

RECORD OF PROCEEDINGS

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

Held **September 4,** **2024**

Vice Chair Richard Angelou called the Regular Meeting of the Mifflin Township Board of Trustees to order at 10:00 a.m., with Vice Chair Richard Angelou, Trustee Jamie Leeseberg, Assistant Fiscal Officer Cynthia Lampkins, Fire Chief Brian Dunlevy, Police Chief David Briggs, Human Resources Director Mindy Owens, Service Director Roger Boggs, Information Technology Director Craig Main, Financial Specialist Rebecca Rousseau, and Administrative Communications Coordinator Becky Swingle present. Fiscal Officer Kelly Cararo and Chair Kevin Cavener were absent.

Mr. Angelou led the Pledge of Allegiance.

TRUSTEES' COMMENTS:

None.

GUEST SPEAKERS:

Mr. Boggs introduced Dave Reutter, Franklin County Soil and Water Conservation District and Nathan Ralph, Franklin County Public Health. He said they are here today to provide the annual stormwater permit update and community outreach.

Mr. Reutter said Stormwater Awareness Week is October 1 – 7, 2024. He said there is a House Bill that will recognize the week statewide. He distributed invitations (see attachment) to the annual meeting on September 19th. He provided a handout (see attachment) on the benefits of green infrastructure and resiliency in central Ohio. He said there will be a new permit in about one and one-half years, March, or April of 2026. He said there are finalizing unfinished items in the current 5-year permit term, e.g., post construction and mapping updates. He requested any updates to mapping.

Mr. Ralph said he annually inspects any discharge/septic system. He said Mifflin Township has 43 aeration treatment systems that discharge to the storm system or other waters in the state of Ohio. He said it is important to inform residents to call if they need assistance with their system. He provided operational pamphlets in Spanish that outlines how to maintain a septic system. (See attachment.)

VISITORS' COMMENTS:

No visitors.

MINUTES:

Mr. Angelou requested a motion to approve the meeting minutes of the August 20, 2024, Regular Meeting.

Res. 178-24 Approve the meeting minutes of the August 20, 2024, Regular Meeting

Mr. Leeseberg moved to approve the meeting minutes of the August 20, 2024, Regular Meeting. Mr. Angelou seconded the motion. Both voted yea. Motion carried.

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CORRESPONDENCE:

Mr. Boggs said the annual FCEO's township meeting is Thursday, November 21, 2024, at Villa Milano Banquet & Conference Center, 1630 Schrock Road, Columbus, at 5:30 p.m. (See attachment.)

Mr. Boggs said he received two letters from the Franklin County Prosecutor's Office regarding complaints for foreclosure on properties. He said the Prosecutor's Office would like to know if the township is interested in the properties. Mr. Boggs said he is awaiting information from Mary Johnson of the Franklin County Prosecutor's Office with instructions on how to proceed if the township is interested in the properties.

FINANCE:

Ms. Lampkins said the Fiscal Office is entering data into the VIP accounting system. Ms. Rousseau said Ms. Dallis-Anderson picked up her check yesterday.

HUMAN RESOURCES:

Ms. Owens requested approval of the Salary and Compensation Plan, effective upon approval.

Res. 179-24 Approve the Salary and Compensation Plan, effective upon approval.

Mr. Leeseberg moved to approve the Salary and Compensation Plan, effective upon approval. Mr. Angelou seconded the motion. Both voted yea. Motion carried. (See attachment.)

Mr. Leeseberg said he will be receiving the salary survey from MORPC and will share it with Ms. Owens. She offered to provide the township's salary data to MORPC.

SERVICE:

Service Director Boggs requested a Stormwater Awareness Week, October 1 – 7, 2024, Resolution. He said it is the township's commitment to public outreach.

Res. 180-24 Approve the Stormwater Awareness Week Resolution.

Mr. Leeseberg moved to approve the Stormwater Awareness Week Resolution. Mr. Angelou seconded the motion. Both voted yea. Motion carried. (See attachment.)

Updates

Mr. Boggs said he is working with Franklin County Engineer's Office on possible sidewalks in the Leonard Park neighborhood, and various programs like LinkUs. He said permitting requirements need to be determined for the sidewalks in conjunction with the drainage requirements. Mr. Boggs said he will attend a meeting tomorrow with Engineer Fritz. Mr. Leeseberg said we want to avoid installing sidewalks prior to the stormwater drainage project. He said there needs to be coordination so that new sidewalks are not torn up for the drainage project. He said there are funds available via MORPC that would assist in paving and apron installations for walkability/ADA accessibility as development continues.

Mr. Boggs said the new cemetery fence panels are being installed today.

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CODE ENFORCEMENT:

Mr. Boggs requested the approval for the following code violations to be placed as a lien on the tax duplicate per ORC §505.87(B)(2), totaling \$600: 2194 Aberdeen Avenue, for trash, \$300; and 2789 Berrell Avenue, for trash, \$300.

Res. 181-24 Approve the code violations to be placed as a lien on the tax duplicate per ORC §505.87(B)(2), totaling \$600: 2194 Aberdeen Avenue, for trash, \$300; and 2789 Berrell Avenue, for trash, \$300.

Mr. Angelou moved to approve the code violations to be placed as a lien on the tax duplicate per ORC §505.87(B)(2), totaling \$600: 2194 Aberdeen Avenue, for trash, \$300; and 2789 Berrell Avenue, for trash, \$300. Mr. Leeseberg seconded the motion. Both voted yea. Motion carried. (See attachment.)

Updates

Mr. Boggs said he will be providing dates and locations for the annual fall clean-up in the neighborhoods. He expects the old Station 2 parking lot will be used for dumpster placement. He said he will confirm that the event will occur during the four Fridays in October.

POLICE:

Chief Briggs requested the contingent lateral hiring of Enrique Ortega as a police officer. He said the funds would come from the General Fund. He distributed Mr. Ortega's résumé. (See attachment.)

Res. 182-24 Approve the contingent lateral hiring of Enrique Ortega as police officer.

Mr. Leeseberg moved to approve the contingent lateral hiring of Enrique Ortega as a police officer. Mr. Angelou seconded the motion. Both voted yea. Motion carried.

Updates

Chief Briggs said provided the July statistics: 3 robberies and one shooting. (See attachment.) He said that on August 25th, there was a fatal accident on Westerville and Innis Roads; a hit/skip; the FCSO is investigating.

Chief Briggs is working on a proposal with Kessler Public Safety to trade-in/purchase new guns. He said the current guns are very old.

FIRE:

Chief Dunlevy said he followed up with Ms. Dallis-Anderson regarding the property at 3050 Woodland Avenue. She has been provided the escrow check that was discussed at the August 20, 2024, trustees meeting.

Chief Dunlevy requested the approval of conditional offers to five applicants: Four applicants will work under the EMT-Basic Apprentice program: Evan Butcher, Christopher Henestofel, JaMar Perry, and Matthew Scarbury. Applicant Jacob Baugess will work under Firefighter/Paramedic, Step 1. If approved, the starting date for each applicant would be determined by the Fire Chief in collaboration with Human Resources. The provisional

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appointments are contingent on successfully completing the pre-employment physical and psychological assessments.

Res. 183-24 Approval of conditional offers to five applicants: Four applicants will work under the EMT-Basic Apprentice program: Evan Butcher, Christopher Henestofel, JaMar Perry, and Matthew Scarbury. Applicant Jacob Baugess will work under Firefighter/Paramedic, Step 1.

Mr. Leeseberg moved to approve the approval of conditional offers to five applicants: Four applicants will work under the EMT-Basic Apprentice program: Evan Butcher, Christopher Henestofel, JaMar Perry, and Matthew Scarbury. Applicant Jacob Baugess will work under Firefighter/Paramedic, Step 1. Mr. Angelou seconded the motion. Both voted yea. Motion carried. (See attachment.)

Chief Dunlevy requested approval to modify two existing policies: Firefighter/EMT-B Apprentice Tuition Reimbursement Policy, and the Holiday Compensation for the Fire Division and MECC. Chief Dunlevy also requested that the maximum reimbursement amount be raised to \$12,000 per student. He said regarding the Holiday Compensation for the Fire Division and MECC, the modification will allow the use of other earned leave in lieu of holiday time.

Res. 184-24 Approval to modify two existing policies: Firefighter/EMT-B Apprentice Tuition Reimbursement Policy, and the Holiday Compensation for the Fire Division and MECC.

Mr. Leeseberg moved to approve the modification of two existing policies: Firefighter/EMT-B Apprentice Tuition Reimbursement Policy, and the Holiday Compensation for the Fire Division and MECC. Mr. Angelou seconded the motion. Both voted yea. Motion carried. (See attachment.)

Chief Dunlevy requested the approval to purchase land east of Station 134 on McCutcheon with Chair Cavener to coordinate and finalize the purchase of \$83,000.

