personnel shall review all data scheduled for destruction. Data may be retained beyond the retention period if it contains significant historic information or may be beneficial to law enforcement in the future. If data is deemed useful as a training tool by authorized supervisory personnel, data can be retained for as long as needed and in compliance with the applicable records retention schedule.
- J. No agency personnel may edit, alter, erase, duplicate, share, or otherwise distribute captured data in any manner externally, without prior written authorization and approval from authorized supervisory personnel. When approval is granted:
 - 1. Personnel shall document on a form or database designed for that purpose the requesting party and the rationale for determining whether to release a copy of captured data.
 - 2. Personnel shall document any changes or edits made to a copy of captured data and the rationale for doing so on a written form or database designed for that purpose. Changes or edits to a copy of captured data may be done to preserve the privacy of third-party individuals. The original data shall be stored and maintained in an unaltered state to maintain its integrity and metadata. Any alterations, erasures, redactions, or sharing of data shall be done using a copy of the original data file.
 - 3. A copy of captured data disclosed to a member of the public may only be edited upon advice of agency/department/office legal counsel for any reason, including preserving the privacy of individuals that are captured in the data when they have a reasonable expectation of privacy or for their safety.

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605.8 PROCEDURES

Officers certified to deploy the UAS should be aware of any Fourth Amendment protections before deploying the UAS. Officers will abide by all search and seizure regulations and search warrant requirements while deploying the UAS.

- A. Procedures for use of a UAS: All deployments of UASs shall incorporate the following procedures to assure authorized use, safe operation, secure storage, and documentation:
 - 1. The agency shall consult with legal counsel regarding any search warrant. Authorized agency personnel shall obtain a search warrant when there is reasonable belief that the flight of a UAS or the collection of data may intrude upon a place and time when a person has a reasonable expectation of privacy, as assured by the U.S. Constitution and the Ohio Constitution.
 - 2. The agency must obtain applicable authorizations, permits, or certificates required by the FAA prior to deploying or operating the UAS, and these authorizations, permits, and certificates shall be maintained and current.
 - 3. UAVs shall be operated solely by authorized personnel duly trained and certified as a remote pilot by the FAA.
 - 4. Authorized agency personnel shall inspect and test UAVs prior to each deployment to verify general airworthiness and mission specific equipment functionality.
 - 5. Authorized agency personnel shall inspect crew fitness, lighting, line-of-sight, altitude, and weather conditions prior to each deployment to verify suitability for flight. Inspections shall conform to the following:
 - (a) Crew fitness: Authorized agency personnel shall conduct a preflight briefing at which they shall review the mission, goals, methods and procedures; UAV battery charge and Global Positioning System (GPS) strength; personnel communication procedures; emergency/contingency procedures, including but not limited to, UAV malfunction/failure, flight termination, flight diversion, and lost link procedures; contents of the COA, if applicable; radio frequency to be used; and takeoff and landing site, defined incident perimeter, and flight perimeter.
 - (b) Line-of-sight: Authorized agency personnel shall review the intended flight of UAVs for hazards prior to each deployment. Unless otherwise approved through the FAA, authorized agency personnel shall only deploy UAVs within the line of sight of the operator in an attempt to detect and avoid hazards such as aircraft, trees, and property.
 - (c) Altitude: All UAV flights shall be conducted at less than 400 feet above ground level unless otherwise noted in the COA or approved by the FAA in an emergency COA, or as permitted by other FAA regulations.
 - (d) Weather
 - i. Temperature: Authorized agency personnel shall only deploy UAVs when the temperature is within the parameters set forth by the

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operational guidelines of the UAV. Authorized agency personnel shall adjust UAV battery and flight length as necessary according to temperature.

- ii. Wind: Authorized agency personnel shall measure wind velocity prior to each deployment and shall only deploy UAVs when the wind velocity is within the parameters set forth by the operational guidelines of the UAV.
 - iii. Rain, snow, fog: Prior to deployment of a UAV, authorized agency personnel shall ascertain whether rain, snow, or fog may decrease visibility or operator safety. Authorized agency personnel may deploy UAVs if weather conditions do not prevent personnel from adhering to line-of-sight and minimum weather requirements.
- 6. Authorized agency personnel shall store UAVs in a secure manner as well as maintain and operate UAVs with proper care and in the event of an equipment malfunction, report it to authorized supervisory personnel as soon as possible, cease deployment immediately, and document it in a written report.
 - 7. Authorized supervisory personnel shall coordinate maintenance, repairs, and updates of UAVs as well as coordinate on a regular basis with appropriate agency/department/office information technology staff regarding system-related issues.
 - 8. Per federal regulation, authorized supervisory personnel shall inform local air traffic control of an impending flight or obtain a waiver of notice from local air traffic control at the issuance of the COA.
 - 9. All UAV flights shall be documented on a form or database designed for that purpose and shall include, but not be limited to:
 - (a) The reason or purpose for the flight.
 - (b) Date, time, duration and location of the flight.
 - (c) Name of the supervisor approving the flight.
 - (d) List of staff members assigned to the flight.
 - (e) The summary of actions taken, and the activities and outcomes from deployment.
 - (f) A brief description of captured data and the storage location.
 - 10.

605.9 COMMAND STRUCTURE

A. Program Coordinator

- 1. Is designated by the Chief of Police and has overall authority and responsibility for matters involving specified sUAS units.

B. Remote Pilot in Command (PIC)

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1. Respond to department requests for sUAS.
 2. Keep sUAS and all equipment in deployable working order.
 3. Documentation of all sUAS operations (i.e., training, live operations, maintenance, etc).
 4. Participate in mandatory sUAS training.
 5. Be familiar with applicable case law and rules that apply to the use of sUAS.
 6. Remain certified as a Remote PIC.
 7. Communicate with and submit document to the Program Coordinator, as applicable.
 8. The Remote PIC has the following authority and responsibility:
 - (a) Overall authority of sUAS operations.
 - (b) Initiating the flight only when confident the flight can be conducted safely.
 - (c) May terminate the flight for any reason believed to be hazardous to the operation, personnel, or public safety.
 - (d) Verifying that there is a COA from the FAA to conduct flights in the national airspace and that the flight is in accordance with the COA.
- C. Visual Observer (VO)
1. The Observer has the following authority and responsibility:
 - (a) Responsible for see-and-avoid operations of the aircraft. The Observer will maintain contact with the Remote PIC and communicate any obstacles that the sUAS may encounter throughout the flight.
 - (b) When the flight becomes a hazard to ground personnel or other aircraft, the Observer will immediately notify the Remote PIC.
 - (c) During any phase of the flight, if the Observer notices a malfunction or emergency situation with the sUAS, the Observer will notify the Remote PIC of the situation and instruct the Remote PIC to immediately terminate the flight.
 - (d) Responsible for all radio communications in relation to the flight.

605.10 EQUIPMENT STANDARDS AND DOCUMENTATION

- A. The Fairfield Township Police Department will furnish UASs and UAS-related equipment for operation.
- B. UAS operators are responsible for the care and maintenance of the UAS.
 1. The PIC will be familiar with user-level maintenance.
 2. Only authorized replacement parts will be utilized for repair.