Res. 185-24 Approve the purchase of land east of Station 134 on McCutcheon with Chair Cavener to coordinate and finalize the purchase of \$83,000.

Mr. Angelou moved to approve the purchase of land east of Station 134 on McCutcheon with Chair Cavener to coordinate and finalize the purchase of \$83,000. Mr. Leeseberg seconded the motion. Both voted yea. Motion carried. (See attachment.)

Chief Dunlevy said the annual Fire Prevention Open House is October 6, 2024, 1 – 4 p.m. at Station 131.

INFORMATION TECHNOLOGY:

Mr. Main said he is working on quotes to finalize \$20,000 grant application for the cyber security projects. He said he has also been working on MECC/RCOG projects to reduce old infrastructure.



Franklin Soil & Water
Conservation District's
78th Annual Meeting
Celebrating Conservation Along the
Scioto River

September 19, 2024

5:30pm-7:30pm

at the Grange Insurance Audubon Center
505 W Whittier St Columbus, OH 43215

Register at franklinswcd.org

Save the date! Join us for our 78th Annual Meeting and Board of Supervisors' Election to celebrate conservation successes in the Scioto watershed. It will be a casual, laid-back event with dinner, games and the opportunity to network with our board, staff and partners!

Sponsorship opportunities are available!
Please reach out to us via phone at 614-486-9613 or
email us at finance@franklinswcd.org

THE BENEFITS OF GREEN INFRASTRUCTURE IN CENTRAL OHIO

FRANKLIN COUNTY, OH

Over the next decade, Franklin County will experience an increase in the frequency and volume of rainfall—as much as 30% additional rainfall every spring. This will create more stormwater runoff, leading to flooding that impairs the functionality, health, and viability of our communities.

The Franklin County Risk Assessment ranks floods as the highest-rated threat to residents, disproportionately impacting underserved and at-risk neighborhoods. As Central Ohio experiences a surge in population and significant development by investors, the region will need to build more infrastructure that protects communities from the increased risk of flooding.

Gray infrastructure—tunnels, sewers, and treatment plants—has come to be the central approach to capturing and discharging stormwater downstream, but nature-based solutions—also known as green infrastructure—can play an important role, too.



From rain gardens to urban tree canopy, green infrastructure uses landscape features to capture and infiltrate rainwater where it falls. Green infrastructure reduces stormwater runoff, the leading source of urban water pollution. When properly incorporated and maintained, green infrastructure supports stormwater capture and water quality improvement while also providing broader community benefits.

Urban trees help to reduce stormwater runoff, while cooling nearby areas through shade and the release of water vapor into the atmosphere. Grasses and native plants, infiltration areas, and other nature-based elements can reduce exposure to environmental hazards, encourage physical activity, and increase community bonds, while improving air quality and providing other benefits.

In the same way that appraisers can determine the value of a home as a private asset, economists can determine the value of green infrastructure as a natural public asset using different economic tools. For example, green infrastructure can be valued through reducing the cost of harm to communities like flood damage, the cost of replacing nature's benefits with man-made infrastructure, or by creating an increase in property values. When we understand the value of nature-based solutions, we can make more effective decisions when building infrastructure.

ANNUAL PUBLIC BENEFITS: IN FRANKLIN COUNTY, AN ACRE OF RAIN GARDEN CREATES UP TO **\$74,000** IN CO-BENEFITS ANNUALLY.

REDUCING NOISE POLLUTION: \$540

Green spaces create natural surfaces that absorb sound, reducing the clamor of urban life.

FLOOD REGULATION: \$1,010

Green infrastructure directs and infiltrates stormwater runoff, reducing associated costs and damages.

BIODIVERSITY AND HABITAT: \$1,410

Native trees and plants provide food and shelter for insects and animals, supporting biodiversity.

NEIGHBORHOOD SCENERY: \$5,210

Planting natural green features often improves the visual aesthetics of a neighborhood. This not only has day-to-day benefits for residents' wellbeing but can also improve home values.

AVOIDED MANAGEMENT COST: \$64,170

Maintaining gray stormwater infrastructure management can be expensive. By developing lower-cost green infrastructure solutions, the burden on taxpayers is reduced.

CARBON SEQUESTRATION: \$180

Every ton of carbon emitted has a social cost. Native plants sequester carbon, providing benefits by reducing the damage of greenhouse gases—such as agricultural losses, impacts to human health, and increased disaster risk

AVOIDED EMISSIONS FROM INFRASTRUCTURE: \$810

Producing and maintaining stormwater gray infrastructure can produce greenhouse gas emissions that could otherwise be avoided with green infrastructure.

COMMUNITY BACKYARDS

We can use green infrastructure to reduce stormwater runoff and protect water quality in our own backyards by capturing rain where it falls, keeping our waterways healthy and safe.

Community Backyards is an annual program by Franklin Soil and Water Conservation District that promotes water quality education for residents in Franklin County, Ohio. After taking the course, Franklin County residents can receive an incentive of \$50-\$250 to install a backyard conservation practice, such as rain barrels, compost bins, native plants & trees, and rain gardens.



RAIN GARDENS

These conservation practices can all reduce runoff, but rain gardens can capture the most stormwater and create larger co-benefits. The average rain garden developed in the Community Backyards program is 150 square feet, creating \$250 in social benefits every year.

RAIN BARRELS

Each time a 45 gallon rain barrel is filled in Columbus, it creates 31 cents in co-benefits through avoided emissions, stormwater management, and ground infiltration. If that water is used to irrigate a garden, the owner avoids 90 cents in water and sewage fees.

Since 2015, Community Backyards has provided close to 2,000 rain barrels to Columbus residents. If all rain barrels were filled at least once a year and the water used for irrigation, they will have provided, at a minimum, \$12,000 in savings to owners and benefits to the wider community.

FOR MORE INFORMATION

To apply for an incentive, visit the Community Backyards website:

<https://www.communitybackyards.org/resources-rain-gardens>



**Clean Streams
Start HERE**

Stormwater Awareness Week

October 1st - 7th

What we do at home & work affects water quality!



Scan the QR code to learn how you can help
keep water clean & take the Stormwater
Awareness Pledge today!

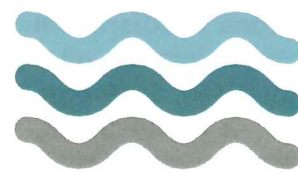
<https://www.franklinswcd.org/stormwater-week>

Lista de verificación de mantenimiento de la ATU

- 1. Asegúrese de que los lavabos, bañeras, duchas, inodoros y lavadoras estén conectados a su ATU.
- 2. Repare grifos o inodoros que goteen.
- 3. Bombee su tanque de aireación cada 3 a 5 años. Si tiene un grupo familiar grande o utiliza un triturador de basura, es posible que deba bombear su tanque con más frecuencia.
- 4. Mantenga herméticos y de fácil acceso las tapas del tanque y los tubos verticales para inspecciones o servicio.
- 5. Mantenga el drenado y el agua superficial alejados de su ATU.
- 6. Asegúrese de que su ATU esté siempre encendida.
- 7. Siga las instrucciones del fabricante al configurar los temporizadores del sistema.
- 8. Si necesita reemplazar alguna pieza de su ATU, solo puede usar piezas del fabricante (de conformidad con la legislación de Ohio).
- 9. Revise su ATU para detectar olores fuertes a aguas negras y un fluido gris o negro; son señales de que su ATU no está funcionando correctamente.



Notificación de problemas con un sistema de tratamiento de aguas negras domésticas (HSTS)



Unidad de tratamiento de aireación

Sistema séptico

Notifique un HSTS averiado o defectuoso a

Salud Pública del Condado de Franklin

(614) 525-HSTS (4787)

failingHSTS@franklincountyohio.gov

www.myfcph.org



Franklin County
Public Health

(614) 525-HSTS (4787)

www.myfcph.org

Cuidar su vivienda significa cuidar las cosas que contiene, tales como el HSTS. Notificar un HSTS defectuoso es importante porque les mantiene a usted y a su familia saludables, protege al medio ambiente y resguarda a su vivienda de daños.

Por qué los HSTS son importantes

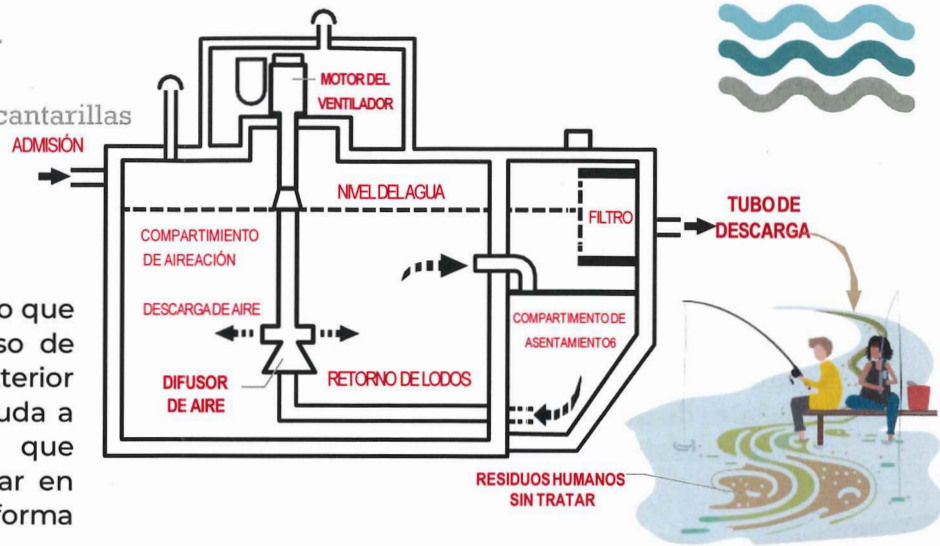
Las aguas negras o residuos líquidos contienen cosas tales como residuos humanos (heces), jabón, restos de alimentos y productos químicos de actividades como bañarse, lavar platos, lavar la ropa y limpiar.

Cuando falla el HSTS de su vivienda, las aguas negras fluyen hacia el medio ambiente y pueden introducir bacterias (gérmenes) y productos químicos perjudiciales en la comunidad que pueden afectar lo siguiente:

- Agua limpia, segura y potable
- Salud de personas, animales y peces.
- Arroyos, ríos y lagos.
- Bloqueo de zanjas de drenaje y de alcantarillas pluviales.

Comprensión de su unidad de tratamiento de aireación (ATU)

La ATU es un tipo de HSTS o sistema séptico que filtra los residuos líquidos mediante el uso de una bomba de aire para aspirar aire exterior hacia un tanque subterráneo. Este aire ayuda a producir bacterias beneficiosas que descompondrán las aguas negras sin tratar en aguas negras filtradas que se liberarán de forma segura al medio ambiente.



Cinco señales de que el HSTS de su vivienda puede estar defectuoso

1. Drenajes lentos u obstruidos.
2. Olor a huevo podrido en la vivienda.
3. Moho u hongos en paredes o techo.
4. Problemas con roedores o insectos.
5. Estancamiento de aguas residuales en el patio.

El mantenimiento regular y la notificación de cualquier señal de falla del HSTS protegerán su salud y el medio ambiente.



1. No arroje pintura, grasa, aceite, arena para gatos, productos químicos, cigarrillos, pañales, píldoras o medicamentos, tampones o toallas sanitarias en los inodoros o drenajes.
2. No permita que descalcificadores de agua, bombas de sumidero, drenajes de base o bajantes drenen hacia su sistema.
3. No efectúe cambios en su ATU sin comunicarse primero con Salud Pública del Condado de Franklin.

Mark Your Calendars!

**FRANKLIN COUNTY ENGINEER'S
TOWNSHIP MEETING**

THURSDAY

NOVEMBER 21, 2024

5:30 PM

VILLA MILANO BANQUET &

CONFERENCE CENTER

1630 SCHROCK ROAD, COLUMBUS, OH 43229

RSVP Sign Up Coming Soon!





Human Resources Department
September 4, 2024

Requests:

1. Request approval of the Salary and Compensation Plan, effective upon approval.

Updates:

1. None

Ongoing Projects:

- Learning management system for HR recommended compliance training
- HR Intranet
- HR procedure manual



MIFFLIN TOWNSHIP
Peace. Safety. Welfare.

SALARY AND COMPENSATION PLAN

EFFECTIVE SEPTEMBER 2024

Table of Contents

I. GROSS COMPENSATION	3
II. SHIFT DIFFERENTIAL	3
III. LONGEVITY PREMIUMS	3
IV. SALARY SURVEYS	3
V. TEMPORARY WORK ASSIGNMENT & WORKING OUT OF CLASS	3
VI. SALARY ADMINISTRATION	4
VII. MEDICAL, DENTAL, VISION, GROUP LIFE INSURANCE	5
VIII. PROMOTIONS	5
IX. DEMOTIONS	6
X. RECLASSIFICATION OR CLASSIFICATION REVIEWS	6
XI. CERTIFICATION/LICENSURE REIMBURSEMENT & PROFESSIONAL MEMBERSHIPS	6
XII. LATERALS	7
XIII. SICK LEAVE INCENTIVE	7
XIV. CHANGES TO SALARY AND COMPENSATION PLAN	7

Mifflin Township Salary and Compensation Plan

I. GROSS COMPENSATION

All rates in the salary schedule represent base compensation. Rates for employees are displayed in the salary schedule. Rates do not include the cost of meals, uniforms or other fringe benefits, or supplements. Payroll disbursements are made biweekly.

II. SHIFT DIFFERENTIAL

MECC employees are eligible to receive night shift differential as defined on the MECC salary schedule for all hours worked between 7 pm and 6:59 am. Shift differential was previously discontinued for Fire. Other departments do not utilize shift differential.

III. LONGEVITY PREMIUMS

Service, Fiscal and Administration Departments: Effective September 2024, longevity premiums will be discontinued. Any employee receiving the longevity premium will be incorporated in the employee's base rate of pay. Salary schedules will be updated accordingly.

Fire and Police Departments: Longevity premiums were previously eliminated.

IV. SALARY SURVEYS

Offering competitive compensation is important for attracting and retaining employees. In conjunction with Department Heads, Human Resources will conduct market salary surveys every three years or more frequently based on the organization's needs and changes in the labor market. Changes to salary schedules based on the market survey will be recommended to the Trustees for approval at the beginning of a calendar year.

When there are changes to a Min/Max salary schedule(s), pay adjustments may be considered to bring employee pay into alignment based on internal equity, or in line with market data. The increase shall not exceed the percentage increase of the current minimum rate to the proposed minimum rate for the position. (i.e. minimum pay rate is \$25.00, proposed minimum rate based on market survey is \$27.00, resulting in an 8% change. A recommended pay increase shall not exceed 8% for current employees.)

All pay adjustments shall be subject to the funding authorized by the Board.

V. TEMPORARY WORK ASSIGNMENT & WORKING OUT OF CLASS

Fire and MECC: Employees are paid for hours worked based on the out of class pay rate as indicated on the pay schedule.

Police: Employees are paid for hours worked based on the out of class pay rate as indicated on the pay schedule.

Fiscal, Administration and Service Departments: Out of class pay is determined on a long-term vacancy/absence on a case-by-case basis and is only effective during the long-term vacancy/absence.

Mifflin Township Salary and Compensation Plan

VI. SALARY ADMINISTRATION

NEW HIRES

Fire, MECC and Police: Starting wage for new hires within the Fire Dept and Police Dept will be at the recommendation of the respective Chief.

Service, Fiscal and Administration: Compensation within the market segment shall be determined by Human Resources in consultation with Department Head based on the following:

Instructions	Example
Years of Professional Experience in the same or similar field	8
Progression on salary schedule based on 32-year career	25%
Min/Max Pay on Schedule Total Max - Min	\$24.00 – \$35.00 \$11.00
Multiply difference of max – min by Progression %	\$2.75
Add above to min rate to determine starting pay	\$24 + \$2.75 = \$26.75

Compensation above the standard calculation may be recommended based on unique, special, or exceptional qualifications, expertise, knowledge, skill, or capabilities of the successful candidate and on existing market conditions.

Salary Increases

Probationary Fire and MECC

Employees will receive step increases based on the following schedule:

Starting Step:	12 Months	12 Months	18 Months	18 Months
1	x	x	x	x
2		x	x	x
3			x	x
4				x

Human Resources is responsible for initiating documentation for step increases and will submit to payroll. Beginning September 1, 2024, increases are effective on the eligibility date at 12 or 18 months as defined above.

Probationary Fire and MECC are also eligible to receive the annual board approved increase.

Annual Increases for Fire Department

Annual increases are recommended by the Fire Chief in the 4th quarter of the previous year which will include the effective date and amount of increase.

Salary Increases for First Year Fiscal, Service and Administration Department Employees

Salary increases for at-will employees in their first year of employment may be recommended by the manager no sooner than six months of employment.

An evaluation of the employee’s performance and progress on the job shall be made prior to the recommendation of an increase. Salary increases adjustments shall not be awarded if an employee has an unsatisfactory performance rating. Salary increases will be effective as recommended and board approved.

Mifflin Township Salary and Compensation Plan

Annual Increases for Police, Service, Fiscal and Administration

Salary increases will be recommended by the manager on the employee's anniversary date of hire. The annual performance evaluation must be on file for the most recent evaluation cycle. Salary increases adjustments shall not be awarded if an employee has an unsatisfactory performance rating. Salary increases will be effective as recommended and board approved.