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- C. Any additional maintenance will be referred to the Program Coordinator, who will make the determination of the repair.
- D. At no time will a UAS in need of repair be used for operation flights.
- E. Operators will complete all required documentation for UAS use (i.e., training log, maintenance log, and live operation use).
- F. All documentation shall be submitted to the Program Coordinator immediately following the completion of training and/or missions.

605.11 TRAINING

- A. Authorized agency personnel assigned to operate UASs must complete an agency-approved training program and meet all conditions of the certifications as issued by the FAA. Authorized agency personnel assigned to operate UASs shall also receive additional training at regular intervals to ensure continued effective use, operation, calibration, maintenance, and performance of UASs and to incorporate changes, updates, revisions, and advances in policies, procedures, and regulations in the deployment and use of UASs.
 - 1. UAS remote pilots must have a current remote pilot certificate per 14 Code of Federal Regulations (CFR) Part 107 issued by the Federal Aviation Administration (FAA).
 - 2. All certified remote pilots must complete a required initial training as well as a minimum of eight (8) hours of annual training, which shall be documented.
 - 3. All certified remote pilots and support crew members should engage in applicable skills training no less than once a month in order to retain the knowledge and skills of UAS use.
 - 4. Failure to successfully complete any training or provide training records may be grounds for the officer to discontinue or be removed from all UAS operations.

605.12 FLIGHT AND OPERATIONS

- A. Authorization for active incidents will not be required. Pre-planned events, such as search warrants and crowd management, will need authorization from the Program Coordinator or their designee.
- B. No flight will commence until a minimum of one PIC and one visual observer are present. Multiple observers may be used during an operation if deemed necessary.
- C. Pre-Flight: The Initial Check of the sUAS to ensure that it is in working condition and safe to fly.
- D. Run-Up: The initial startup of the sUAS to ensure all components are powered and responding appropriately before take-off.
- E. Take-off: The sUAS leaves the ground and begins the flight mission.
- F. Emergency: Any instance where the flight has been compromised or an immediately landing is required.

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- G. Landing: The sUAS returns to the takeoff point and begins to power down.
- H. Post Flight: Final inspection of the sUAS to check for any damage or issues that may prevent another flight.

605.13 EMERGENCY AND ACCIDENT SITUATIONS

- A. Any accident involving the operation of the sUAS that results in serious injury/loss of consciousness, or property damage greater than a \$500.00 loss, should be reported to the FAA within ten (10) days.
- B. Documentation in the form of a report and photographs will be completed to document the injuries, crash incident, and any other information needed.
- C. The supervisor will conduct a property damage investigation in accordance with SOP.
- D. In-Flight Emergency Procedures
 - 1. In case of a Fly Away situation:
 - (a) Change the aircraft's Flight Mode to Attitude (ATTI) mode and try to regain control
 - 1. If the control is not restored, activate the aircraft's Return to Home (RTH). Check whether the mode is functional and/or if the control of the aircraft has been regained
 - (b) Turn off and on the controller and try to recover control of the aircraft
 - (c) If safe to do so, attempt to power off the motors
 - (d) If aircraft flyaway continues, note aircraft battery life, height, speed, and heading
 - (e) Maintain Visual Line of Sight (VLOS) with the aircraft for as long as possible. Once the aircraft has been recovered, remove it from service and contact any emergency personnel if needed.
 - 2. In case of loss of visual contact with the aircraft:
 - (a) Check if any other individual has a visual of the aircraft
 - (b) Consider increasing altitude to clear known obstacles
 - (c) Focus on the video stream and navigate the aircraft home
 - (d) Use map/radar to manually fly aircraft home
 - (e) Engage Home link procedure on the controller
 - 3. In case of loss of radio contact with the aircraft:
 - (a) Focus on visual contact and track the sUAS to determine its location
 - (b) If possible, get others to help as a spotter
 - (c) Try to realign antennas to regain contact

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- (d) If contact attempts fail, the aircraft will automatically use the loss link procedure and return to a predetermined location
- 4. In case of loss of GPS with aircraft:
 - (a) Keep visual contact with the aircraft and fly home manually
 - (b) Focus on the video stream and navigate the aircraft home
- 5. Recovery situation:
 - (a) If the aircraft is "lost" in a known location, make sure it is safe to attempt recovery
 - (b) Consider getting assistance if the location is deemed inaccessible or unsafe
- 6. In case of injury
 - (a) Have a medical kit available
 - (b) Request medical professionals to the scene (e.g., fire department)
 - (c) Know where the nearest medical facility is located in case transport is needed.
- 7. Lost Link Procedure:
 - (a) If the control link is lost for more than the applicable time, the aircraft will immediately climb to a predetermined altitude and return to the recovery point.
 - (b) Once at the recovery point, the aircraft will begin a slow descent for landing

605.14 AUDITS

- A. Unmanned aerial vehicle audit protocol:
 - 1. Supervisory personnel shall annually audit UAS flight documentation and data Authorized access records and produce a periodic audit report detailing the results of the audit and any changes or corrections made to the flight time counter, captured data, and data access records.
 - 2. Authorized supervisory personnel shall annually audit the policy and procedures and make recommendations for any necessary amendments.

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-119**

**RESOLUTION AUTHORIZING THE CREATION OF POLICE DRONE OPERATOR
POSITION IN THE POLICE DEPARTMENT AND APPROVING THE POSITION
DESCRIPTION.**

WHEREAS: The Police Chief has indicated a need for a Drone Operator within the Police Department;
and

WHEREAS: The Drone Operator position will be considered an extra duty position under the direct supervision of the Police Chief;

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 creation of a Drone Operator position in the Police Department and approves the associated job description attached for the position.

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: September 9, 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 Police Department
Position Description – Police Drone Operator
September 9, 2025

Position Summary

The Police Drone Operator is responsible for piloting and maintaining unmanned aerial systems (UAS) to support law enforcement operations in a part-time or collateral duty capacity. This role is suited for sworn officers who support UAS operations alongside their primary duties. This position plays a significant role in operations, including, but not limited to, criminal and traffic crash investigations, tactical operations, crime scene documentation, surveillance, and search and rescue. The operator ensures drones are used safely, legally, and effectively to enhance public safety and support officers in the field. A drone operator must be able to perform this job successfully and must be able to perform each essential duty and responsibility satisfactorily.

Key Responsibilities

UAS Operation and Support – Operate drones during active law enforcement missions, including, but not limited to:

- Criminal investigations.
- Crime scene and/or accident scene investigations.
- Search and rescue operations.
- Surveillance of suspects or locations (with appropriate warrants and authority).
- Traffic and crowd monitoring.
- Disaster response and damage assessment.

Ensure all flights comply with FAA regulations, department policies, and state privacy laws.

Equipment Maintenance

- Perform basic inspections and maintenance of drone equipment, including pre-flight and post-flight inspections.
- Perform basic maintenance and troubleshooting of drones and associated software.
- Ensure readiness of UAS systems (batteries charged, software updated, sensors functional, etc.)
- Notify supervisors of any equipment needs or issues.

Mission Planning

- Participate and coordinate in mission planning when notified.
- Plan safe and efficient flight operations.
- Evaluate weather, airspace restrictions, and terrain before each deployment.
- Document flight details and operational outcomes after each deployment.

Data Management and Reporting

- Collect and manage video and photographic evidence from drone missions.
- Maintain digital files according to evidence handling procedures.
- Prepare brief operational summaries for inclusion in reports.

Legal and Ethical Compliance

- Operate within FAA regulations and Ohio UAS laws.
- Respect privacy and evidentiary guidelines when flying.

- Stay informed about updates to FAA UAS regulations, department policy, and state and other applicable rules and/or laws regarding drone use.

Skills and Qualifications

- Strong understanding of FAA Part 107 regulations.
- Ability to operate drones safely under various conditions.
- Knowledge of video/photo evidence handling procedures.
- Excellent communication skills and situational awareness.
- Knowledge of law enforcement operations and tactical procedures and basic familiarity with maps, GPS, and GIS tools is a plus.

Training Requirements

- FAA Part 107 Remote Pilot Certificate (required)
- Department-approved UAS training or equivalent law enforcement drone training course.
- Ongoing familiarization with agency UAS policy and state regulations.

Other Requirements

- Must be a current sworn officer in good standing with the department.
- Minimum two years of police experience preferred.
- Ability to work irregular hours and willing to respond on-call to emergency calls, as needed for drone operations.
- Able to manage drone duties alongside normal shift responsibilities.
- Physical fitness sufficient for deployment in field environments.

The specifications above are intended to be sufficient merely to identify the role and be illustrative of the kinds of duties that may be assigned and should not be interpreted to describe all the duties employees in this position may be required to perform.

I have reviewed this position description, and I understand all my job duties and responsibilities. I acknowledge I can perform the essential functions as outlined. I understand that my responsibilities may change on a temporary or regular basis according to the needs of my location or the department, without it being specifically included in the position description. If I have any questions about job duties not specified in this description that I am asked to perform, I will discuss them with my immediate supervisor and the drone unit coordinator.

I further understand that future performance evaluations are based on my ability to perform the duties and responsibilities outlined in this job description to the satisfaction of my immediate supervisor. I confirm that I have discussed any questions I may have had about this position description before signing this form.

Employee (printed name): _____

Employee (signature): _____ Date: _____

Supervisor (signature): _____ Date: _____

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-120**

**RESOLUTION AUTHORIZING THE PURCHASE OF DRONES, THE NECESSARY
ACCESSORY EQUIPMENT, AND THE APPLICATION SOFTWARE FROM DSLRPROS
INTELLIGENT DRONE SOLUTIONS FOR THE POLICE DEPARTMENT IN THE AMOUNT
OF \$29,738.00 AND PAID FROM THE DRUG LAW ENFORCEMENT FUND #2221 AND THE
EQUITABLE SHARING FUND #2911.**

WHEREAS: The Police Chief is requesting to implement a drone program within the police department; and

WHEREAS: A drone program would be a strategic step forward in investigations, enhancing public safety, and modernizing the department's response capabilities, as well as supplementing the law enforcement operations which will increase the ability to investigate drug crimes and other crimes related to drug activity; and

WHEREAS: The purchase of drones for the Police Department will be used in the furtherance of criminal investigations, search warrants, real-time aerial support and deployment inside the interior of a building or vehicle where there may be an immediate danger to persons or responding officers; and

WHEREAS: The Police Chief is requesting new drones to purchase for the Police Department; and

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

WHEREAS: The new drones will be purchased out of the Drug Law Enforcement Fund #2221 and the Equitable Sharing Fund #2911;

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

SECTION 1: The Board hereby approves the purchase of drones \$15,645.00, accessory equipment \$9,493.00 and software \$4,600.00 for the Police Department from DSLRPros Intelligent Drone Solutions, at a total cost of \$29,738.00, attached hereto as Exhibit "A" and will be paid from the Drug Law Enforcement Fund #2221 and the Equitable Sharing Fund #2911.

SECTION 2. The Board also hereby approves other costs associated with the implementation of the program to be determined on a case-by-case basis which includes the testing process, training, and purchasing some minor equipment to be installed in the vehicles in the amount of \$1,500.00 each.

SECTION 3: 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 4: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

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

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

Adopted: September 9, 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 POLICE DEPARTMENT

Law Enforcement Drone Unit



Captain Doug Lanier

June 10, 2025

August 18, 2025 (Revised)

June 10, 2025

August 18, 2025 (revised)

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 would serve as the program coordinator as outlined in the FTPD policy (pending final approval). This is a specialized assignment, and additional drone operators will be selected based on interest, police experience, work history, commitment to the program, and 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 Matrice 4T 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 Matrice 4T, 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 thermal imaging 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 Matrice 4T due to its capabilities. In addition to what the Matrice 4T provides, it can be flown in harsher weather conditions and has better quality cameras.

- \$ 9,493 – Matrice 4T
- \$15,645 – Matrice 30T
- **\$25,138 – 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 purposes, and this would be a valuable investment to supplant police operations and investigations. The initial implementation of this program for the two drones and the software application would be \$29,738.

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

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-121**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE FAIRFIELD TOWNSHIP POLICE
DEPARTMENT AND THE UNITED STATES SECRET SERVICE.**

WHEREAS: Fairfield Township is and will be looking for ways to reduce costs across all departments; and

WHEREAS: The Fairfield Township Police Department has reached out to the United States Secret Service as they provide cell phone searching technology as it pertains to search warrants free to local police departments; and

WHEREAS: This service will save the township over \$17,000.00; and

WHEREAS: the MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001; and

WHEREAS: This MOU is established pursuant to provisions of the Treasury Forfeiture Act of 1992, 31 USC 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9705 (a)(1)(I)(hereinafter "overtime costs and other expenses"); and

WHEREAS: This MOU establishes procedures and responsibilities of both the Fairfield Township Police Department and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9705.

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 Township Administrator to Execute a Memorandum of Understanding between Fairfield Township Police Department and the United States Secret Service.

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: September 9, 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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE FAIRFIELD TOWNSHIP POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE**

The Fairfield Township Police Department and the United States Secret Service (Secret Service) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Fairfield Township Police Department and the Secret Service or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the Secret Service to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States. The Secret Service has since consolidated its Financial Crimes Task Forces with its ECTFs, renaming the consolidated task forces as its Cyber Fraud Task Forces (CFTFs).

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Fairfield Township Police Department and the Secret Service for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The Fairfield Township Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the Secret Service CFTF in conducting official investigations. The Fairfield Township Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the Secret Service CFTF supervisor. Request for reimbursement will be based

solely upon overtime worked and other expenses performed on behalf of the Secret Service CFTF.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the Secret Service CFTF supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.
- (c) The Secret Service CFTF supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) of the Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, the U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Secret Service CFTF, the Fairfield Township Police Department will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the CFTF and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the Secret Service through the Department of the Treasury Forfeiture Fund.
- (e) The Fairfield Township Police Department shall permit and have readily available for examination and auditing by the Secret Service, the U.S. Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.
- (f) Payments may be made to the extent they are included in the Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Fairfield Township Police Department, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.
- (i) The Fairfield Township Police Department shall provide the Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Fairfield Township Police Department wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary

costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Fairfield Township Police Department and the Secret Service. Such amendment is effective upon the date of approval.