Employees in Service, Fiscal and Administration whose pay is at the maximum of the salary range will not be granted an increase that would cause the base salary to exceed the maximum of the range for that position. Therefore, the salary will be frozen until the salary range is adjusted or the employee is promoted to a higher job grade.

VII. MEDICAL, DENTAL, VISION, GROUP LIFE INSURANCE

The Township shall make available group medical, prescription drug, dental, and vision benefits to all employees serving in full-time positions and their dependents, and to all elected officials and dependents per ORC. These benefits are described in full detail in the Township's Summary Plan Documents and are made available subject to the plan design and required deductibles, co-payments, co-insurance, and annual out-of-pocket maximums, etc. identified in the Summary Plan Documents.

Employees must be enrolled in health insurance benefits to be eligible for enrollment in the dental and vision plans.

Through 2025, the Township will provide health insurance coverage to employees through a high deductible, health savings account (HSA). For enrolled employees and covered spouses (if applicable), the Township will make annual contributions to each participating employee's health savings account based on the coverage level (single or family).

Effective with the 2025 plan year, the Township's Annual HSA contribution will become automatic and will no longer be tied to a wellness initiative. This payment will occur in one installment in January. Employees resigning or retiring in January will receive a prorated contribution. Employees hired throughout the year will receive the Township's HSA contribution on a prorated basis. The annual amounts will be:

Administration, Service & Police Departments	Fire Department and MECC
Single Coverage \$2,000	Single Coverage \$1,000
Family Coverage \$4,000	Family Coverage \$2,000

The Township's health insurance plan may be subject to change in 2026.

The Township shall make available group term life insurance and accidental death and dismemberment insurance coverage to all employees serving in full-time positions in accordance with the Township's Plan Documents, with no contribution on the part of employee. The Township shall provide coverage in the amount of \$50,000.

VIII. PROMOTIONS

A promotion is the assignment of an employee to a classification having a higher maximum salary than the current classification.

Employees who are promoted into a position with a minimum/maximum salary schedule will receive a pay increase of 5% or 3% above the minimum salary on the applicable salary schedule, whichever is greater.

Pay increases greater than the above may be recommended based on unique, special, or exceptional qualifications, expertise, knowledge, skill, or capabilities of the successful candidate and on existing market conditions. A recommendation and rationale for the request must be provided by the department head.

Employees who are promoted into a position with its own scale will be placed at the identified rate. Promoted employees retain the anniversary date of hire for annual merit increases.

In the event an employee is promoted to a position they previously held, and their pay was not decreased when they moved to a lower paying classification, the employee is not eligible for the pay increase as outlined above.

Promotions will be effective at the beginning of the pay period following board approval.

IX. DEMOTIONS

Demotions may be (1) voluntary, (2) involuntary, or (3) disciplinary:

1. A voluntary demotion occurs when the employee initiates or requests the demotion. A voluntary demotion must be approved by the department head.
2. An involuntary demotion occurs when the position which an employee occupies is reclassified to a lower level or when the demotion is due to inadequate performance or a matter of organizational necessity, such as reductions-in-force.
3. A disciplinary demotion occurs when the demotion is imposed upon the employee as a disciplinary measure.

When an employee is being demoted or reassigned to a position never held, the employee will receive a pay reduction in the amount of the percentage difference of the minimum of the two salary schedules.

When an employee is being demoted or reassigned to a position previously held, the employee will revert to the salary paid before the promotion plus any increases that would have been given had the change not occurred. Fire Department will follow the process below.

Fire Department employees who demote or are reassigned to a position previously held will revert to the pay rate applicable to the position. At the discretion of the Fire Chief, an employee who demotes to a position with a lower salary and whose salary exceeds the new position pay rate shall be held at their current salary until the new position pay rate exceeds the employee's frozen rate of pay.

X. RECLASSIFICATION OR CLASSIFICATION REVIEWS

A classification review is appropriate when a job classification:

- Has gained significant new and/or additional duties and responsibilities;
- When recruitment for the position has not yielded suitable or qualified candidates;
- When the compensation level is not competitive with the market

Human Resources will review all reclassification requests and make a recommendation after careful review and conducting market studies.

If a reclassification is warranted a new salary schedule will be implemented and the employees' wages will be adjusted as outlined in the Salary Administration section.

XI. CERTIFICATION/LICENSURE REIMBURSEMENT & PROFESSIONAL MEMBERSHIPS

Fire, MECC and Police departments will reimburse or direct pay for licensure and professional membership that is required for the job.

The Township will reimburse full-time and part-time employees in Service, Fiscal and Administration for fees to renew certification and licensure which are related to the employee's present position, up to \$300 per calendar year, with the Department Head's approval. Certification must be from a recognized professional organization.

The Township will reimburse full-time and part-time employees in Service, Fiscal and Administration for fees for professional membership, which is related to the employee's present position, up to \$250 per calendar year, with the Department Head's approval. Professional membership must be from a recognized professional organization.

The employee must be in good standing. Mifflin Township may deny reimbursement or adjust the reimbursement amount due to insufficient documentation, availability of funds and other eligibility requirements. Certification exam fees and coursework required to be completed before sitting for the exam are not considered eligible for reimbursement.

Receipts and documentation must be submitted for reimbursement.

XII. LATERALS

Lateral Hiring for Firefighter Positions

The Mifflin Township Division of Fire, at its sole discretion, may laterally appoint an employee with prior fulltime State of Ohio Certified Firefighter II and EMT-Paramedic experience employed full-time by a fire department in Ohio who meets the eligibility requirements set forth below. A qualifying fire department is defined as an Ohio fire department that is a statutory public agency with more than 9 full-time members contributing pension benefits to the Ohio Police and Fire Disability Pension Fund (OPFDPF). Consideration of out-of-state lateral firefighters will be made on a case-by-case basis.

Eligibility

To be eligible as a lateral hire, an applicant must be referred by a Mifflin Township firefighter and have had a minimum of three (3) years full-time service credit actively employed in good standing at the time of appointment. The maximum age is 41 years with 10 years full-time service in a qualifying fire department. Applicants must also complete customary new-hire employment and background processes and meet minimum requirements as determined by the Mifflin Township Fire Department, in its sole discretion. The maximum age for out of state laterals is 35 years with 5 years full-time service.

Candidate Deferral

Candidates that are given a conditional offer may defer the offer one time. Deferring a conditional offer will not move the applicant on the eligibility list established by the Fire Chiefs interview panel. The next lateral opening will be reoffered to the applicant who is at the top of the eligibility list. A second deferral will exclude the candidate from the lateral process.

Compensation - Pay Schedule

The Fire Chief is authorized, and retains full discretion, to place the lateral firefighter into a pay step based on qualified service credit. Generally, the following schedule is applied:

- Less than 2 years of qualified service Step 2
- 2 years, one day up to 3 years six months of qualified service Step 3
- 3 years, six months and one day or more of qualified service Step 4

This follows the salary schedule with step increases (12 months, 18 months, etc.)

Eligibility For Promotion

A newly appointed lateral firefighter will earn service credit toward the seven (7) year minimum preferred to participate in the promotional process following this schedule.

A minimum of two years of full-time service with the Division must be earned to complete eligibility.

Lateral Hiring for MECC Positions

The Chief or designee is authorized, and retains full discretion, to place the lateral hire into a pay step based on qualified service credit.

Lateral Hiring for Police Positions

The Chief or designee is authorized, and retains full discretion, to place the lateral hire into a pay step based on qualified service credit.

XIII. SICK LEAVE INCENTIVE

Effective September 2024, sick leave incentive is discontinued for Administration, Fiscal and Service and will not be granted for 2024. Sick leave incentive was previously discontinued for Police and Fire.

XIV. CHANGES TO SALARY AND COMPENSATION PLAN

In conjunction with the Department Head, changes to procedures in this document which have no impact on pay will be reviewed with the Board Liaison and do not require board approval. Changes that immediately impact on an employee's pay must be board approved.



M E M O

DATE: 9/4/2024
TO: Mifflin township Trustees
FROM: Service Director – Roger Boggs
SUBJECT: Updates & Requests

Guest – Dave Reutter, FCSWD & Nathan Ralph, FC Public Health Annual Stormwater Visit

Service Dept. Request

Updates

- Franklin County Engineer's Township Meeting is set for November 21, 2024. Thursday evening at Villa Milano Banquet & Conference Center 1630 Schrock Rd, Columbus, Oh 43229 5:30pm start time.
- The Service Department has been busy trimming roadways and alleys, as well as pouring foundations in the cemetery.

Code Enforcement

- Tax Lien – 2194 Aberdeen Ave. - Trash - \$300.00
- Tax Lien – 2789 Berrell Ave. - Trash - \$300.0

Updates

The Service Dept. is still actively tagging properties that are not in compliance and following up on All complaints that come in from our residents.

STORMWATER AWARENESS WEEK RESOLUTION (October 1st – 7th)

WHEREAS, urban stormwater runoff impacts water quality in Mason Run in Mifflin Township, Ohio.

WHEREAS, population growth, residential and commercial development, and the resulting changes to the landscape will only increase stormwater quality and quantity concerns throughout Ohio, and

WHEREAS, these impacts cannot be entirely avoided or eliminated but can be minimized; and

WHEREAS, it is currently recognized that control of stormwater quantity and quality is most effectively implemented when people and organizations understand the related causes and consequences of polluted stormwater runoff and flooding, and the actions they can take to control these, and

WHEREAS, the need arises not only from the regulatory requirements of EPA General Construction and Municipal Stormwater rules, but also from the recognition that citizens and local decision makers will benefit from a greater awareness of how the cumulative impacts of decisions at home, at work and through local policies impact our water quality, stream corridors and flooding, and

WHEREAS, the development and implementation of effective, outcomes-based stormwater education and outreach programs will meet the related federal stormwater pollution control requirements and those of the communities they serve so that Ohio continues to be a great place to live, work and play

NOW, THEREFORE BE IT RESOLVED that Mifflin Township joins Soil and Water Conservation Districts and Communities across Ohio in recognizing the first week of October (October 1st-7th) as Stormwater Awareness Week.



9/14/2024

Mifflin Township Service Department
 155 Olde Ridenour
 Gahanna, Ohio 43230
 614-713-9071 Fax 614-478-6890



MIFFLIN TOWNSHIP
 Peace. Safety. Welfare.

INVOICE

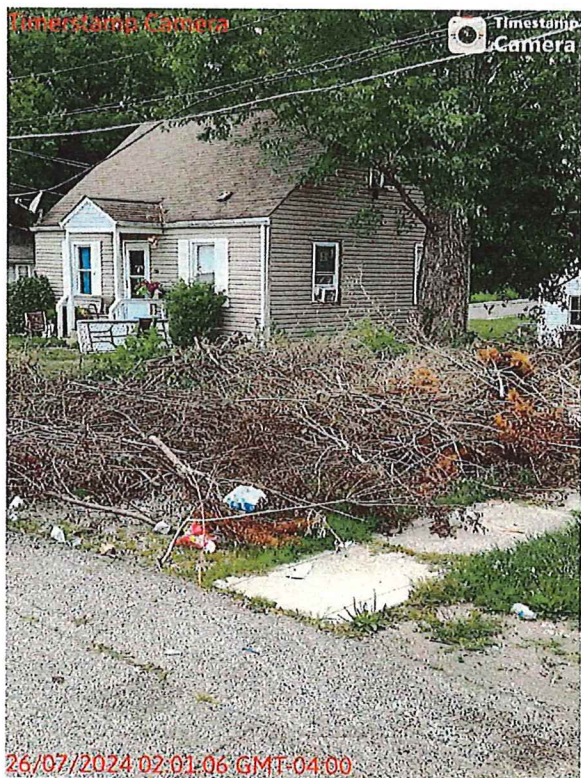
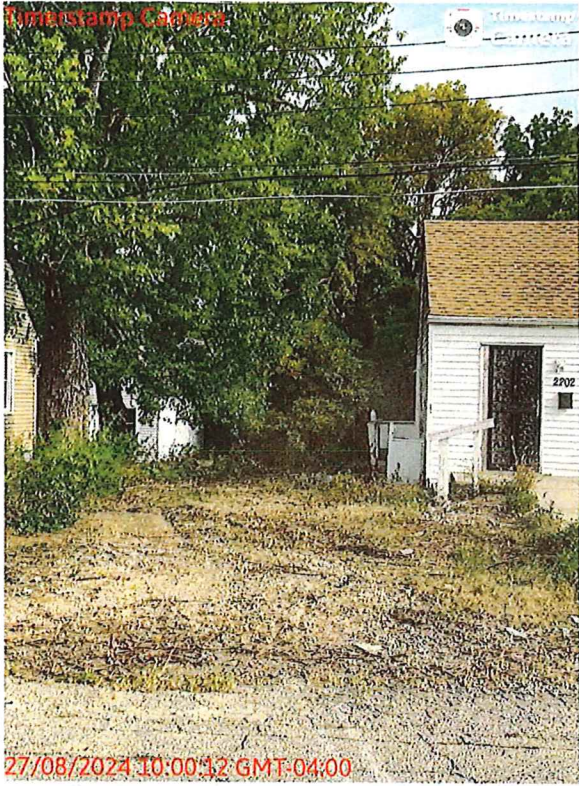
Bill To.:
CLEARVIEW PROPERTY MANAGEMENT 2194 ABERDEEN AV - Property Address 699 COLLINGWOOD DR - Owner Address WESTERVILLE OH 43081, 190-000589 - Parcel I.D.

Date Due: Invoice Date: 08/27/2024

Item	Hours	Amount
Trash	1.00	\$300.00
Total		\$300.00

Date	Paid By	Payment Type	Amount
		Total Paid	\$0.00
		Amount Due	\$300.00

To: Franklin county Auditors Office
 373 South High Street 21st floor
 Columbus, OH 43215



Mifflin Township Service Department
 155 Olde Ridenour
 Gahanna, Ohio 43230
 614-713-9071 · Fax 614-478-6890



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 Peace. Safety. Welfare.

INVOICE

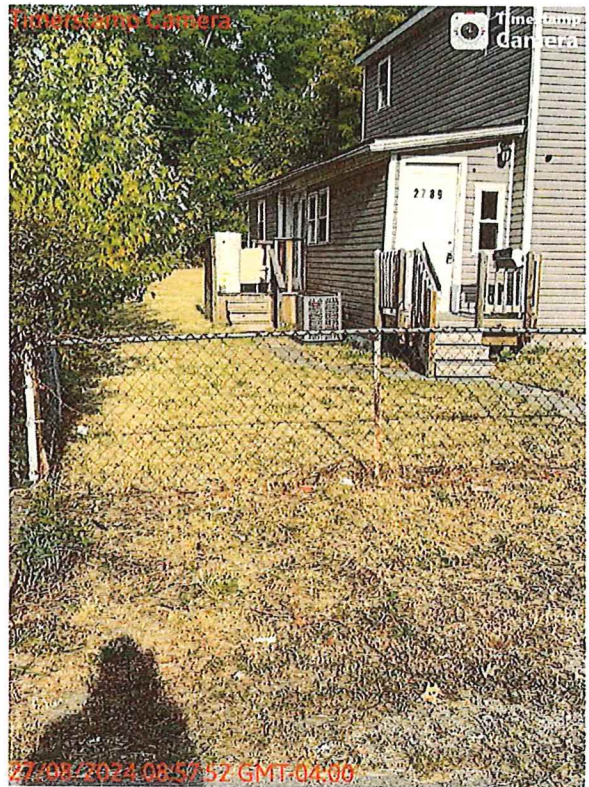
Bill To.:
B A RHOADS INVESTMENTS LLC 2789 BERRELL AV - Property Address 2143 SUTTER PARKWAY - Owner Address DUBLIN OH 43016, 190-001224 - Parcel I.D.

Date Due: Invoice Date: 08/27/2024

Item	Hours	Amount
Trash	1.00	\$300.00
Total		\$300.00

Date	Paid By	Payment Type	Amount
		Total Paid	\$0.00
		Amount Due	\$300.00

To: Franklin county Auditors Office
 373 South High Street 21st floor
 Columbus, OH 43215



To: Board of Trustees

From: Chief Briggs

Date: August 29th, 2024

Re: Agenda Items Board of Trustee Meeting September 2nd , 2024

Requests:

Request to hire Enrique Ortega, contingent on completion of the background investigation (waiting on fingerprints from BCI and physical). Request he be lateraled in at step 3 on the pay scale being \$33.28. His resume is attached.

Updates:

Division of Police July stats

There was a fatal accident on August 25th, 2024, on Westerville at Innis, Franklin County Sheriff's Office Accident Investigation Unit is investigating.

ENRIQUE ORTEGA

POLICE OFFICER

614-312-7591
SSGT_OH@HOTMAIL.COM

OBJECTIVE

To secure a rewarding career in Law Enforcement Leadership. Build strong internal and external relationships through various community-oriented programs. To be a part of an agency with a great culture and history.

EDUCATION

Owens Community College
Basic Police Officer Academy

Apollo Career Center
Emergency Medical Technician-Basic

Columbus Police Academy
First Line Supervision

EXPERIENCE:

Whitehall Police Department

April 2008-July 2024

Enforce State and Local laws. Conduct criminal investigations. Translate for officers speaking with Spanish speaking people, translate documents to English, translate Law Enforcement forms to Spanish. Shop with a Cop coordinator, SWAT team member, Less Lethal Munitions Instructor, Pepper Ball armorer and instructor, ballistic breaching instructor. Submit grant applications, conduct traffic surveys, bike patrol officer and crime scene processing.