U.S. Secret Service

Fairfield Township Police
Department

Cincinnati Field Office

SAIC Yvonne DiCristoforo

Chief Robert Chabali

Date: _____

Date: _____

U.S. Secret Service
Criminal Investigations Division

SAIC (Name)

Date: _____

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-122**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO PURCHASE A
NEW CAMERA FOR THE MEETING ROOM FROM PCS IN THE AMOUNT OF \$8,090.83
AND WILL BE PAID FROM THE GENERAL FUND #1000.**

WHEREAS: The original camera for the meeting room that is being utilized to live stream meetings is insufficient; and

WHEREAS: The Administrator is recommending that the camera be replaced; and

WHEREAS: This purchase will make provide a camera that has excellent image quality with smooth controls and broadcast-quality audio for professional webcasting;

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

SECTION 1: The Board of Trustees hereby authorizes the Township Administrator to purchase a new camera for the meeting room from PCS in the amount of \$8,090.83 and will be paid from the General Fund #1000, as set forth on the attached Exhibit A.

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

SECTION 3: 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 4: This resolution shall take effect at the earliest period allowed by law.

Adopted: September 9, 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



Access Control

Audio/Video

Fiber Optic Install

Video Surveillance

Voice/Data Cabling

PCS Cincinnati

11711 Chesterdale Rd

Cincinnati, OH

45246

513.733.9473

PCS Louisville

11834 Capital Wy

Louisville, KY

40299

502.791.5200

PCS Detroit

50 Kirts Blvd

Troy, MI

48084

248.430.5147

PCS Columbus

400 Metro Pl N

Columbus, OH

43017

614.867.9779

www.professionalcablingsolutions.com

Quote

Quote# 26580

Date 08/22/2025

Customer Job Location

Fairfield Admin Building

6032 Morris Road

Fairfield TWP, OH 45011

Chuck Goins

Phone: (513) 785-2266

Email: cgoins@fairfieldtwp.org

Estimator

Jeffrey Hollingsworth

jeff@pcswiring.com

(513)733-9473

Customer

SWOCA

Scope of Work

Budgetary

- Install, terminate, test, and label Qty (1) cat6 data cable from Conference Room to IT room.
- Install and configure Qty (1) AXIS V5925 PTZ Conference Camera
- Provide Qty (1) CamStreamer & CamOverlay License. Configure apps.
- Provide end user training.

Assumptions:

- PoE+ switch port with internet access to be available

Labor and Material: 8,090.83

Additional Value and Information as Applicable

- All materials will meet or exceed current EIA/TIA standards.
- All labor will be installed by manufacturer-authorized installers, ensuring cable performance is maximized.
- Product and System Performance Warranty per Manufacturer Specifications.
- Unless otherwise stated in the above scope the following is to be provided by others: Electric; Demarc Extension; Core Holes; Plywood Backboards; Installation of raceway, conduit and Panduit
- All work to be performed during normal business hours 8am- 5pm, Monday through Friday, unless otherwise specified.
- Applicable Taxes and Freight are not included, but added

Proposal Acceptance Signature _____ Date _____

Print Name _____ Title _____ Phone _____

Terms for All Quotations: Price valid for thirty (30) days from date of quote. Payment due upon completion, net 30 days, and subject to credit approval. Sales tax not included. Shipping charges to be added unless otherwise noted in scope of work statement. Progress billing and billing for stored material shall apply. Any alterations to the above specifications involving extra cost will become an extra charge over and above the estimate provided.



AXIS V5925 PTZ Camera

Broadcast-quality HDTV 1080p PTZ camera

AXIS V5925 combines excellent image quality with smooth PTZ control and broadcast-quality audio for professional webcasting. It's compatible with VISCA joysticks and VISCA over IP, making it easy to integrate with your existing AV installations. Offering enhanced security features such as signed firmware and secure boot, it ensures the integrity and authenticity of the firmware. Furthermore, Axis Zipstream with H.264 and H.265 significantly reduces bandwidth and storage requirements without compromising image quality. NDI® compliant (license to be bought separately).

- > **HDTV 1080p at 60 fps and 30x zoom**
- > **High-quality audio with XLR inputs**
- > **VISCA and VISCA over IP support**
- > **Camstreamer 3-month trial included**
- > **3G-SDI and HDMI outputs**

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-123**

**RESOLUTION AUTHORIZING TURF REPLACEMENT AT HEROES PARK BY DWA
RECREATION IN THE AMOUNT OF \$21,240.00 PAID FROM THE GENERAL FUND #1000.**

WHEREAS: The Board of Trustees replaced the playground at Heroes Park in 2020 and installed new turf around the play areas; and

WHEREAS: The turf has developed a tear in the seams on the pipe hill area and must be replaced; and

WHEREAS: The Board of Trustees are authorized under Section 505.26 and 505.261 to “devise plans for the maintenance and improvement of the park and award all contracts for maintenance and improvement in the manner provided by the law governing township trustees in awarding contracts for public improvements”.

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 turf replacement from DWA Recreation in the amount of \$21,240.00 paid from the General Fund #1000.

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

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

SECTION 4: That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

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

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

Adopted: September 9, 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 Barbiere, Township Law Director



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
Info@dwarec.com

05/06/2025
Quote #
107603-01-01

Heroes Park - Turf Mound Repair

Fairfield Township
Attn: Chuck Goins
3653-3697 Millikin Rd
Hamilton, OH 45011
United States
Phone: 513-785-2266
cjoins@fairfieldtwp.org

Project # 107603
Job # 107603-01
Ship to Zip 45011

Quantity	Part #	Description	Unit Price	Amount
1	INSTALL	DWA - Turf Mound Repair - Pricing Includes: All materials for the turf, Installation materials, all associated freight charges, and a professional installation by a trained and certified installation team. - Removal and Disposal of existing turf. - Installation of Turf. - Cleanup Pricing Does Not Include: - Subgrade preparation and Safety Foam Repairs. - Subgrade drainage - Cast In Place Concrete - Relocation of existing utilities - Soils or compaction testing - Permits or Fees - Bonds - Survey or Layout	\$21,240.00	\$21,240.00
			Sub Total	\$21,240.00
			Total	\$21,240.00

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Orders must be made out to:
DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

05/06/2025
Quote #
107603-01-01

Heroes Park - Turf Mound Repair

Bill To:

Business/Company: _____
Contact: _____
Address: _____
City, State, Zip: _____
Office Number: _____
Cell Phone: _____
Email: _____
Fax: _____

Ship To:

☐ Same as Bill To

Business/Company: _____
Contact: _____
Address: _____
City, State, Zip: _____
Office Number: _____
Cell Phone: _____
Email: _____
Fax: _____

Project/Site Location:

☐ Same as Bill To ☐ Same as Ship To

Business/Company: _____
Contact: _____
Address: _____
City, State, Zip: _____
Office Number: _____
Cell Phone: _____
Email: _____
Fax: _____



P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

05/06/2025
Quote #
107603-01-01

Heroes Park - Turf Mound Repair

Purchasing Information:

Purchase Amount: \$21,240.00

Sales Tax Exemption Certificate #: _____

P.O. No: _____

Please provide a copy of Tax Exemption Certificate, P.O., Copy of Check, or any other applicable payment information with this quote.

Acceptance of quotation:

Please Initial:

_____ I hereby acknowledge that I have received a copy of this quote and agree to all terms set forth within.

_____ I confirm that I have had the opportunity to review and ask questions regarding the terms detailed in this quote. I agree to all terms as stated.

_____ I certify that I have carefully read and comprehended the contents of this quote and contract. By signing below, I signify my consent and agreement to all terms specified, including the payment terms.

Accepted By (printed): _____

Date: _____

Accepted By (signature): _____

Title: _____

Phone Number: _____

Email: _____

Sales Representative: Zach Theobald



Playground Grass by ForeverLawn 15-Year Limited Warranty and Closed Loop Warranty System

Warranty valid upon registration.

The ForeverLawn® Fifteen-Year Limited Warranty is part of our Closed Loop Warranty System, which registers your Playground Grass™ by ForeverLawn® purchase and ensures premium service over the life of the product. Registration of your Playground Grass purchase connects the product with the address of installation or use and connects you, the warranty holder, directly with the warranty provider—ForeverLawn, Inc.

ForeverLawn, Inc. warrants that your Playground Grass product will be free from defects in materials for a period of fifteen (15) years from the original purchase date. Additionally, ForeverLawn, Inc. warrants against excessive or premature wear (stipulated as more than 20% decrease in pile height defined by the specifications sheet) and ultraviolet degradation.

Transferability:

Upon registration, the warranty is connected to the address of use or installation and becomes transferable to a new owner of the property. Because the Closed Loop Warranty System links the Playground Grass purchase to an address, notification of a change in ownership is not required; however, if you would like to update the owner contact information in our Closed Loop Warranty System, you can do so by e-mailing us at warranty@foreverlawn.com.

What is not covered:

- Damage from misuse, abuse, or vandalism.
- Damage from external sources including, but not limited to, flames or heat from small equipment engines, vehicle or equipment exhaust, or other high heat sources.
- Damage caused by magnified light sources including window reflection or other light-magnifying or reflective objects.
- Damage caused by vehicles or heavy equipment driving on the turf.
- Damage or excessive wear under fast-spinning equipment, swings, and other concentrated wear areas such as PlayMounds, logos, and color accents.
- Normal wear and tear including, but not limited to, laying down or compression of fibers and discoloration due to residue buildup on the fibers.
- Conditions arising from a change in site condition such as shifting earth or nearby structures.
- Acts of God such as, but not limited to, fire, flood, and lightning damage.
- Installation-related issues.

What you must do:

- Identify problem area with photographs and documentation.
- Contact ForeverLawn, Inc. via telephone (866.992.7876) or e-mail (warranty@foreverlawn.com) with description and documentation of issue. Include in this contact: name, contact information, and address of installation.

What we will do:

- ForeverLawn, Inc., at its discretion, will repair or provide replacement for the defective product or component at a cost to the purchaser/owner based on the following table. The "price" is the cost of the defective product or component at the time the warranty claim is made, or the price of a comparable product or component if the original product or component is no longer in production.
- This warranty covers replacement product and re-installation of defective turf when installed by an exclusive ForeverLawn dealer.

Months After Original Purchase Date	Purchaser/Owner's Cost
0-36 months	No cost
37-48 months	30% of replacement price
49-60 months	50% of replacement price
61-84 months	60% of replacement price
85-108 months	70% of replacement price
109-144 months	80% of replacement price
145-180 months	85% of replacement price

Limitations:

- Your exclusive remedy, IN LIEU OF ALL INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING FOR NEGLIGENCE, is limited to repair or replacement of any product or component deemed to be defective under the terms and conditions stated above. ForeverLawn, Inc. will bear no other damages or expenses.
- Repair or replacement of a product or component under the terms of this limited warranty in no way lengthens the limited warranty period.

Outside the terms and conditions specifically outlined herein, ForeverLawn, Inc. does not make any representations or warranties, whether written or oral, statutory, express or implied, including without limitation, any warranty of merchantability or of fitness for a particular purpose. ForeverLawn, Inc. disclaims any liability for any special, incidental, or consequential damages of any nature whatsoever. This warranty is governed by the laws of the state of Ohio without regard to rules pertaining to conflicts of law. The state or federal courts for Stark County, Ohio, shall have exclusive jurisdiction over any disputes relating to this warranty.





The following terms and conditions will be applied to you ForeverLawn Limited Warranty where applicable:

SafetyFoam Pro™

ForeverLawn, Inc. warrants the structural integrity of your SafetyFoam Pro™ to be free from defects and premature material breakdown for a period of fifteen (15) years from the original purchase date. SafetyFoam Pro should not be exposed to direct sunlight for more than ten (10) days during installation; doing so will nullify the warranty. Please note that this warranty does not cover damage caused by vehicles or heavy equipment driving on the products that alter the performance of the SafetyFoam Pro.

PlayMounds:

ForeverLawn, Inc. warrants the structural integrity of your PlayMound to be free from defects for a period of fifteen (15) years from the original purchase date. Additionally, there is a two-year warranty on the installation and premature wear of your ForeverLawn turf purchase when installed on a ForeverLawn PlayMound. Please note that this warranty does not cover damage caused by moving unanchored PlayMounds. No extended warranty beyond two (2) years is available for ForeverLawn turf installed on PlayMounds.

Months After Original Purchase Date	Purchaser/Owner's Cost
0-36 months	No cost
37-48 months	30% of replacement price
49-60 months	50% of replacement price
61-84 months	60% of replacement price
85-108 months	70% of replacement price
109-144 months	80% of replacement price
145-180 months	85% of replacement price

Logos/Funserts™/Color Accents:

ForeverLawn, Inc. warrants these high-traffic products to be free from defects in materials for a period of six (6) years from the original purchase date. Additionally, ForeverLawn, Inc. warrants against product failure and ultraviolet degradation under the following proration schedule:

Months After Original Purchase Date	Purchaser/Owner's Cost
0-36 months	No cost
37-48 months	50% of replacement price
49-60 months	65% of replacement price
61-72 months	80% of replacement price

**Damage caused by magnified light sources including window reflection or other light-magnifying or reflective objects on any non-nylon turf accessories will not be covered under this warranty.*

THIS IS AN APPLICATION FOR A CLAIMS MADE AND REPORTED POLICY. THIS APPLICATION IS NOT A BINDER.

This application for NetGuard® Plus Cyber Liability Insurance is intended to be used for the preliminary evaluation of a submission. When completed in its entirety, this application will enable the Underwriter to decide whether or not to authorize the binding of insurance. Please type or print clearly and answer all questions. If space is insufficient to answer any question fully, attach a separate sheet. Complete all required supplemental forms/applications. "You" and "Your", as used in this application, means the Applicant.

Please refer to the attached Cyber Glossary for an explanation of the cyber security terms that appear in bold face type.