Ottoville Police Department

December 1999-November 2006

Enforce State and Local laws. Build strong community relations through various patrol techniques. Complete Federal Grant to obtain bullet proof vests for the entire department.

United States Marine Corps Reserve

October 1996-May 2010

As a Staff Sergeant I served as a Platoon Commander, Training Staff NCOIC, Combat Operations Center Staff NCOIC, Communications Chief and Platoon Sergeant. I have led anywhere from 40 to 100 Marines in these various roles.

MIFFLIN TOWNSHIP DIVISION OF POLICE – JULY 2024 STATS

Total Calls for Service 294

Reports Taken: 48

NATURE OF CALLS:

Non-Injury Accidents	8	Robberies	3	Alarm Drops	8
Injury Accidents	8	Disturbances	8	Unkn 911	4
Hit-Skip Accidents	4	Prowlers	5	Disabled Vehicle	3
Fatal Accidents	0	Custody Disputes	1	Open Doors	0
Assaults	3	Parking Complaints	4	Traffic Details	0
Assist FD / Medics	4	Shots Fired	4	Business Dispute	7
Other Agency Assist	50	Trespassing Complaints	8	FCCS Referrals*	0
Burglary / B&E's	2	Stabbings	3	Child Abuse	0
Animal Complaints	3	Shootings	1	Overdoses	1
Domestics	14	Stolen Vehicles	5	Welfare Checks	3
Intoxicated Person	5	Stolen Vehicle Recoveries	4	ATV Complaints	0
Emergency Notifications	0	Sex Crimes	2	Litter Complaints	1
Neighbor Disputes	0	Thefts	2	Use of Force	4
Fights	3	Suicide Attempt / Threats	5	APS Referrals**	1
Juvenile Complaints	16	Loud Music Complaints	1	Identity Thefts	1
Dead on Arrival	0	Civil Complaints	12	Telephone Scams	1
Missing Persons	4	Susp. Person / Vehicle	44		
Narcotics Complaints	2	Vandalism	2		
Person w/ Gun	3	Threats / Harassments	4		
Person w/ Knife	0	Mental Health	11		

*Franklin County Children Services

** Adult Protective Services

ARRESTS / SEIZURES

Felony Arrests	0	OVI Arrests:	0	Cocaine Seized:	0
Misdemeanor Arrests	5	Vehicles Impounded	10	Crack Seized:	0
Misd. Warrants Serve	5	Property Impounded	2	Fentanyl Seized:	0
Felony Warrants Served	5	Firearms Seized	1	Meth Seized:	0
Juvenile Misd. Arrests	0	Vehicle Pursuits	0	Marijuana	0
Juvenile Felony Arrests	0			Mushrooms	0
Traffic Stops Made	42			Rx Pills	0
Traffic Citations Issued:	22			Ecstasy (MDMA)	0



MIFFLIN TOWNSHIP

Brian P. Dunlevy
Fire Chief

Scott Davis
Assistant Fire Chief

BOARD OF TOWNSHIP TRUSTEES MEETING

September 4, 2024

Fire Division Requests:

Request to Approve Full-Time Firefighters / EMT-B & EMT-P:

09042024.1 This is a request to approve conditional offers to five applicants. The following four applicants would work under the EMT-Basic Apprentice program:

- Evan Butcher
- Christopher Henestofel
- JaMar Perry
- Matthew Scarbury

The following applicant would work under FF/Paramedic Step 1:

- Jacob Baugess

If approved by the Board the starting date for each applicant would be determined by the Fire Chief in collaboration with Human Resources. These provisional appointments are contingent on successfully completing the pre-employment physical and psychological assessments. This request is planned and budgeted.

Request to Modify Two Existing Policies:

09042024.2: This is a request to modify two approved policies, first is the “Firefighter/EMTB Apprentice Tuition Reimbursement Policy”. We are requesting that the Maximum reimbursement amount be raised to \$12,000.

The second policy is the “Holiday Compensation (Fire Division and MECC).” We are requesting that all Fire Division staff have the ability to use other earned paid leave in lieu of Holiday time when scheduled to work. Please see attached documentation. This an administrative request.

Request to Approve Land Purchase:

09042024.3: This is a request to approve the land purchase adjacent to the east of Fire Station 134. This is a roughly a quarter of an acre, forty-foot-wide swath of land that runs north to south. The request to purchase is in the amount of \$83,000. This is a planned expense.

Operations Center Requests

No request at this time

IX. FIREFIGHTER/EMT-B APPRENTICE TUITION REIMBURSEMENT POLICY

Only full-time employees in the position as a Firefighter/EMT-B Apprentice are eligible. Employees previously in the Firefighter/EMT-B Apprentice position are not eligible.

Definitions

Accredited: Training provided by an Ohio EMS (Emergency Medical Services) accredited training program as defined by the State of Ohio.

Reimbursable Expenses: Mifflin Township will reimburse the employee upon completion of the accredited program and issuance of a State of Ohio EMT- Paramedic certificate for the program's costs not exceeding \$12,000.

Good Standing: The employee must not have had any written warnings, suspensions, or other disciplinary actions filed, nor be subject to a performance improvement plan within one year of applying for tuition assistance. In addition, the employee must have achieved at least a "meets expectations" rating on their most recent performance evaluation.

Policy: Upon completion from an accredited training program and issuance of a State of Ohio EMT- Paramedic certificate, Mifflin Township will reimburse the Firefighter/EMT-B Apprentice up to \$12,000 for the course tuition required to obtain a State of Ohio EMT- Paramedic certificate. The employee shall provide proof of payment and proof of course completion before reimbursement is processed. The use of tuition reimbursement may affect your taxable income. For more information, please consult with a tax advisor.

If an employee voluntarily resigns, or is terminated with cause from the Township, he/she must repay the tuition assistance based on the following schedule:

1. 100% repayment of tuition reimbursement received if the employee is no longer employed by Mifflin Township within one (1) year or less after receiving reimbursement.
2. 75% repayment of tuition reimbursement received if the employee is no longer employed by Mifflin Township one (1) or more years but less than two (2) years after receiving reimbursement.
3. 50% repayment of tuition reimbursement received if the employee is no longer employed by Mifflin Township within two (2) or more years but less than three (3) years after receiving reimbursement.
4. 25% repayment of tuition reimbursement received if the employee is no longer employed by Mifflin Township three (3) or more years but less than four (4) years after receiving reimbursement.
5. 0% repayment of tuition reimbursement if the employee is no longer employed four (4) or more years after receiving reimbursement.
6. The employee will have thirty (30) days following separation of employment with Mifflin Township under these terms to make full and final payment unless a different payment arrangement has been mutually agreed upon.

Mifflin Township reserves the right to suspend or restrict this policy at any time based upon the availability of funds.

Reimbursement Process

1. Eligible employees wishing to obtain reimbursement shall email the Assistant Chief requesting reimbursement, proof of course completion and proof of achieving their State of Ohio EMT- Paramedic certificate.
2. Employees must sign the Firefighter/EMT-B Apprentice Tuition Reimbursement Policy and agree to the repayment terms.

X. HOLIDAY COMPENSATION (FIRE DEPARTMENT INCLUDING MECC)

Employees are entitled to an 88-hour holiday bank each year based on eight (8) hours of holiday time for the eleven (11) holidays per year listed below. Fire department employees, including MECC, who are scheduled to work on a holiday and request to take it off, may use other paid leave in lieu of holiday flex, with supervisor approval. Holiday time is not cumulative from year to year and shall be used in the calendar year in which it is credited. Holiday time not used during the calendar year in which it is credited shall be paid to the employee at the close of such calendar year.

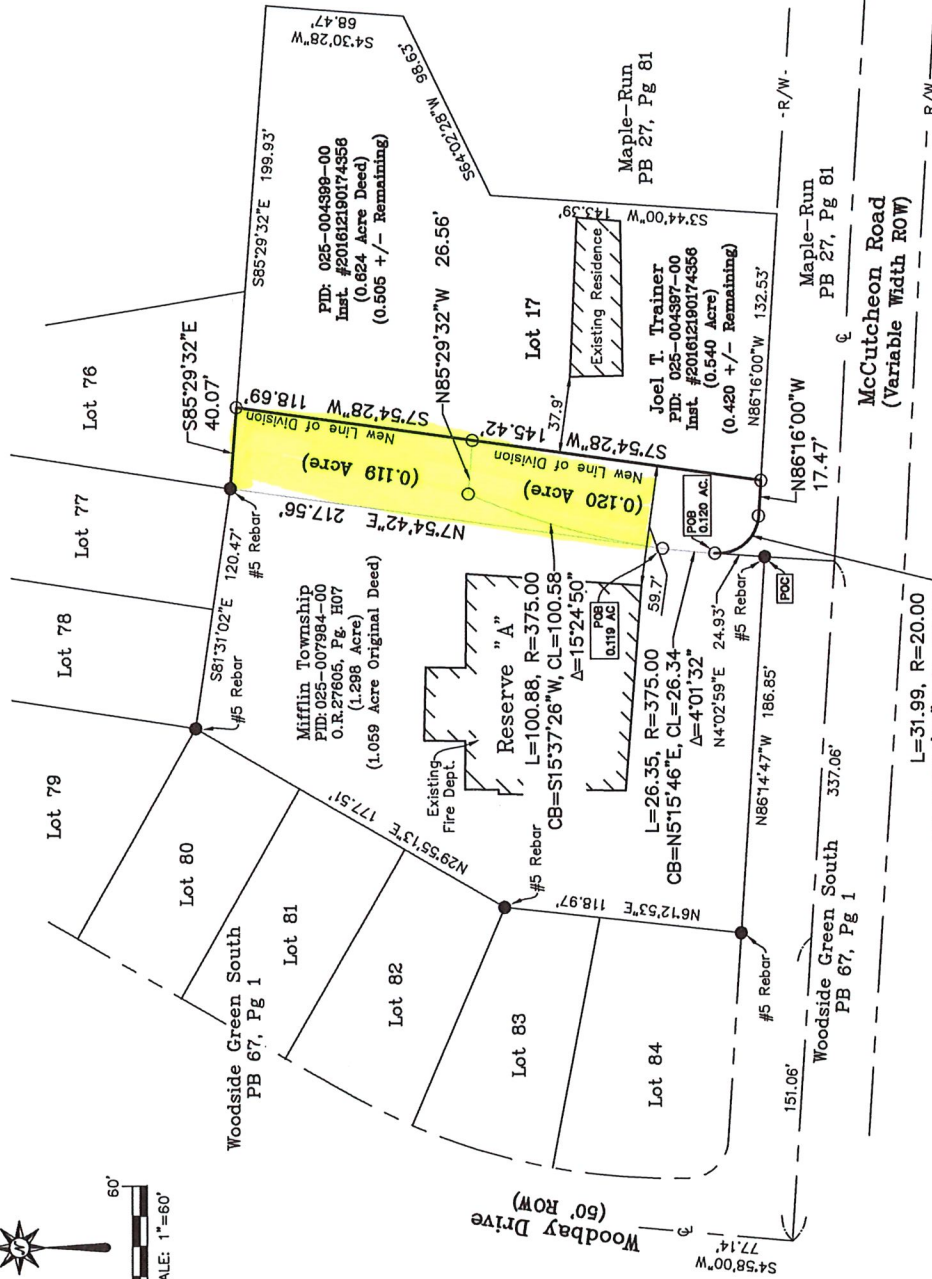
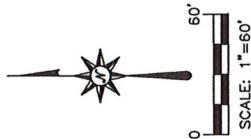
- | | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Juneteenth | Christmas Day |
| Independence Day | |

When a holiday falls on a Saturday, the preceding Friday is observed. When a holiday falls on a Sunday, the following Monday is observed. Township offices are closed on legal holidays as appointed by the Board of Trustees. The Department Head or designee will control scheduling, with consideration being given to equal treatment to all employees as it relates to holiday scheduling.

This department policy supersedes the Township Holiday Compensation policy.

LOT SPLIT OF A 0.119 ACRE TRACT AND A 0.120 ACRE TRACT

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GAHANNA, TOWNSHIP OF MIFFLIN, IN THE FIRST QUARTER OF RANGE 17; AND BEING 0.120 ACRES OUT OF THE WESTERLY PORTION OF LOT 17 AS NUMBERED AND DELINEATED IN PLAT OF RECORD, MAPLE-RUN IN PLAT BOOK 27, PAGE 81 AND BEING 0.119 ACRES OUT OF A 0.624 ACRE TRACT OF LAND AS CONVEYED TO JOEL T. TRAINER, IN INSTRUMENT NUMBER 201612190174356. (PARCEL NUMBERS 025-004397-00, 025-004399-00)



BASIS OF BEARINGS:

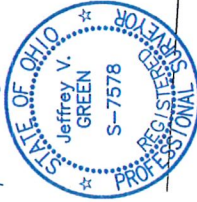
The Basis of Bearings the south line of Reserve "A", Woodside Green South as being North 86° 14' 47" West and was determined through G.P.S. Observation utilizing the O.D.O.T. RTN (REAL TIME NETWORK) (NAD 83) and should be used to Denote Angles Only.

I hereby certify that the attached plat was prepared from information obtained from an actual field survey dated 11/14/2023 of the premises and that said plat is correct to the best of my knowledge.

JEFFREY V. GREEN
PROFESSIONAL SURVEYOR NO. S-7578

Jeffrey V. Green

JUNE 13, 2024



LEGEND

- MONUMENT FOUND
- SET REBAR w/CAP
- △ CALCULATED POINT

All Iron Pins set are 5/8" x 30" rebar with a yellow plastic cap reading Green S#7578



2700 Orchard Park St. NW,
Canton, Ohio 44718
614-207-8214

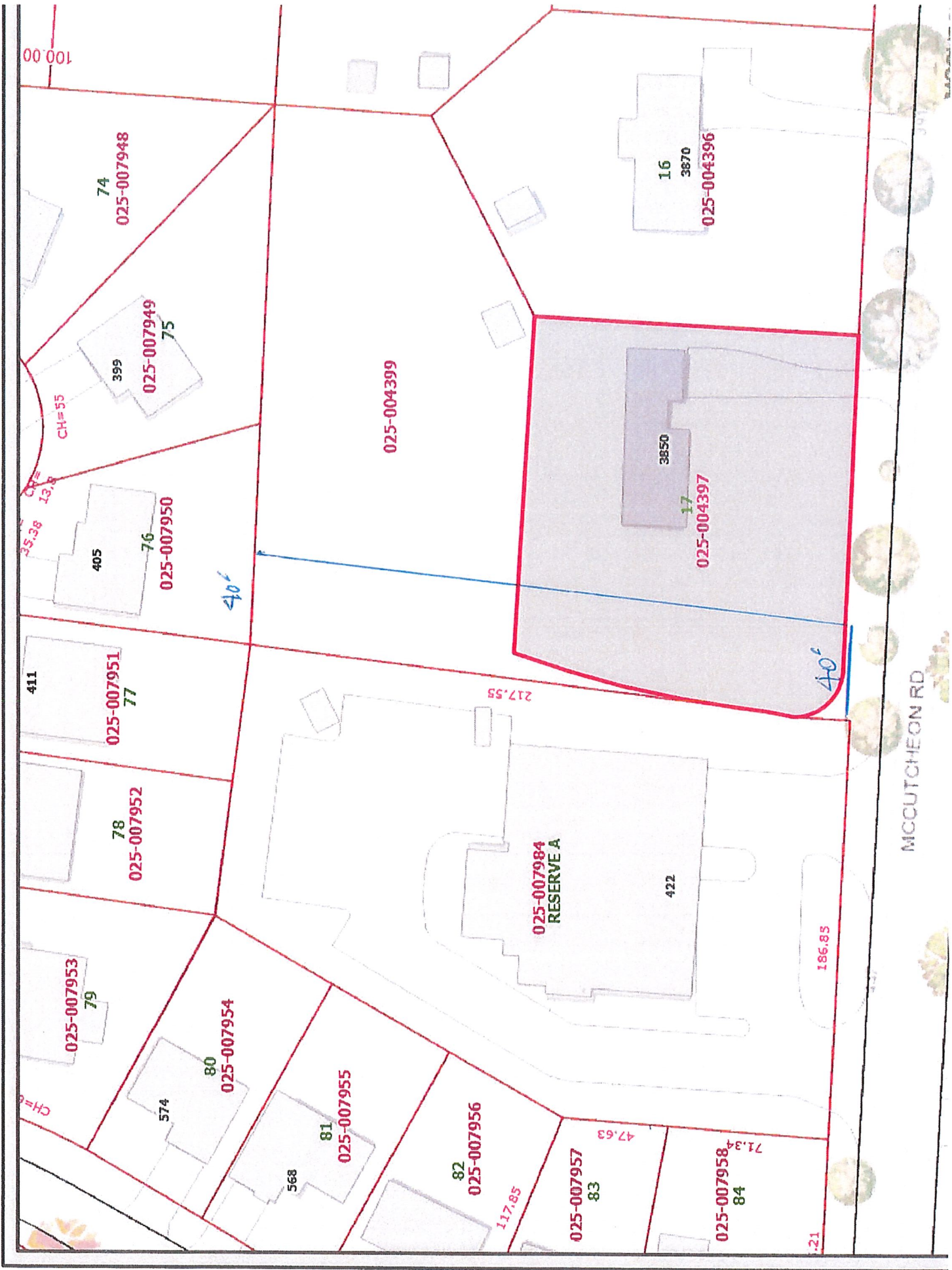
FOR: MIFFLIN TOWNSHIP

LOT SPLIT

Project No.: GA-23-01-085

File Name: 23-01-085 Mifflin Fire Department (2).dwg

EXHIBIT "A"



MCCUTCHEON RD

PURCHASE AGREEMENT

The undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, upon the terms hereinafter set forth, the following real estate located in the State of Ohio, County of Franklin, 3850 McCutcheon Road and the rear of 3850 McCutcheon Road (being splits of Parcels #025-004397 & 004399) – See Exhibit "A" ("Property").

1. **On the following terms:** Purchase Price to be \$80,000 in cash and Right of First Refusal to be \$3,000 in cash.
2. **Right of First Refusal.** In the event the Seller shall receive a bona fide offer (the "Offer") to purchase the remainder of the property located at 3850 McCutcheon Road, the Property, which the Seller intends to accept, from an entity which is not an Affiliate of the Seller, as defined below, during the term of this Purchase Agreement, the Seller shall immediately give written notice to the Buyer of its intent to sell the Property pursuant to the Offer, together with a true and correct copy of the Offer. A sale or proposed sale of all or a majority of the legal and/or beneficial interests in the Seller either in a single transaction or in a series of related transactions shall be deemed to be a sale of the Property and shall be subject to this Agreement.

For the purposes of this Agreement, an "Affiliate of the Seller" shall mean any Person (a) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Seller. For the purposes of this definition, the terms (i) "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of a Person, whether through ownership of common stock, by contract or otherwise and (ii) Person means any natural person, partnership, or corporation and any other for of business or legal entity.

Such notice and copy shall be given by certified mail, return receipt requested, or by overnight courier service, directed to the Buyer at 400 West Johnstown Road, Gahanna, Ohio 43230 or at such other address as the Grantee may provide to the Seller in writing during the term of this Agreement.

The Buyer shall have the right to exercise the right of first refusal within thirty (30) business days after delivery or refusal of said notice, as set forth on said return receipt, by sending to the Seller an executed written intent to purchase said Property on the same terms and conditions as that set forth in the Offer.

Such notice of intent shall be provided to the Seller by certified mail, return receipt requested, or by overnight courier service directed to the Seller at the address set forth above, or at such other address as the Seller shall have provided to the Buyer in the notice of intent to sell.

In the event the Buyer shall fail to exercise the right of first refusal as set forth herein within said thirty (30) business day period, the Seller may sell the Property to the purchaser, and on the terms, specified in the Offer, and this right of first refusal shall terminate and expire; provided, however, that in the event that such purchaser shall fail to close said conveyance pursuant to the Offer, or in the event the terms of the Offer shall change so that they are different than the terms included in the notice given to the Buyer pursuant to paragraph 2 of

this Agreement, this right of first refusal shall remain in full force and effect and the Seller shall comply with the terms of this Agreement with respect to any subsequent offer for the Property, or with respect to such changed offer, as the case may be.

3. **Possession:** One (1) week after closing.

4. **Evidence of Title:** Buyer shall furnish and pay for an owner's title insurance commitment and policy [ALTA Form B (1970 REV. 10-17-70 & REV. 10-17-84)] in the amount of the purchase price, with copy of subdivision or condominium plat. The title evidence shall be certified to within 30 days prior to closing with endorsement as of 8:00 A.M. on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show the Seller marketable title in fee simple free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this contract; (c) zoning ordinances; (d) legal highways; and (e) covenants, restrictions, conditions and easements of record which do not unreasonably interfere with present lawful use. Buyer shall pay any additional costs incurred in connection with mortgagee insurance issued for the protection of Buyer's lender.

If title to all or part of the real estate is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments other than those excepted in this contract, Seller shall within thirty (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment or obtain title insurance without exemption therefor. At closing Seller shall sign an affidavit with respect to off-record title matters in accordance with the community custom.

5. **Lot Split:** Buyer shall prepare the survey for the proposed lot split of Seller's property and pay for all costs associated with survey preparation, lot split application and any other costs associated with the process.

6. **Deed:** Seller shall convey to Buyer marketable title in fee simply by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract.

7. **Taxes and Assessments:** At closing, "Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments which are a lien on the date of contract and all agricultural use tax recoupments for years prior to the year of closing. At closing, Seller shall also pay or credit on the purchase price all other unpaid real estate taxes which are a lien for years prior to closing and a portion of such taxes and agricultural use tax recoupments for year of closing prorated through date of closing and based on 365 day year and,

if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc. whether or not certified.

Seller warrants that no improvements or services (site or area) have been installed or furnished, or notification received from public authority or owners' association of future improvements of which any part of the costs may be assessed against the real estate except the following: _____

(None, if nothing inserted.)

8. Rentals, Interest, Condominium Charges, Insurance, Utilities and Security Deposits:

Adjustments shall be made through date of closing for: (a) rentals; (b) interest on any mortgage assumed by Buyer; (c) condominium or other association periodic charges; (d) transferable insurance policies, if Buyer so elects. Seller shall pay, through date of possession, all accrued utility charges and any other charges that are or may become a lien. Security deposits shall be transferred to Buyer.

9. Damage or Destruction of Property: Risk of loss to the real estate and appurtenances shall be borne by Seller until closing provided that if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability hereunder, by giving written notice to Seller and Broker within ten (10) days after Buyer has written notice of such damage or destruction. Failure by Buyer to so notify Seller and Broker shall constitute an election to proceed with the transaction.

10. Fixtures and Equipment: The consideration shall include any fixtures, including but not limited to: built-in appliances, heating, central air conditioning, and humidifying equipment and their control apparatus; stationary tubs; pumps; water softening equipment (unless leased); roof antennae; attached wall-to-wall carpeting and attached floor covering; curtain rods and window coverings excluding draperies and curtains; attached mirrors; light, bathroom and lavatory fixtures; storm and screen doors and windows, awnings, blinds, and window air conditioners, whether now in or on the premises or in storage, garage door openers and controls; attached fireplace equipment; security systems and controls (unless leased); smoke alarms, satellite TV reception system and components; all exterior plants and trees; and the following:

The following shall be excluded: _____

11. Property Inspection: (Not applicable if number of days not inserted). Buyer, at Buyer's expense, shall have 30 days after the acceptance hereof to have the property and all improvements, fixtures and equipment inspected including, if desired by Purchaser, an assessment or inspection to determine the presence of lead-based paint and/or lead-based paint hazards. Seller shall cooperate in making the property reasonably available for such inspection(s). If Buyer is not, in good faith, satisfied with the condition of the property as disclosed by such inspection(s), Buyer may terminate this contract by delivering written notice of

such termination to Seller, along with a written copy of such inspection report(s), within the time period specified above, which notice and report(s) shall specify the unsatisfactory conditions. Failure of Buyer to so delivery written notice and copy of the inspection report(s) within such time period shall constitute a waiver of Buyer's right to terminate pursuant to this provision. Buyer acknowledges that the time period specified above represents the agreed upon period for Buyer to conduct an assessment or inspection of the property to determine the presence of lead-based paint and/or lead-based paint hazards and Buyer waives any other right or opportunity provided by law to conduct an assessment or inspection for those purposes.

12. **Deposit:** Buyer has deposited with Title Company the sum receipted for below, which shall be returned to Buyer, upon Buyer's request, if no contract shall have been entered into. Upon acceptance of this contract by both parties. Title Company shall deposit such amount in its account to be disbursed, as follows: (a) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned; (b) deposit shall be applied on purchase price or returned to Buyer when transaction is closed; (c) if Buyer fails or refuses to perform, this deposit shall be paid to Seller, which payment, or the acceptance thereof, shall not in any way prejudice the rights of Seller or Broker(s) in any action for damages or specific performance. The sum deposited is \$10,000.

In the event of a dispute over the disposition of the deposit, Title Company shall retain the deposit until (i) Buyer and Seller have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) Broker deposits said amount with a court pursuant to applicable court procedures.

13. **Miscellaneous:** Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing. In compliance with fair housing laws, no party shall in any manner discriminate against any purchase or purchasers because of race, color, religion, sex, handicap, familial status or national ongm.

14. **Duration of Offer and Closing:** This offer shall be open for acceptance to midnight _____, 2023. This contract shall be performed and this transaction closed within 120 days after acceptance hereof, unless the parties agree in writing to an extension.

(No further text on this page, signature page follows)

Buyer acknowledges receipt of
a copy of this contract

(Buyer)

Address _____

Phone _____

Deed to _____

Name of Buyer's Attorney

The undersigned agrees to and
accepts the foregoing offer.

Seller acknowledges receipt of
a copy of this contract.

(Seller)

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8/1/23 S:Docs