1. GENERAL INFORMATION

Name of Applicant: **Fairfield Township**

Street Address: **6032 Morris Road**

City, State, Zip: **Hamilton OH 450115118** Phone: **(513) 887-4400**

Website: **https://www.fairfieldtwp.org** Fax: **(513) 887-4405**

Applicant is a(an): ☐ Affiliated ☐ Individual ☐ Corporation ☐ Partnership ☐ Other: _____

2. REQUIRED ADDITIONAL INFORMATION

a. Total number of employees: **150**

b. Has the name of the Applicant changed, or has any merger or consolidation taken place, in the past 12 months? ☐ Yes ☒ No

If "Yes", provide details on a separate page.

c. Have there been any material changes in the Applicant's security controls in the past 12 months? ☐ Yes ☒ No

If "Yes", provide details on a separate page.

d. Has the Applicant acquired any subsidiaries, affiliated companies or entities in the past 12 months? ☐ Yes ☒ No

If "Yes", attach a list with a description of (1) the nature of operations of each such subsidiary, affiliated company or entity, (2) its relationship to the Applicant and (3) the percentage of ownership by the Applicant.

3. REVENUES

	<u>Current</u> Fiscal Year ending / 12/2022 (current projected)	<u>Last</u> Fiscal Year ending / 12/2021
Total gross revenues:	\$ \$6,376,912.73	\$ \$14,580,621.31

4. RECORDS

a. Do you collect, store, host, process, control, use or share any private or sensitive information* in either paper or electronic form? ☒ Yes ☐ No

If "Yes", provide the approximate number of unique records:

Paper records: **1000** Electronic records: **1000**

*Private or sensitive information includes any information or data that can be used to uniquely identify a person, including, but not limited to, social security numbers or other government identification numbers, payment card information, drivers' license numbers, financial account numbers, personal identification numbers (PINs), usernames, passwords, healthcare records and email addresses.

b. Do you collect, store, host, process, control, use or share any biometric information or data, such as fingerprints, voiceprints, facial, hand, iris or retinal scans, DNA, or any other biological, physical or behavioral characteristics that can be used to uniquely identify a person? ☒ Yes ☐ No

If "Yes", have you reviewed your policies relating to the collection, storage and destruction of such information or data with a qualified attorney and confirmed compliance with applicable federal, state, local and foreign laws?

☒ Yes ☐ No

c. Do you process, store or handle credit card transactions? ☒ Yes ☐ No

If "Yes", are you PCI-DSS Compliant? ☒ Yes ☐ No

5. IT DEPARTMENT

This section must be completed by the individual within the Applicant's organization who is responsible for network security. As used in this section only, "you" refers only to such individual.

a. Within the Applicant's organization, who is responsible for network security?

Name: **Julie Vonderhaar**

Title: **Administrator**

Phone: **513-887-4400**

Email address: **jvonderhaar@fairfieldtwp.org**

IT Security Designation(s): **SWOCA**

- b. The Applicant's network security is: ☒ Outsourced; provide the name of your network security provider:

SWOCA

☐ Managed internally/in-house

- c. If the Applicant's network security is outsourced, are you the main contact for the network security provider named in question b, above? ☒ Yes ☐ No

If "No", provide the name and email address for the main contact: _____

- d. How many IT personnel are on your team? 5

- e. How many dedicated IT security personnel are on your team? 1

By signing below, you confirm that you have reviewed all questions in Sections 6 through 8 of this application regarding the Applicant's security controls, and, to the best of your knowledge, all answers are complete and accurate. Additionally, you consent to 1) the Insurer conducting non-intrusive scans of your internet-facing systems / applications for common vulnerabilities, and 2) receiving direct communications from the Insurer and/or its representatives regarding the results of such scans and any potentially urgent security issues identified in relation to the Applicant's organization.

Print/Type Name: Dianne French

Signature: _____

6. EMAIL SECURITY CONTROLS

If the answer to any question in this section is "No", please provide additional details in the "Additional Comments" section.

- a. Do you tag external emails to alert employees that the message originated from outside the organization? ^{APPENDED} ☐ Yes ☒ No

- b. Do you pre-screen emails for potentially malicious attachments and links? ☒ Yes ☐ No

If "Yes", complete the following:

- (1) Select your email security provider: Other

If "Other", provide the name of your email security provider: Trustwave

- (2) Do you have the capability to automatically detonate and evaluate attachments in a sandbox to determine if they are malicious prior to delivery to the end-user? APPENDED ☐ Yes ☒ No

- c. Have you implemented any of the following to protect against phishing messages? (check all that apply):

☒ Sender Policy Framework (SPF)

☒ DomainKeys Identified Mail (DKIM)

☒ Domain-based Message Authentication, Reporting & Conformance (DMARC)

☐ None of the above

- d. Can your users access email through a web application or a non-corporate device? ☒ Yes ☐ No

If "Yes", do you enforce Multi-Factor Authentication (MFA)? ☒ Yes ☐ No

- e. Do you use Office 365 in your organization? ☒ Yes ☐ No

If "Yes", do you use the Office 365 Advanced Threat Protection add-on? ☒ Yes ☐ No

ADDITIONAL COMMENTS (Use this space to explain any "No" answers in the above section and/or to list other relevant IT security measures you are utilizing that are not listed here.)

7. INTERNAL SECURITY CONTROLS

If the answer to any question in this section is "No", please provide additional details in the "Additional Comments" section.

- a. Do you use a cloud provider to store data or host applications? ☒ Yes ☐ No

If "Yes", provide the name of the cloud provider: SWOCA

If you use more than one cloud provider to store data, specify the cloud provider storing the largest quantity of sensitive customer and/or employee records (e.g., including medical records, personal health information, social security numbers, bank account details and credit card numbers) for you.

- b. Do you use MFA to secure all cloud provider services that you utilize (e.g. Amazon Web Services (AWS), Microsoft Azure, Google Cloud)? We do not utilize these services. ☐ Yes ☒ No

- c. Do you encrypt all sensitive and confidential information stored on your organization's systems and networks? ☐ Yes ☒ No APPEND

If "No", are the following compensating controls in place:

- (1) Segregation of servers that store sensitive and confidential information? APPENDED ☐ Yes ☒ No

- (2) Access control with role-based assignments? ☒ Yes ☐ No

- d. Do you allow remote access to your network? ☒ Yes ☐ No

If "Yes", do you use MFA to secure all remote access to your network, including any remote desktop protocol (RDP) connections? ☒ Yes ☐ No

If MFA is used, complete the following:

- (1) Select your MFA provider: Duo

If "Other", provide the name of your MFA provider: _____

(2) Select your MFA type: Push-based authentication

If "Other", describe your MFA type: _____

(3) Does your MFA configuration ensure that the compromise of a single device will only compromise a single authenticator? ☒ Yes ☐ No

e. Do you use a next-generation antivirus (NGAV) product to protect all endpoints across your enterprise? ☒ Yes ☐ No

If "Yes", select your NGAV provider: Sophos

If "Other", provide the name of your NGAV provider: _____

f. Do you use an endpoint detection and response (EDR) tool that includes centralized monitoring and logging of all endpoint activity across your enterprise? ☒ Yes ☐ No

If "Yes", complete the following:

(1) Select your EDR provider: Sophos Intercept X

If "Other", provide the name of your EDR provider: _____

(2) Do you enforce application whitelisting/blacklisting? APPENDED ☐ Yes ☒ No

(3) Is EDR deployed on 100% of endpoints? ☒ Yes ☐ No

If "No", please use the Additional Comments section to outline which assets do not have EDR, and whether any mitigating safeguards are in place for such assets.

(4) Can users access the network with their own device ("Bring Your Own Device")? ☒ Yes ☐ No

If "Yes", is EDR required to be installed on these devices? APPENDED ☐ Yes ☒ No

g. Do you use MFA to protect all local and remote access to privileged user accounts? APPENDED ☐ Yes ☒ No

If "Yes", select your MFA type:

If "Other", describe your MFA type: _____

h. Do you manage privileged accounts using privileged account management software (PAM) (e.g., CyberArk, BeyondTrust, etc.)? APPENDED ☐ Yes ☒ No

If "Yes", complete the following:

(1) Provide the name of your software provider: _____

(2) Is access protected by MFA? ☐ Yes ☐ No

i. Do you actively monitor all administrator access for unusual behavior patterns? APPENDED ☐ Yes ☒ No

If "Yes", provide the name of your monitoring tool: _____

j. Do you roll out a hardened baseline configuration across servers, laptops, desktops and managed mobile devices? We are in the process of purchasing a product to work on a hardened baseline image for user endpoints. ☐ Yes ☒ No

k. Do you record and track all software and hardware assets deployed across your organization? ☒ Yes ☐ No

If "Yes", provide the name of the tool used for this purpose (if any): PDQ

l. Do non-IT users have local administration rights on their laptop / desktop? APPENDED ☐ Yes ☒ No

m. How frequently do you install critical and high severity patches across your enterprise?

☒ 1-3 days ☐ 4-7 days ☐ 8-30 days ☐ One month or longer

n. Do you have any end of life or end of support software? APPENDED ☐ Yes ☒ No

If "Yes", is it segregated from the rest of your network? ☐ Yes ☐ No

o. Do you use a protective DNS service (PDNS) (e.g. ZScaler, Quad9, OpenDNS or the public sector PDNS to block access to known malicious websites? ☒ Yes ☐ No

If "Yes", provide the name of your DNS provider: Cisco Talos Threat Intelligence

p. Do you use endpoint application isolation and containment technology on all endpoints? APPENDED ☐ Yes ☒ No

If "Yes", select your provider:

If "Other", provide the name of your provider: _____

q. Can users run Microsoft Office Macro enabled documents on their system by default? This feature has been disabled. ☐ Yes ☒ No

r. Do you implement PowerShell best practices as outlined in the Environment Recommendations by Microsoft? ☐ Yes ☒ No APPEND

s. Do you utilize a Security Information and Event Management system (SIEM)? APPENDED ☐ Yes ☒ No

t. Do you utilize a Security Operations Center (SOC)? The cost and administrative challenge of this technology is not in line with the value it delivers, based on other controls already in place. ☐ Yes ☒ No

If "Yes", complete the following:

(1) Is your SOC monitored 24 hours a day, 7 days a week? ☐ Yes ☐ No

(2) Your SOC is: ☐ Outsourced; provide the name of your provider: _____

☐ Managed internally/in-house

u. Do you use a vulnerability management tool? ☒ Yes ☐ No

If "Yes", complete the following:

(1) Select your provider: Nessus/Tenable

If "Other", provide the name of your provider: _____

(2) What is your patching cadence?

☐ 1-3 days ☐ 4-7 days ☒ 8-30 days ☐ 1 month or longer

ADDITIONAL COMMENTS (Use this space to explain any "No" answers in the above section and/or to list other relevant IT security measures you are utilizing that are not listed here.)

8. BACKUP AND RECOVERY POLICIES

If the answer to the question in this section is "No", please provide additional details in the "Additional Comments" section.

Do you use a data backup solution?

☒ Yes ☐ No

If "Yes":

a. Which best describes your data backup solution?

☒ Backups are kept locally but separate from your network (offline/air-gapped backup solution).

☐ Backups are kept in a dedicated cloud backup service. APPENDED

☐ You use a cloud-syncing service (e.g. Dropbox, OneDrive, SharePoint, Google Drive). APPENDED

☐ Other (describe your data backup solution): _____
The Hybrid backup solution follows the 3-2-1. The state network and data centers perform the function of a cloud backup service.

b. Check all that apply:

☒ Your backups are encrypted.

☐ You have immutable backups. This is a planned upgrade for the upcoming year.

☒ Your backups are secured with different access credentials from other administrator credentials.

☐ You utilize MFA for both internal and external access to your backups. APPENDED

☒ You have tested the successful restoration and recovery of key server configurations and data from backups in the last 6 months.

☒ You are able to test the integrity of backups prior to restoration to ensure that they are free of malware.

c. How frequently are backups run? ☒ Daily ☐ Weekly ☐ Monthly

d. Estimated amount of time it will take to restore essential functions using backups in the event of a widespread malware or ransomware attack within your network?

☒ 0-24 hours ☐ 1-3 days ☐ 4-6 days ☐ 1 week or longer

ADDITIONAL COMMENTS (Use this space to explain any "No" answers in the above section and/or to list other relevant IT security measures you are utilizing that are not listed here.)

9. PHISHING CONTROLS

a. Do all employees with financial or accounting responsibilities at your company complete social engineering training?

☐ Yes ☒ No

If "Yes", does such training include phishing simulation?

☐ Yes ☐ No

b. Does your organization send and/or receive wire transfers?

☒ Yes ☐ No

If "Yes", does your wire transfer authorization process include the following:

(1) A wire request documentation form?

☒ Yes ☐ No

(2) A protocol for obtaining proper written authorization for wire transfers?

☒ Yes ☐ No

(3) A separation of authority protocol?

☒ Yes ☐ No

(4) A protocol for confirming all payment or funds transfer instructions/requests from a new vendor, client or customer via direct call to that vendor, client or customer using only the telephone number provided by the vendor, client or customer before the payment or funds transfer instruction/request was received?

☒ Yes ☐ No

(5) A protocol for confirming any vendor, client or customer account information change requests (including requests to change bank account numbers, contact information or mailing addresses) via direct call to that vendor, client or customer using only the telephone number provided by the vendor, client or customer before the change request was received?

☒ Yes ☐ No

10. LOSS HISTORY

If the answer to question 10.a. or 10.b. below is "Yes", please complete a Claim Supplemental Form for each claim, allegation or incident.

- a. In the past 12 months, has the Applicant or any other person or organization proposed for this insurance:
- (1) Received any complaints or written demands or been a subject in litigation involving matters of privacy injury, breach of private information, network security, defamation, content infringement, identity theft, denial of service attacks, computer virus infections, theft of information, damage to third party networks or the ability of third parties to rely on the Applicant's network? ☐ Yes ☒ No
 - (2) Been the subject of any government action, investigation or other proceedings regarding any alleged violation of privacy law or regulation? ☐ Yes ☒ No
 - (3) Notified customers, clients or any third party of any security breach or privacy breach? ☐ Yes ☒ No
 - (4) Received any cyber extortion demand or threat? ☐ Yes ☒ No
 - (5) Sustained any unscheduled network outage or interruption for any reason? ☐ Yes ☒ No
 - (6) Sustained any property damage or business interruption losses as a result of a cyber-attack? ☐ Yes ☒ No
 - (7) Sustained any losses due to wire transfer fraud, telecommunications fraud or phishing fraud? ☐ Yes ☒ No
- b. In the past 12 months, has any IT service provider that the Applicant relies on sustained an unscheduled network outage or interruption lasting longer than 4 hours? ☐ Yes ☒ No
If "Yes", did the Applicant experience an interruption in business due to such outage or interruption? ☐ Yes ☐ No
- c. Has the Applicant notified Tokio Marine HCC of all incidents or losses occurring, or claims, suits or demands received, in the past 12 months? ☐ Yes ☐ No
If "No", please forward complete details to Tokio Marine HCC immediately. ☒ None to Report

NOTICE TO APPLICANT

NOTICE TO NEW YORK APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME.

The Applicant hereby acknowledges that he/she/it is aware that the limit of liability shall be reduced, and may be completely exhausted, by claim expenses and, in such event, the Insurer shall not be liable for claim expenses or any judgment or settlement that exceed the limit of liability.

I HEREBY DECLARE that, after inquiry, the above statements and particulars are true and I have not suppressed or misstated any material fact, and that I agree that this application shall be the basis of the contract with the Underwriters.

CERTIFICATION, CONSENT AND SIGNATURE

The Applicant has read the foregoing and understands that completion of this application does not bind the Underwriter or the Broker to provide coverage. It is agreed, however, that this application is complete and correct to the best of the Applicant's knowledge and belief, and that all particulars which may have a bearing upon acceptability as a NetGuard® Plus Cyber Liability Insurance risk have been revealed.

By signing below, the Applicant consents to the Insurer conducting non-intrusive scans of the Applicant's internet-facing systems / applications for common vulnerabilities.

It is understood that this application shall form the basis of the contract should the Underwriter approve coverage, and should the Applicant be satisfied with the Underwriter's quotation. It is further agreed that, if in the time between submission of this application and the requested date for coverage to be effective, the Applicant becomes aware of any information which would change the answers furnished in response to any question of this application, such information shall be revealed immediately in writing to the Underwriter.

This application shall be deemed attached to and form a part of the Policy should coverage be bound.

Must be signed by an officer of the company.

Print or Type Applicant's Name	Title of Applicant
Dianne French	Administrative Assistant
Signature of Applicant	Date Signed by Applicant
<i>Julie Vonderhaar</i>	02/01/2024

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-124**

**RESOLUTION TO APPROVE THE FINAL PLANNED UNIT DEVELOPMENT PLAN FOR
TIMBER TRAILS SECTION 3, AS SET FORTH IN ZONING CASE FTZC25-1C FINAL PUD**

WHEREAS: MI Homes of Cincinnati LLC filed an application, on August 15, 2025, for final development plan approval that includes 6 lots located in the Timber Trails subdivision in a Residential Planned Unit Development (R-PUD) zoning district; and

WHEREAS: On July 28, 2021, the Fairfield Township Board of Trustees held a Public Hearing and passed a resolution that approved the zone change of the subject property to R-PUD, as requested by Homes of Cincinnati LLC, Case No. FTZC21-2C; and

WHEREAS: The Board of Trustees concludes that the detailed Final PUD Plan is in accordance with the requirements outlined in section 615 of the Fairfield Township Zoning Resolution, and

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

SECTION 1: The Board hereby approves the Final Development Plan for Section Three of Timber Trails as submitted by MI Homes of Cincinnati LLC.

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: September 9, 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. 25-125**

**RESOLUTION AUTHORIZING REPAIRS TO MEDIC #921 IN THE AMOUNT OF
\$10,260.09 FROM FIRE APPARATUS SERVICE AND REPAIR PAID FROM THE FIRE
AND RESCUE FUND #2281.**

WHEREAS: The Fire Department owns and maintains a fleet of vehicles necessary to perform the duties as required in the Ohio Revised Code; and

WHEREAS: Medic #921 needs repairs and must be taken out of service until the repairs can be made;

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

SECTION 1: The Board of Trustees hereby approves the repairs needed to Medic #921 in the amount of \$10,260.09 from Fire Apparatus Service and Repair.

SECTION 2: That the Fiscal Officer is authorized to expend the necessary funds for payment from the Fire and Rescue Fund #2281.

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

Adopted: September 9, 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

Kimberly Lapensee

From: Berter, Ryan
Sent: Tuesday, August 26, 2025 3:03 PM
To: Kimberly Lapensee
Subject: Approval needed, medic 921 brakes front and rear
Attachments: 921 front and rear brakes.pdf

Approval needed for front and rear brake replacement for medic 921.

This medic is 4 years old and not covered under warranty.

This is normal wear for the age and mileage.

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

☐ Purchase Requisition

☐ Credit Card Receipt

Fairfield Township
PURCHASE REQUISITION

PO No: _____

Resolution No: _____

Department: Fire

Vendor Info: FASR

Requested By: R Berter

Request Date: 08/26/2025

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

Account Code	Description	Qty.	Unit Price (\$)	Total Price (\$)
	Front Brake and rotor replacement	1	1,497.75	1,497.75
	Rear brake replacement	1	1,639.92	1,639.92
				0.00
				0.00
				0.00
				0.00
				0.00
GRAND TOTAL				3,137.67

Authorization Required:

☐ Department Head (less than \$1500)

☒ Administrator (less than \$7500)

☐ Board of Trustees (add to the meeting agenda)

X **Ryan D Berter**
Digitally signed by Ryan D Berter
Date: 2025.08.26 15:01:09
-04'00'

Department Head Signature

Date

Justification:

Replace front and rear brakes and rotors for medic 921, paying out of 2281-230-323-0000 Repairs and Maintenance

Administrator's Review:

☐ Approved

☐ Denied

☒ Forwarded for Board Approval – Add to Agenda

X

Administrator's Signature

Date

Remarks:

Kimberly Lapensee

From: Berter, Ryan
Sent: Tuesday, August 26, 2025 2:49 PM
To: Kimberly Lapensee
Subject: Approval needed, medic unit repair
Attachments: 921 front end rebuild.pdf

Approval needed for significant front end repairs for medic 921.

This medic is 4 years old and not covered under warranty.

This is normal wear for the age and mileage.

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

☒ Purchase Requisition

☐ Credit Card Receipt

Fairfield Township
PURCHASE REQUISITION

PO No: _____

Resolution No: _____

Department: Fire

Vendor Info: FASR

Requested By: R Berter

Request Date: 08/26/2025

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

Account Code	Description	Qty.	Unit Price (\$)	Total Price (\$)
	Remove and install drag link and support arm			0.00
	Remove and replace spindle rod and damper asy			0.00
	Install upper and lower ball joints			0.00
	Wheel bearings and hub replacement and races			0.00
	Clean axle Remove and install new seals	1	7,122.42	7,122.42
				0.00
				0.00
GRAND TOTAL				7,122.42

Authorization Required:

☒ Department Head (less than \$1500)

☐ Administrator (less than \$7500)

☐ Board of Trustees (add to the meeting agenda)

X **Ryan D Berter** Digitally signed by Ryan D Berter
Date: 2025.08.26 14:46:10
-04'00'

Department Head Signature

Date

Justification:

Complete front end rebuild for medic 921, paying out of 2281-230-323-0000 Repairs and Maintenance.

Administrator's Review:

☐ Approved

☐ Denied

☒ Forwarded for Board Approval – Add to Agenda

X

Administrator's Signature

Date

Remarks: