

**Scioto Township Trustees**  
**Agenda – July 3, 2024**  
**7:00 p.m.**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of the Minutes**
  - June 19, 2024**
  - June 24, 2024**
- 5. Public Comment**
- 6. Maintenance Department Report**
- 7. Health Department Report**
- 8. Fiscal Officers Report – Kathy Melvin**
- 9. Zoning Inspector Report – Herb Ligocki**
- 10. Fire Chief Report – Chief McIntire**
  - a. Internet Connection – Spectrum**
  - b. Gutters**
- 11. Trustee Reports**
  - Trustee Stults**
    - a. Columbarium**
      - i. Landscaping**
    - b. Headstone Recovery**
    - c. Cemetery Lot Enforcement Plans**
    - d. Updating of Cemetery Fees on Website**
  - Trustee Moseley**
    - a. Fairview Cemetery Drainage**
  - Trustee Loudenslager**
    - a. Major projects spreadsheet**
    - b. Health Department Mobile Clinic**
    - c. Update on Delivery of Dump Truck**
- 12. Old Business**

**ARPA Funds Allocation (\$6,500 remaining after ball diamond, dugouts, Columbarium, Cemetery Roads, AED, Cemetery Truck and fire hydrants)**

  - 1) ARPA Funds Expenditures - \$271,409**
    - a. Cemetery Truck (Ralph) \$ 81,000**
    - b. AED - \$6,101.64**

- c. Columbarium for Cemetery (Sandra) - \$15,000**
- d. Fire Hydrants (Chief) - \$35,000**
- e. Cemetery Paved Roads - \$ 16,360 + \$1,700 \$18,060 total**
- f. Ball Diamond - \$93,000**
- g. Dugouts - \$19,800**

**13. New Business**

**a. Declaration of Surplus Vehicles**

**i. 1995 Ford F450 Super Duty Vin 1FDLF47F7SEA45533**

**ii. 1995 Ford F800 Dump Truck with 10 ft snow plow Vin 1fdxf80e1sva33226**

**b. Calhoun Road Speed Resolution**

**c. Resolution recognizing Shadow Riders 4-H Club**

**14. Pay Bills**

**15. Adjourn**

SCIOTO TOWNSHIP BOARD OF TRUSTEES

SIGN IN

July 3, 2024

Mandy Vincent

Sign

Print

1167 Carr Rd

Address

Gina Long

Sign

Print

6403 Dejeux Rd

Address

Brian Vincent

Sign

Print

1167 Carr Rd

Address

Matt Young

Sign

Print

Address

Jennifer Hay - DPHD 470 S. Sandusky St. 43015

Sign

Print

Address

JH Dolcott Linda JH Dolcott DPHD

Sign

Print

Address

JRS

Joseph Proem

270 Bluegrass Way

Sign

Print

Address

Sign

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Address

**SCIOTO TOWNSHIP TRUSTEES  
RECORDING OF PROCEEDINGS  
July 3, 2024**

**REGULAR MEETING PROCEEDINGS SUMMARY:**

The trustees of Scioto Township met in regular session, Wednesday, July 3, 2024 at 7:00 pm at the Township Hall, 3737 Ostrander Rd., Ostrander, OH 43061. Board members present were Doug Loudenslager, Ralph Moseley and Sandra Stults. Also present was Fiscal Officer, Kathy Melvin, Fire Chief, Marvin McIntire, and Zoning Inspector Herb Ligocki. Others in attendance are included on the sign in sheet.

**APPROVAL OF MINUTES:**

Trustee Stults moved to accept the minutes of the June 19, 2024, as presented by the Fiscal Officer. The motion was seconded by Trustee Moseley. The roll call vote: Ms. Stults-yes, Mr. Moseley-yes, and Mr. Loudenslager-yes. The motion passed with 3-yes and 0-no votes.

Trustee Stults moved to accept the minutes of the June 24, 2024, as presented by the Fiscal Officer. The motion was seconded by Trustee Moseley. The roll call vote: Ms. Stults-yes, Mr. Moseley-yes, and Mr. Loudenslager-yes. The motion passed with 3-yes and 0-no votes.

**PUBLIC COMMENT: NONE**

Trustee Stults motion to proclaim Shadow Riders 4-H Club for their Community Service to the Township and community. The motion was seconded by Trustee Moseley. The roll call vote: Ms. Stults-yes, Mr. Moseley-yes, and Mr. Loudenslager-yes. The motion passed with 3-yes and 0-no votes.

**Maintenance Department – report emailed**

- Finished Mowing road ditches
- Trimmed trees away from road signs
- Replace a missing road sign
- 1 funeral this month
- Cleaned up dirt from grave sites
- Put foundations in
- Keeping trash cleaned up that the raccoons are dumping
- Keeping up with the mowing at park, 257, 2nd and Houston street
- Went after parts for mower

**Delaware County Health Department – Linda Wolcott**

- Handout for summer tour with mobile bus for vaccinations.
- Trustees asked the Health Dept to put Ostrander on the list of stops

**FISCAL OFFICER'S REPORT**

Payables: \$131,917.33

Receipts: \$30,611.39

**ZONING REPORT: Herb Ligocki – See Attached**

- 5 permits for the month of June totaling \$385.00
  - 1 single family residence, 1 driveway, and 3 ag exemptions
- Cell Tower – initial neighbor notifications sent
- Houseman Road: Final notice from Delaware County PA Office was sent to owner of zoning violation
- Attended DCRPC Meeting
- Answered questions regarding zoning
- UHAUL Trailers/Trucks on St. Rt. 36 – Meeting with owner Monday regarding variance.
- Trustee Moseley asked about the Sayers property and where it stands.
  - Herb to do research and let Trustees know.
  - Lots are owned by J.W. Cutler Real Estate and Village Mayor stated there are roughly 11 lots for sale at Stover and Dean Road and 4-5 lots have been sold.
- Village Mayor stated the council has asked to purchase the lot next to ball field.

**FIRE CHIEF'S REPORT: See attached report**

- Purchase Orders – Selectus Consulting 07-03-2024-1– Replacement Firewall Appliance and 39 Month Subscription, \$9,000.00. 50/50 Split Township and Fire Department.
- Precision Alignment –07-03-2024-2 - Rescue 371 – Replace all 6 – Tires. Engine 372 – Rotate Rear Dual Tires on Apparatus for tire wear, \$6,000.00.
- Apparatus, Equipment or Station Repairs – Atlantic Emergency Solutions completed Annual Air Pack Testing. Silco Fire and Security – Completed the Annual Hood Fire Suppression Inspection. Approved some minor work to the Suppression Nozzles in the Hood System for proper coverage to all appliances under the hood. Investigating Code issue with the Hood System Ventilation Fan shutting down when the Fire Suppression System is tripped. May need to AC Electric for assistance of the wiring system. Atlantic Emergency Solutions – On site this week for Annual Pump Service and Testing along with a list of apparatus repairs that have been requested. Fire Hydrant Flushing – Has been suspended the last two weeks due to the dry weather and no rain.
- New Equipment – Two new sets of Turnout Gear arrived.
- Mike's Roofing – All materials are in. Waiting on a schedule for install date. Also, reported a Roof Leak at the Apparatus Bay and Laundry Room Door. They will look at while they are on site for the install of the gutters.

- Del-Co Water Company – Fire Hydrant install was delayed due to the weather and in-house emergencies, along with Water Restrictions. Plan currently is to install 2 – Fire Hydrants within the next 2 weeks and every two to three weeks after till the project is complete. They are well aware of the timeline for the project.
- Good to The Order:
- Pancake Breakfast – The Fire Association will host the Pancake Breakfast this year on Saturday morning July 20<sup>th</sup> from 7:00 to 11:00.
- Internet Connection/Firewall: Firewall needed updated and Selectus was able to secure a 39-month subscription and updated equipment to save the township \$5,000.00.
- Mechanic stated the Fire Department Fleet is one of the best throughout the state of Ohio.
- Village Mayor stated the department attended the Village meeting and provided AED Training and the Mayor and council was very thankful and pleased with the training.

Trustee Moseley made a motion to accept Fire Chief McIntire's fire as presented. The motion was seconded by Trustee Stults. Roll call vote: Mr. Loudenslager-yes, Mr. Moseley-yes, and Ms. Stults-yes. The motion passed with 3-yes and 0-no votes.

## **TRUSTEE REPORTS:**

### **Trustee Stults**

- Received DOT Training Certificate for Workplace Drug and Alcohol Training
- Columbarium – Landscaping
  - Received bids from three companies: Property Worx, Pony Landscape and Railey's
  - Trustee Loudenslager would like to see a revised quote with more plants and possibly a couple of trees. Will provide Sandra with suggestions.
- Headstone Recovey
  - Still researching the list but have been able to track down some of the locations
  - Would like to finalize by September meeting
- Cemetery lot Enforcement Plans
  - Need to work with maintenance department and families
  - Would like to finalize by September meeting.
- Update of Cemetery Fees on Website – Completed
- Working with maintenance, funeral home and possibly health department
  - Burial in wrong plot
- FEMA House Update
  - Project is almost complete. Once we receive the Release of Lien we will receive the rest of the funds.

### **Trustee Moseley**

- Fairview Cemetery Drainage
  - Need to work on fence line clean up
  - Property Worx has asked if the township would like them to clean any of the trees from the fence line.
- Went and looked at a culvert on Fontanelle Road.

- Gary is aware of this but there is nowhere for the water to get away on the north side of the road.
- Fry Road is complete and looks good.
- Michell Lane and Field Street
  - About 1/3 way done and a slight change due to an issue at 5<sup>th</sup> street.

**Trustee Loudenslager**

- Jacktown Road – spoke with Village Mayor to work together for OPWC Grant for Jacktown Road
  - Mayor stated village has High Street as their main focus with Jacktown as a secondary option.
- Major projects spreadsheet – updated the available funds and added Houseman Road. Please see 6/29/24 for the most current sheet.
- Update on Delivery of Dump Truck
  - Mid-August is current schedule
- Vehicle License tax increase
  - Resolutions have been received and unless appealed the updated increases will start for the 2025 year.

**OLD BUSINESS:**

- ARPA funds Allocation (\$6,500 remaining after ball diamond, dugouts, Columbarium, Fairview cemetery roads, AED, Cemetery Truck, and fire hydrants)
  - ARPA Funds Expenditures \$271,409)
    - Cemetery Truck (Ralph) \$81,000
    - AED - \$6,101.64
    - Columbarium for Newhouse Cemetery (Sandra) \$15,000
    - Fire Hydrants (Chief) 12 hydrants for \$35,000.
    - Cemetery Paved Roads (Sandra) \$16,360 + \$1,700=\$18,060
    - Ball Diamond (\$93,000)
    - Dugouts - \$19,800

**NEW BUSINESS:**

Declaration of Surplus Vehicles

- \$3500.00 – BIDS ARE DUE BY AUGUST 1
- 1995 Ford F800 Dump Truck with 10 ft snow plow Vin 1fdxf80e1sva33226 - \$\$\$\$\$ – BIDS ARE DUE BY AUGUST 1 – RM to work with Gary

Trustee Moseley made a motion to declare surplus of the following vehicles: 1995 Ford F450 Super Duty Vin 1FDLF47F7SEA45533 and a 1995 Ford F800 Dump Truck with 10 ft snow plow Vin 1fdxf80e1sva33226. The Township will accept bids for the 1995 Ford F450 due by August 1 with knowing vehicle would not be released until Township's new vehicle is received.

The motion was seconded by Trustee Stults. The roll call vote: Ms. Stults-yes, Mr. Moseley-yes and Mr. Loudenslager-yes. The motion passed with 3-yes and 0-no votes.

Trustee Stults made a motion to Accept Calhoun Speed Resolution 07-03-2024-1. The motion was seconded by Trustee Moseley. The roll call vote: Ms. Stults-yes, Mr. Moseley-yes and Mr. Loudenslager-yes. The motion passed with 3-yes and 0-no votes.

Thoughts for end of year meetings:

- Budget meeting – Friday, December 20 at 9am
- Organization meeting – December 31 at 10am.

Trustee Stults made a motion to pay bills. The motion was seconded by Trustee Moseley. The roll call vote: Ms. Stults-yes, Mr. Moseley-yes and Mr. Loudenslager-yes. The motion passed with 3-yes and 0-no votes.

Trustee Moseley made a motion to adjourn. The motion was seconded by Trustee Stults. The roll call vote: Ms. Stults-yes, Mr. Moseley-yes and Mr. Loudenslager-yes. The motion passed with 3-yes and 0-no votes.

Meeting adjourned at 7:50pm.

Robert Moseley

Sarah Stults

W. L. H.

Certified by: Kathy Melvin  
Fiscal Officer



## **June 2024 monthly report**

Hello all

Another month has passed us by  
we finished mowing the road ditches.

trimmed trees away from road signs

replaced road sign that was taken

we had 1 funeral this month

cleaned up dirt from grave sites

put foundations in

been keeping the trash cleaned up the racoons are dumping the  
cans constantly what a mess

been keeping up with all the mowing at the park 257 and 2nd  
street and Houston street

went after parts for mowers

THANKS FOR ALL YOU DO FOR US

PAT AND GARY

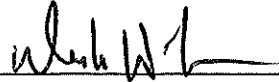
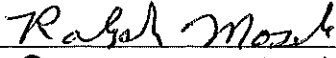
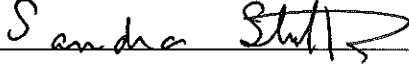
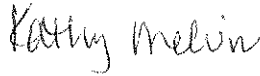
**Scioto Township  
Zoning Report  
June, 2024**

1. May Permits
  - 1 Single Family Residence
  - 1 Driveway Permit
  - 3 Ag Exemptions
2. Cell Tower: Initial Neighbor notifications sent in
3. Houseman Road: Final Notice of Zoning Violation sent to Property Owner
4. Attended Delaware County Regional Planning Meeting
5. Questions Regarding Zoning

Action Number	Date	Address	Type of Action	Name of Applicant	BZA Action Y/N	Fee	Notes
24-023	6/6/2024	Mitchell Lane	Driveway Permit	Scott Hines	N/A	\$ 60.00	Check #2125
24-024	6/6/2024	State Route 257	Single Family Res.	Kyle A. and Ashley L Adams	N/A	\$ 325.00	Approved Check #609
24-025	6/20/2024	3777 Fry Road	Ag Exemption	Brian Long	N/A	N/A	Approved
24-026	6/24/2024	2774 Smart Road	Ag Exemption	Tessa Joos	N/A	N/A	Approved
24-027	6/27/2024	2732 Smart Road	Ag Exemption	Randi Rodgers	N/A	N/A	Approved
Total						\$ 385.00	

**Governing Board Signature Page**

07/03/2024

Item	Reviewed By	
Payment Listing		Doug Loudenslager
		Ralph Moseley
		Sandra Stults
		Kathy Melvin

**Payment Listing**

7/1/2024 to 7/3/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
256-2024	07/03/2024	06/30/2024	EP	Gary G Beckley	\$2,919.21	O
257-2024	07/03/2024	06/30/2024	EP	Andrew T Blevins	\$49.23	O
258-2024	07/03/2024	06/30/2024	EP	Kathan T Costello	\$49.33	O
259-2024	07/03/2024	06/30/2024	EP	Adam M DeMarco	\$274.94	O
260-2024	07/03/2024	06/30/2024	EP	Enzo DiRocco	\$1,270.10	O
261-2024	07/03/2024	06/30/2024	EP	Courtney Good	\$1,103.41	O
262-2024	07/03/2024	06/30/2024	EP	BRIAN GOODALL	\$323.46	O
263-2024	07/03/2024	06/30/2024	EP	Joshua Guy	\$646.48	O
264-2024	07/03/2024	06/30/2024	EP	David H Hausfeld	\$1,072.25	O
265-2024	07/03/2024	06/30/2024	EP	Joseph Kelly	\$548.13	O
266-2024	07/03/2024	06/30/2024	EP	Mackenzie Langdon	\$849.16	O
267-2024	07/03/2024	06/30/2024	EP	Herbert Ligocki	\$435.37	O
268-2024	07/03/2024	06/30/2024	EP	Michael D Long	\$113.21	O
269-2024	07/03/2024	06/30/2024	EP	Douglas D. Loudenslager	\$872.42	O
270-2024	07/03/2024	06/30/2024	EP	Kyle A McIntire	\$256.56	O
271-2024	07/03/2024	06/30/2024	EP	Marvin E McIntire	\$1,621.36	O
272-2024	07/03/2024	06/30/2024	EP	Jonathan S Melvin	\$268.52	O
273-2024	07/03/2024	06/30/2024	EP	Kathy Melvin	\$1,528.61	O
274-2024	07/03/2024	06/30/2024	EP	Ralph K Moseley	\$1,084.05	O
275-2024	07/03/2024	06/30/2024	EP	CORBIN PELTIER M	\$390.37	O
276-2024	07/03/2024	06/30/2024	EP	Sig Pugerud	\$49.23	O
277-2024	07/03/2024	06/30/2024	EP	Bradley M Reese	\$49.06	O
278-2024	07/03/2024	06/30/2024	EP	DORIAN ROSS	\$659.67	O
279-2024	07/03/2024	06/30/2024	EP	Steven Roush Jr.	\$494.85	O
280-2024	07/03/2024	06/30/2024	EP	John Sanieł-Banrey	\$1,221.27	O
281-2024	07/03/2024	06/30/2024	EP	Sandra Stults	\$1,074.59	O
282-2024	07/03/2024	06/30/2024	EP	Casey J Swendrick	\$385.06	O
283-2024	07/03/2024	06/30/2024	EP	James P Williams	\$2,257.36	O
285-2024	07/03/2024	07/02/2024	CH	ANTHEM BC BS	\$2,624.35	O
19796	07/03/2024	06/30/2024	AW	Douglas D Loudenslager	\$684.20	O
19797	07/03/2024	06/30/2024	AW	Sandra Stults	\$531.37	O
19798	07/03/2024	06/30/2024	AW	Gary Beckley	\$35.00	O
19799	07/03/2024	06/30/2024	AW	James P Williams	\$35.00	O
19800	07/03/2024	06/30/2024	AW	Marvin McIntire	\$35.00	O
19801	07/03/2024	06/30/2024	AW	Herbert Ligocki	\$35.00	O
19802	07/03/2024	06/30/2024	AW	John Sanieł Banrey	\$35.00	O
19803	07/03/2024	06/30/2024	AW	Kyle McIntire	\$35.00	O
19804	07/03/2024	06/30/2024	AW	Tayla Ewing	\$90.00	O
19805	07/03/2024	06/30/2024	AW	AES Ohio	\$1,085.27	O
19806	07/03/2024	06/30/2024	AW	Anthem Life	\$82.07	O
19807	07/03/2024	06/30/2024	AW	CDW Government	\$368.58	O
19808	07/03/2024	06/30/2024	AW	Del-Co Water Co, Inc.	\$126.11	O
19809	07/03/2024	06/30/2024	AW	Delaware County Sheriff's Office	\$140.00	O
19810	07/03/2024	06/30/2024	AW	Delta Dental	\$279.49	O
19811	07/03/2024	06/30/2024	AW	First Commonwealth Bank	\$51.16	O
19812	07/03/2024	06/30/2024	AW	Grainger	\$203.20	O

**Payment Listing**

7/1/2024 to 7/3/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
19813	07/03/2024	06/30/2024	AW	Green and Sons	\$18.35	O
19814	07/03/2024	06/30/2024	AW	Miati Embroidery	\$322.68	O
19815	07/03/2024	06/30/2024	AW	Municipal Emergency Services Depository Ac	\$9,660.05	O
19816	07/03/2024	06/30/2024	AW	Property Worx	\$901.82	O
19817	07/03/2024	06/30/2024	AW	Silco Fire & Security	\$284.75	O
19818	07/03/2024	06/30/2024	AW	The R. B. Powers Company	\$100.00	O
19819	07/03/2024	06/30/2024	AW	Tractor Supply	\$3.99	O
19820	07/03/2024	06/30/2024	AW	Vison Service Plan - (OH)	\$214.46	O
19821	07/03/2024	06/30/2024	AW	Brennstuhl Construction Inc.	\$20,962.50	O
19822	07/03/2024	06/30/2024	AW	Valley Ford Truck, Inc	\$63,653.00	O
19823	07/03/2024	06/30/2024	AW	Selectus Consulting	\$5,688.39	O
19824	07/03/2024	07/03/2024	AW	Property Worx	\$1,140.22	O
19825	07/03/2024	07/03/2024	AW	Wells Septic & Drain LLC	\$240.00	O
19826	07/03/2024	07/03/2024	AW	Village of Ostrander	\$103.29	O
19827	07/03/2024	07/03/2024	AW	Verizon Wireless	\$280.77	O
Total Payments:					\$131,917.33	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$131,917.33	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

\* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.



# SCIOTO TOWNSHIP FIRE DEPARTMENT

3737 OSTRANDER ROAD  
OSTRANDER, OHIO 43061

MARY MCINTIRE, FIRE CHIEF  
740-666-2121, EXT. 106

## July 3, 2024 Board Meeting

Purchase Orders – Selectus Consulting – Replacement Firewall Appliance and 39 Month Subscription, \$9,000.00. 50/50 Split Township and Fire Department. Precision Alignment – Rescue 371 – Replace all 6 – Tires. Engine 372 – Rotate Rear Dual Tires on Apparatus for tire wear, \$6,000.00.

Apparatus, Equipment or Station Repairs – Atlantic Emergency Solutions completed Annual Air Pack Testing. Silco Fire and Security – Completed the Annual Hood Fire Suppression Inspection. Approved some minor work to the Suppression Nozzles in the Hood System for proper coverage to all appliances under the hood. Investigating Code issue with the Hood System Ventilation Fan shutting down when the Fire Suppression System is tripped. May need to AC Electric for assistance of the wiring system. Atlantic Emergency Solutions – On site this week for Annual Pump Service and Testing along with a list of apparatus repairs that have been requested. Fire Hydrant Flushing – Has been suspended the last two weeks due to the dry weather and no rain.

New Equipment – Two new sets of Turnout Gear arrived.

Mike's Roofing – All materials are in. Waiting on a schedule for install date. Also, reported a Roof Leak at the Apparatus Bay and Laundry Room Door. They will look at while they are on site for the install of the gutters.

Del-Co Water Company – Fire Hydrant install was delayed due to the weather and in-house emergencies, along with Water Restrictions. Plan currently is to install 2 – Fire Hydrants within the next 2 weeks and every two to three weeks after till the project is complete. They are well aware of the timeline for the project.

Good to The Order:

Pancake Breakfast – The Fire Association will host the Pancake Breakfast this year on Saturday morning July 20<sup>th</sup> from 7:00 to 11:00.

**RESOLUTION # 07-03-2024-1**

**July 3, 2024**

**Scioto Township Board of Trustees**

**IN THE MATTER OF APPROVING A SPEED LIMIT REVISION FOR CALHOUN ROAD (TR 152) BETWEEN TOWNSHIP LINE AND OSTRANDER ROAD (CR 153) LOCATED IN SCIOTO TOWNSHIP**

Trustee Stults moved the adoption of Resolution # 07-03-2024-1

**WHEREAS**, the Delaware County Engineer is requesting the Board of Trustees to consider the adoption of a Resolution to request the Ohio Department of Transportation to lower the speed limit for Calhoun Road (TR 152) between Township Line and Ostrander Road (CR 153); and

**WHEREAS**, Calhoun Road (TR 152) between Township Line and Ostrander Road (CR 153) is currently 55 mph; and

**WHEREAS**, in order to provide a consistent speed limit to the traveling public, it has been determined that the Ohio Department of Transportation will consider a 40 mph speed limit for that portion of the roadway; and

**WHEREAS**, the Delaware County Engineer is recommending that the Board of Trustees pass a Resolution to request the Director of the Ohio Department of Transportation to determine and declare a 40 mph speed limit for that portion of Calhoun Road (TR 152) between Township Line and Ostrander Road (CR 153) located in Scioto Township.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Trustees of Scioto Township, Delaware County, Ohio:

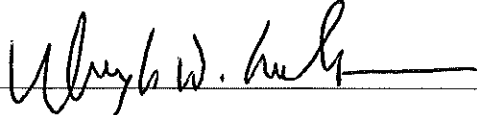
Section 1. The Board of Trustees hereby requests that the Director of the Ohio Department of Transportation determine and declare a 40 mph speed limit for Calhoun Road (TR 152) between Township Line and Ostrander Road (CR 153).


Section 2. Upon being advised that the Director of the Ohio Department of Transportation has determined and declared a revision of the speed limit on the section of the road described above, the Board of Trustees shall promptly erect standard signs properly posted and giving notice thereof,

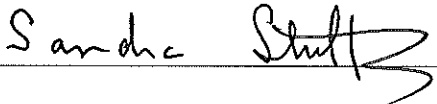
Trustee Mosley seconded the motion.

APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF JULY 2024  
BY:

BOARD OF TRUSTEES  
SCIOTO TOWNSHIP  
DELAWARE COUNTY, OHIO

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee





Lawncare and Landscaping

**Proposal #3013**

**Date: 6/26/2024**

**Customer:**

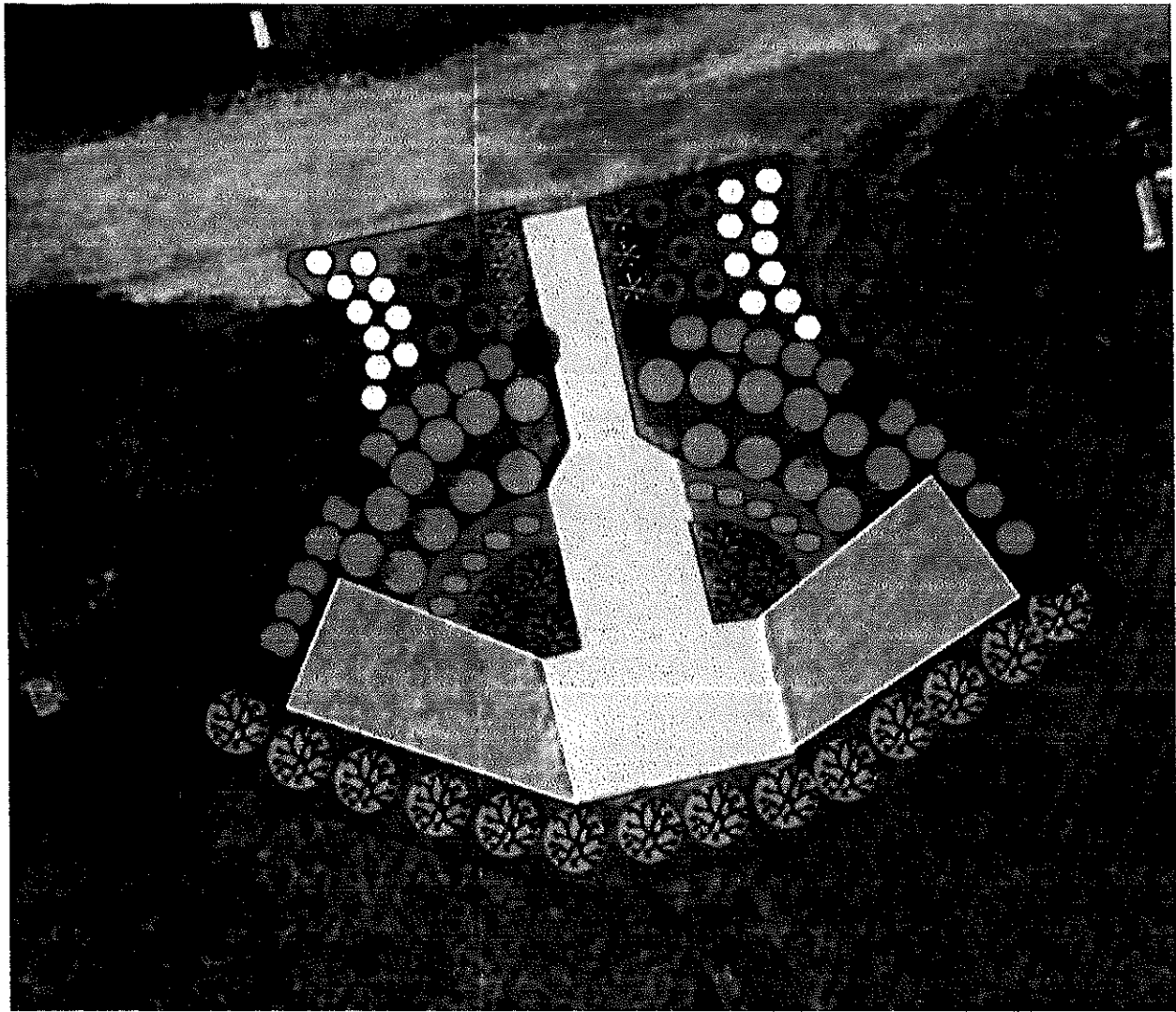
Sandra Stults  
3737 Ostrander Road  
Ostrander, OH 43061

**Property:**

Newhouse Cemetery  
1467 Ostrander Road  
Ostrander, OH 43061

**Memorial Garden Installation**

- **VIBURNUM CARLESII CAYUGA**  
- Installed  
Placed: 14 of 0
- **BUXUS GREEN GEM** - Installed  
Placed: 20 of 0
- **Pea Gravel SGC**  
0.5 CY / 0 CY
- **HYDRANGEA PAN LIMELIGHT** -  
Installed  
Placed: 6 of 0
- **BUXUS GREEN MOUNTAIN** -  
Installed  
Placed: 6 of 0
- ✱ **CALAMAGROSTIS ACU KAR**  
**FOERSTER** - Installed  
Placed: 6 of 0
- **NEPETA FAA WALKER'S LOW** -  
Installed  
Placed: 20 of 0
- **Olen Valley Flagstone**  
Placed: 10 of 0
- ✱ **CAREX GLAUCA BLUE ZINGER** -  
Installed  
Placed: 16 of 0
- **SEDUM BUNDLE OF JOY** -  
Installed  
Placed: 20 of 0
- **Purple Robe Locust** - Installed  
Placed: 2 of 0
- **LEUCANTHEMUM WHOOPS-A-**  
**DAISY** - Installed  
Placed: 10 of 0



**Enhancements**

**Site Preparation**

**\$1,211.84**

Remove sod from planting areas, remove rocks and debris. Debris hauled off site.

Install topsoil to amend soil, fine grade area.

**Planting** **\$5,408.06**

Furnish and install plantings per schedule. Stake and tie trees. Apply fertilizer to new plantings.

- (14) Viburnum Carlesii Cayuga, 3G size
- (20) Boxwood Green Gem, 3G size
- (6) Boxwood Green Mountain, 3G size
- (6) Calamagrostis Karl Foerster, 2G size
- (20) Nepeta Walkers Low, 1G size
- (16) Carex Glauca Blue Zinger, 1G size
- (10) Leucanthemum Whoops A Daisy, 1G size
- (20) Sedum Bundle of Joy, 1G size
- (2) Purple Robe Locust, 15G size

**Stepping Stone Path** **\$2,297.78**

Install pea gravel base and Olenyangy Valley Flagstone stepping stone path. Metal edging will be installed to create a separation between pea gravel and mulch beds

**Mulch** **\$739.92**

Install triple processed black mulch to a depth of approximately 2"

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<b>Subtotal:</b>	<b>\$9,657.60</b>
<b>Taxes:</b>	<b>\$0.00</b>
<b>PROJECT TOTAL:</b>	<b>\$9,657.60</b>

**Optional Services**

Initial next to the Optional Services you would like to accept.

**Tent Leg Holders** **\$516.09**

Install (4) 6" wide, 12" depth PVC pipes. Protruding slightly above grade. Will be placed to form a 12'x12' holder for tent legs.

**Terms & Conditions**

**\*\* Services will be invoiced with applicable Sales Tax\*\*****Pony Lawncare and Landscaping, LLC. Responsibility**

Pony Lawncare and Landscaping, LLC. shall recognize and perform in accordance with written terms, written specifications, and drawings only, contained herein. Pony Lawncare and Landscaping, LLC. reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state, or federal law, regulation or ordinance that goes into effect after the Agreement is signed. Pony Lawncare and Landscaping, LLC. shall designate a qualified representative with experience in the services being provided and crew level sufficient to complete. It is understood and agreed that Pony Lawncare and Landscaping, LLC. is not liable for any damage of any kind whatsoever that is not caused by the negligence of Pony Lawncare and Landscaping, LLC. agents or employees. Pony Lawncare and Landscaping, LLC. will provide General Liability, Automotive Liability, Worker's Compensation, and any other insurance required by law. Pony Lawncare and Landscaping, LLC. the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment with notification to Customer. Pony Lawncare and Landscaping, LLC. will submit monthly service invoices as set forth in the payment terms within the 1st page of this agreement. Any services rendered, that are in addition to or beyond the scope of work within this agreement shall be billed separately.

**Customer Responsibility**

Access shall be furnished to areas necessary to complete work as required by this agreement during normal business hours and other reasonable periods of time, and in the case of after hours emergencies. If access is not available Customer will be notified via email and if outside of contract work is to be performed a visit charge will be assessed. Customer shall review invoices and submit payment within 30 days of invoice date. Payments received will be applied first to any previously billed finance charges and to any previous balance then to new invoices. Finance charges will be calculated from invoice date on the overdue balance at a periodic rate of 2% per month (24% annually). Pony Lawncare and Landscaping, LLC. reserves the right to suspend service to accounts over 30 days past due. Customer shall give Pony Lawncare and Landscaping, LLC. at least seven (7) days written notice to correct any problem or defect discovered in the performance of the work required under this agreement. Prior to the commencement of the Services, Pony Lawncare and Landscaping, LLC. will provide Pony Lawncare and Landscaping, LLC. with information as to the location of property lines. If and as requested by Pony Lawncare and Landscaping, LLC., Customer will also provide Pony Lawncare and Landscaping, LLC. information about subsurface utility and service lines, including but not limited to electrical, telephone and gas lines and water and irrigation pipe-lines and conduits. Pony Lawncare and Landscaping, LLC. may rely on the accuracy and completeness of all such information and will not be liable for damages or costs resulting from any errors or omissions in that regard. Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by Pony Lawncare and Landscaping, LLC. Any necessary cleaning due to Construction or Work by Pony Lawncare and Landscaping, LLC. will be the responsibility of the Client.

**Other Terms**

Customer and Pony Lawncare and Landscaping, LLC. respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this agreement. Neither Customer or Pony Lawncare and Landscaping, LLC. shall assign or transfer any interest in this agreement without the written consent of the other. Each Party agrees to indemnify, defend, and hold harmless the other Party and the other Party's members, officers, employees, directors, representatives and agents, from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and attorneys' fees and disbursements) ("Damages") suffered, sustained, incurred or required to be paid by any such Party to be indemnified due to, based upon, arising out of, in connection with, or otherwise in respect of: (a) any acts or omissions by the other Party, its employees, agents, representatives, guests, and invitees; (b) failure by the other Party to perform its obligations under this Agreement; or (c) enforcement of this Section 4. This Section 4 will survive the termination of this Agreement. If Customer becomes insolvent, is adjudged bankrupt or defaults in any payment, Pony Lawncare and Landscaping, LLC. may give notice of such default to Customer and if such default remains uncorrected for a period of five (5) days thereafter, Pony Lawncare and Landscaping, LLC. without further notice to Customer may stop performance of the Services or terminate this Agreement without further obligation or liability to Customer. Customer will have the sole responsibility to monitor and manage the safety and condition of Customer's premises and Pony Lawncare and Landscaping, LLC. will be entitled to be paid for the value of all Services performed to the date of the termination. Pony Lawncare and Landscaping, LLC. will have the right to access the site for the purposes of taking photographs in relation to the Services both before and after completion of the Services and will have and retain all copyright in such photographs which may be used by Pony Lawncare and Landscaping, LLC. at its sole discretion in reference and promotional materials, portfolios and/or publications. Any amendment and supplement to this Agreement will be effective only after a written agreement is signed by the Parties. The amendment and supplement duly executed by both Parties will be part of this Agreement and will have the same legal effect as this Agreement. This Agreement will be construed in accordance with and governed by the laws of the State of Ohio. This Agreement will be binding upon and inure to the benefit of the Parties, their heirs, legal representatives, successors, and assigns; provided that, Customer may not assign this Agreement, or any of its rights, interests, or obligations hereunder, without the prior written consent of Pony Lawncare and Landscaping, LLC. This Agreement and the Pricing Sheets, and any exhibits attached hereto or thereto set forth the entire agreement and understanding between the Parties as to the subject matter hereof and merge and supersede all prior discussions, agreements, and understandings of any and every nature between them as to the subject matter hereof. Any failure of a Party to comply with any obligation, covenant, agreement or condition herein may be waived, but no such waiver will be effective unless such waiver is in writing and is signed by the Party against whom the waiver is to be effective. Such waiver will not operate or be construed as a waiver of any other or subsequent breach of such or any other provision. The Parties agree that any conflict as between the provisions set forth in this Agreement and any provisions set forth in the Pricing Sheets or any other document incorporated into this Agreement, the provisions of this Agreement will prevail.

**Termination**

This agreement may be terminated by either party with cause, upon thirty (30) days written notice to the other party. Any contract terms that contained discounts will be forfeited upon cancellation. A reconciliation of the account will be performed, that will charge the account for all services provided through the final service date and any resources or materials previously procured in execution of contract execution. Credits will be applied for any payments previously received. The final invoice is due upon receipt.

**Softscape Warranty**

Pony further warrants that all trees and shrubs installed by Pony, which are part of the work will live for a period of one year from the date of installation, provided the Customer properly waters and cares for the plant, and are not subject to physical casualty, whether it be an intentional or unintentional destruction. Pony does not warrant any bushes, trees or shrubs previously installed but transplanted within the scope of the Project at Customer's request. Pony does not warrant perennials, annuals, bulbs, ground-cover, lawn seed or sod, or plant materials in raised planters/pots installed by Pony within the scope of the Project. Pony does warrant perennials, bare-root stock, and grass for a period of 30 days. Pond plants, annuals, bulbs, seeds, and sod will not be warranted by Pony unless specified otherwise in writing. Pony will be responsible for one time only replacement of any material installed by Pony. Plant replacements will only be made during the plant replacement planting periods: (Spring) March 15-Jun 15 and (Fall) Sept 15-Nov 15. Plant replacements will incur a delivery fee and hourly rate of \$60 per man hour for the replacement of warranted plants. Replacement plants are not guaranteed.

**Turf/Grass Clarifications**

1. Dirt Prep/ Fine Grading: Areas to be seeded are to be received within one (1") inch of final grade (rough grade to be provided by others unless otherwise agreed upon in writing). Compaction will be relieved by ripping the soil in two directions. Rock & debris removal to include removal of debris and rocks two (2") inches or larger from the surface of the soil. Soil will then be smooth graded to accept seed. Pony is unable to remove rocks or debris below the surface level of the prepared soil. Once initial seeding has taken place, any additional rock or debris removal will be subject to additional charges.
2. Grass Seed Application: A 80% Turf Type Fescue, 15% Perennial Ryegrass, and 5% Kentucky Bluegrass seed mixture will be installed at a minimum rate of 350 lbs. per

acre unless otherwise specified in project specifications referenced above. Seed will be pressed into the top 1/4" of soil. Watering of seed areas is the responsibility of the client unless otherwise specified.

- 3. Starter Fertilizer Application: A 14-28-10 slow release fertilizer be installed at time of seed application. Fertilizer to be applied at a rate of 300 lbs. per acre unless otherwise specified in project specifications referenced above.
- 4. Sod Installation: Areas to be sodded are to be received within one inch of final grade (rough grade to be provided by others unless otherwise agreed upon in writing). Finish grade to consist of smoothing final grade and removing debris and stone larger than one inch (1") in diameter from the surface of the soil. All edges along hardscape surfaces will be edged to accommodate sod. Watering of sod after installation is the responsibility of the client. Sod is a non warranty product and the responsibility of the client once installation is complete.
- 5. Hydro Mulch: Pony specifies using Mat Inc. Wood/Paper Blend Fiber With Tackifier, free from plastic netting, and upon application forms an intimate bond with the soil surface to create a porous and absorbent layer that enhances germination and plant growth. Recommended applications include- mild slopes (<3H:1V). Specified application rate of 2000 lbs. per acre.
- 6. Straw Mulch: Pony to use straw bales free from foreign materials to cover seeded areas. Straw will be pressed into soil as applicable to prevent movement.

By \_\_\_\_\_  
**Logan Boone**  
 Date 6/26/2024  
**Pony Lawncare and Landscaping**

By \_\_\_\_\_  
 Date \_\_\_\_\_  
**Newhouse Cemetery**



5/20/2024  
Estimate #5381  
1467 Ostrander Rd  
Ostrander, OH 43061

Kathy,

Below is your estimate! We've made the process as user-friendly as possible.

**Step One: Review the Contract / Estimate**

**Step Two: Accept And Sign  
The Contract and Estimate**

It remains our goal to provide the very best service in the Central Ohio / Cincinnati area. Please read through the following contract documents and initial where needed and sign contract and estimate at your convenience. If you have any questions about our contract, estimate, or need to get in contact with us, please feel free to email us at [info@propertyworxohio.com](mailto:info@propertyworxohio.com) or call at 740-417-4826! This estimate is valid until 6/9/2024.

Thank you for the opportunity to quote this for you!

Property Worx LLC  
740-417-4826  
[www.propertyworxohio.com](http://www.propertyworxohio.com)

**Client Emergency Contact Information**  
Newhouse Cemetery Client Name  
Mobile Phone

**Construction Contract**

This Construction Contract ("Contract") is entered into this 5/20/2024, by and between

Newhouse Cemetery  
the "Client"

and

Property Worx, LLC  
an Ohio limited liability company with a principal business address of 4495 Marysville Road, Delaware, OH 43015  
hereinafter referred to as the "Contractor."

For the consideration hereafter set forth, the Client and Contractor agree as follows:

1. Incorporated Documents: Documents made part of this Contract and are hereby incorporated herein as part of this Contract are:

- a. Exhibit A - Scope of Work
- b. Exhibit B - Project Description and Estimate
- c. Exhibit C - Contractor's W-9 complete with Contractor's tax identification number (TIN)
- d. Exhibit D - Contractor's Certificate of Insurance

Client hereby acknowledges receipt of each and all documents as set forth in this Section 1.

(Client Initial)

2. Services and Estimated Costs: Pursuant to the terms of this Contract, Contractor agrees to provide and Client agrees to accept, the Services for the Project as defined and set forth in the Scope of Work and Estimate, attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively, for Client's property located at 1467 Ostrander Rd (the "Property"). The costs associated with the Project and Services is set forth in the attached Scope of Work.

3. Commencement, Completion, and Acceptance: Provided all selections are made in a timely fashion, all necessary materials are available, a building permit can be obtained, and the Client has complied in full with the terms of this Contract, the estimated start date will be on or before . The estimated completion date is on or before ("Estimated Completion Date"). Client acknowledges that this Estimated Completion Date is an estimate only and that Contractor shall not be responsible for delays caused by factors unknown or undisclosed to Contractor and any factors listed in Section 20 of this Contract. Contractor shall comply with all requirements of such permits. Contractor shall not be responsible for obtaining any variances should such variances be required to obtain a building permit.

4. Extra Work: During the progress of construction, Client may order extra work. Such extra work shall be specified in a written change order signed by the

Client and Contractor and shall be paid for at the time the change order is completed, unless otherwise agreed to by the parties. Situations may present the need for extra work which is not included as part of the Estimate. In the event extra work is necessary, as solely determined by Contractor, Contractor will ask for a signed change order to complete such work which was not included in the estimate. Extra work, whether foreseen or unforeseen, requested by Client or deemed necessary by Contractor may include additional fees, costs and expenses, which will be provided to Client on the change order and which shall be approved by Client prior to the commencement of the extra work. Your rights as they relate to extra work and excess costs is more specifically set forth in the attached Scope of Work.

5. Insect and Moisture Damage: Contractor shall not be obligated to perform any work to correct damage caused by termites or other insects, moisture, mold, dry rot or decay and any work to be performed to correct such damage shall be covered by a change order. If any pretreatment for termites or other insects is required, it will be at Client's expense.

6. Matching Materials and Substitution of Materials: Contractor calls attention to the Client to the limitations of matching building materials, including but not limited to, plaster, drywall, stucco, concrete, masonry, siding, and roofing materials. While the Contractor shall make every effort to match new and existing materials, texture, colors, stains, finishes, and planes, exact duplication is not guaranteed. Contractor shall have the right to substitute materials of similar quality, pattern, and design if unable to obtain the exact matching materials.

7. Electrical Service: Unless specifically included, electrical work contemplates no change to existing service panels other than the addition of circuit breakers or fuse blocks to distribute electric current to new outlets. Costs incurred in changing point of service, main switch, or meter that may be required by an inspector or serving utility shall be paid to the Contractor by the Client the same as any other extra work. Changes to existing wiring in areas undisturbed by alterations are not included.

8. Subsoil Conditions: Contractor does not assume any risk to subsoil conditions of the property and if any subsoil conditions which affect the work to be performed are encountered, they will be facilitated at the Client's time and expense pursuant to a change order. If any testing or an engineered footing is required, it will be at Client's expense.

9. Property Lines: The Client is solely responsible for the location of all lot lines and shall, if requested, identify all corner posts of the Client's lot for the Contractor. If any doubt exists as to the location of lot lines, the Client shall, at their own cost, order and pay for a survey to determine the lot lines. If the Client wrongly identifies the location of the lot lines of the property, any changes required by the Contractor shall be at the Client's expense. This cost shall be paid by Client to Contractor prior to continuation of work.

10. Conduits, Pipes, and Ducts: Unless specifically indicated, the agreed upon price for the Services does not include re-routing of vents, pipes, ducts, or wiring conduits that may be discovered in removal of walls or cutting of openings in walls, floors, or ceilings.

11. Access to Work: Client shall grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and rubbish. Client shall also provide utility services required by the Contractor at Client's cost. Client agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractors and workmen shall not be expected to keep gates closed for animals and children. Contractor shall adequately protect the property and adjacent property subject to this Contract but shall not be held responsible for damage to driveways, walkways, sidewalks, lawns, trees, and shrubs by movement of trucks unless due to the Contractor's gross negligence.

12. Requirements of Public Bodies: Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility, or inspector shall constitute a change order for extra work and shall be paid for the same as any other extra work.

13. Materials Removed; Rubbish: All materials removed from the property in the course of performing the Services shall be disposed of by Contractor except for Hazardous Materials as described in paragraph 29 and those items designated by Client prior to commencement or during construction. Contractor shall remove all construction rubbish upon termination of work and shall leave the property neat and in broom-swept clean condition.

#### 14. Insurance:

- a. Prior to commencement of construction, Client shall have Contractor listed as loss-payee on Client's hazard insurance policy by means of endorsement or shall purchase a separate policy to protect Contractor's interest. In the event Client fails to do so, Contractor may procure such insurance and Client agrees to reimburse Contractor for the cost thereof. Contractor may waive this requirement in its sole discretion. Hereby waived

(Contractor Initial)

- b. Contractor does and shall carry through the duration of the Project, at its own expense, general liability, worker's compensation and public liability insurance. A copy of the Contractor's certificate of insurance showing general liability coverage is attached hereto as Exhibit E.

15. Toilet Facilities: Client agrees to make toilet facilities available to all workmen or compensate Contractor for the cost of rented units.

16. Permits and Restrictions: Client shall obtain and pay for all permits required by government bodies unless otherwise specified. Contractor shall comply with all requirements of such permits. Client shall secure and pay for approval of Fine Arts groups, or any group, or groups, or organizations, society or association wherever such approval is required by covenant. Client shall secure and pay for easements or other necessary property interest for permanent structures or permanent changes in existing facilities. Client further covenants that there are no restrictions, easements of covenants restricting or requiring consent to the work to be performed. Contractor shall not be responsible for obtaining any variances should such variances be required to obtain a building permit.

#### 17. Cancellation of Contract:

- a. Client Termination Prior to Estimated Start Date: Client understands, acknowledges and agrees that upon payment of the Deposit (as defined in the Scope of Work attached hereto and incorporated herein as Exhibit A), Contractor designates resources and personnel to the Project. Further, Client understands, acknowledges, and agrees that upon payment of the Deposit, Contractor begins to incur expenses associated with the Project including, but not limited to, permits, materials, subcontractors and employees. Due to the time, resources and financial commitment Contractor makes upon receipt of the Deposit from Client, Client understands, acknowledges and agrees that in the event Client cancels the Contract thereafter Contractor's receipt of the Deposit but prior to the Estimated Start Date, Contractor is entitled to retain from the Deposit the total amount of costs incurred by Contractor including, employee wages and wages for personnel (including subcontractors) designated for the Project and therefore not designated to other Projects for the times such employees and personnel were and are performing the Services for the Project; permits and materials. Any amounts of the Deposit remaining thereafter shall be refunded to Client.
- b. Client Termination for Convenience: Client understands, acknowledges and agrees that in the event Client cancels the Contract for convenience and such cancellation for convenience occurs thereafter Contractor's receipt of the Deposit and prior to the Estimated Start Date, Contractor shall be entitled to retain the entire deposit, which shall serve as liquidated damages for Contractor's lost business opportunities and profits due to Contractor's commitment to the Project. Notwithstanding the foregoing, in the event Contractor is able to obtain a new project of the same or similar size, scope and price as the Project subject to this Contract with an estimated start date that is within ten (10) calendar days of the Estimated Start Date herein, Contractor shall refund the Deposit less the costs as set forth in subsection (a) of this Section 17.
- c. Contractor Termination: Contractor may cancel this Contract because of material shortages or errors in computing the contract sum within ten (10) days of Client's acceptance hereof provided that no work has commenced on the Project. Any and all amounts paid to Contractor up to the date of cancellation pursuant to this Section 17(c) shall be refunded to Client.

18. Underground Pipes: Contractor shall not be held responsible for damage to, or removal of pipes, sprinkler lines, water or sewage disposal systems or conduits in areas of excavating, grading, paving, and/or construction.

19. Damage to Property: Contractor shall not be held responsible for damage caused by Client or Client's employees, Act of God, soil slippage, earthquake, fire, riot, or civil commotion or acts of public enemy.

20. Extra Time: Contractor agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of Client to sign off on the selections in a timely fashion, acts of neglect or omissions of Client or Client's employees or Client's agent, acts of God, stormy or inclement weather, strikes, lockouts, boycotts or other labor union activities, extra work requested by Client, acts of public enemy, riots or civil commotion, inability to secure materials through regular recognized channels, imposition of government priority or allocation of materials, failure of Client to make payments when due, or delays caused by inspections, or changes ordered by inspectors of governmental bodies concerned.

21. Licensing: Contractor informs Client that they are licensed under the laws and statutes of the State of Ohio.

22. Liens and Assessments: Unless specifically included in this Contract, Contractor shall not be held responsible for any bonds, liens, or assessments on existing real estate, nor sewer or utility assessments not yet a lien on said Client's property.

23. Protection of Client's Property: Client agrees to remove or protect any personal property, inside and out, including shrubs and flowers which cannot be protected adequately by Contractor and Contractor shall not be held responsible for damage to or loss of said items.

24. Work Stoppage: Should the work be stopped by public authority for a period of (30) thirty days or more, through no fault of the Contractor, or should the work be stopped through the act of the Client for a period of (15) fifteen days, or should the Client fail to pay the Contractor any payment within (15) fifteen days after it is due, then the Contractor, upon (7) seven days written notice to the Client, may stop work or terminate the contract and recover from the Client payment for all work executed and any loss sustained and reasonable profit and damages (not less than 20% of contract sum).

25. Marketing: The Contractor is authorized to display a yard sign on the property until completion of work. The Contractor is authorized to photograph and video the work, and to publish, promote, and otherwise disseminate (including but not limited to, newspapers, magazines, social media, Contractor's website, Contractor's email campaigns, and the Internet). The Contractor will not use the name of the Client nor the address of the Client's property unless given permission.

26. Warranty: Contractor represents and warrants that all work shall conform to the requirements of the Contract. Provided the Client has complied with all terms and conditions of this Contract and is not in default of the same, the Contractor further warrants that any defects due to faulty materials or workmanship which the Client gives written notice to Contractor within a period of (1) one year from the earlier of the date of 95% completion of the work or Client's occupancy of the property, shall be corrected by the Contractor within a reasonable period of time at the Contractor's expense. In the event of any dispute as to whether or not any defect is acceptable workmanship under this Contract, then the standards set forth in the most recent version of the Residential Construction Performance Guidelines for Professional Builders & Remodelers published by the National Association of Home Builders Remodelers Council shall govern and shall be admissible in any proceeding involving this Contract.

27. Work by Others: Notwithstanding the foregoing, Contractor does not provide any warranty and shall not be responsible for work performed by contractors or individuals not contracted by or employed by Contractor or any subcontractors contracted or employed by Contractor.

28. Default: Client understands, acknowledges and agrees that upon signing this Contract, Client is and shall be bound to the terms herein. In the event of a breach of this Contract by Client, Contractor shall be entitled to full compensation for work performed, loss of profits, and in the event of a legal dispute, all costs and reasonable attorney's fees. In no event shall Contractor's recovery be less than 20% of the contract sum.

29. Hazardous Materials Disclaimer and Indemnification: Unless herein specifically provided for, the Contractor shall not be responsible for removal and disposal of any "Hazardous Materials" as defined by any Federal, State or Local law, regulation, or ordinance, including without limitation, lead based paint, mold, asbestos and asbestos containing material, and if such Hazardous Materials are encountered in the course of the Contractor's work, then Client shall pay any and all additional costs to remove and/or dispose of such Hazardous Materials in accordance with such Federal, State, and Local laws, regulations, and ordinances. CLIENT HEREBY WAIVES AND RELEASES CONTRACTOR FROM ANY AND ALL LIABILITY FOR ANY DAMAGES, BOTH TO PERSON AND PROPERTY, SUFFERED BY CLIENT AS A RESULT OF CONTRACTOR'S REMOVAL OF HAZARDOUS MATERIALS INCLUDING LEAD BASED PAINT. CLIENT AGREES TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR FROM AND AGAINST ANY AND ALL CLAIMS AND DAMAGES INCURRED OR SUFFERED BY ANY THIRD PARTY OR ANY THIRD PARTY'S PROPERTY, ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S REMOVAL OF HAZARDOUS MATERIALS, NOT TO INCLUDE ANY CLAIMS OR DAMAGES ATTRIBUTED TO THE GROSS NEGLIGENCE OF CONTRACTOR.

30. Assignment: Client shall not assign any of its rights or delegate any of their obligations under this Contract. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of their obligations under this Contract unless otherwise agreed to in writing by Contractor.

31. Governing Law; Venue: All matters arising out of or relating to this Contract are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to this Contract shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Columbus and County of Franklin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

32. Severability: If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, and intending to be legally bound, Client and Contractor have caused this Contract to be executed as of the date(s) set forth below.

\_\_\_\_\_  
Signature  
  
DAVID LUDOLPH - MEMBER  
Print Name & Title

\_\_\_\_\_  
Signature  
  
Newhouse Cemetery  
Print Name  
  
5/20/2024  
Date

**Exhibit A - Scope of Work**

- a. Services: The Contractor agrees to furnish all necessary supervision; to order all materials, tools, equipment, supplies; and to employ all subcontractors necessary to complete the improvements for the Project (the "Services") for the property located at: 1467 Ostrander Rd (the "Property").
- b. Project: The Project for the Property is as substantially defined in the Estimate (the "Project"). Notwithstanding, the Project and the fees and costs associated therewith may require modification due to unforeseen circumstances which arise through Contractor's rendering of the Services for the Project. In the event a modification to the Project is necessary in order to substantially complete the Project, Contractor shall furnish an estimate reflecting such modifications (a "Modified Project Estimate"), which must be agreed to in writing prior to Contractor's obligation and responsibility to perform any work on the Project as set forth in the Modified Project Estimate.
- c. Project Cost; Payment Schedule: Client agrees to pay to Contractor the sum of {USD} ("Project Cost") for Contractor's Services and the completion of the Project. The Project Cost is subject to the following payment schedule:
  - i. Due at contract signing for schedule reservation (the "Deposit") (10% of agreed Project Cost)
  - ii. Due at material ordering (40% of agreed Project Cost)
  - iii. Payment #3 - Payment #"X" Due weekly for labor hours (\$85 per man hour) performed of the Project
  - iv. [finalpayment] Due at punchout walkthrough (not to exceed 5% of agreed Project Cost)
- d. Project Completion is defined as the final day which Contractor or any subcontractors of Contractor or personnel employed by Contractor depart the Property. Contractor shall provide Client with written notice of Project Completion.
- e. Client's failure to make prompt payments may result in finance charge(s) if payments are not promptly made. Payments shall be subject to a fifteen dollar re-invoicing fee plus an additional five percent to the balance due. This five percent penalty will be added to your total invoice(s) balance.
- f. Excess Costs: IF AT ANY TIME THE EXTRA COSTS ABOVE THE COST SPECIFIED OR ESTIMATED IN THE CONTRACT, SCOPE OF WORK, AND/OR ESTIMATE,



THAT WERE REASONABLY UNFORESEEN, BUT NECESSARY, AND THE TOTAL OF ALL EXTRA COSTS TO DATE EXCEEDS FIVE THOUSAND DOLLARS (\$5,000.00) OVER THE COURSE OF THE ENTIRE PROJECT, YOU HAVE A RIGHT TO AN ESTIMATE OF THOSE EXCESS COSTS BEFORE CONTRACTOR BEGINS WORK RELATED TO THOSE COSTS. INITIAL YOUR CHOICE OF THE TYPE OF ESTIMATE YOU REQUIRE: (client initial one)

(oral estimate)

(written estimate)

**Exhibit B - Project Description and Estimate**

Service Name	Estimate Description	Amount
4000 Grounds Maintenance	<p>Garden This estimate includes:</p> <ul style="list-style-type: none"> <li>• Dig out area for new flower beds on each side of the sidewalk.</li> <li>• Installing 2 flower beds, one on each side of the sidewalk. Both beds in the size of 10x30.</li> <li>• 7 Green Velvet Boxwoods in each flower bed</li> <li>• 3 Birds nest spruce in each flower bed</li> <li>• 9 tequila sunrise coreopsis in each flower bed</li> <li>• 8 purple cone Flowers in each flower bed</li> <li>• 18 Blue liriopie in each flower bed</li> <li>• 5 Miscanthis Little Kitten Grass in each flower bed</li> <li>• 7 Oberfelds superior steps in the color Scioto bland in each flower bed</li> <li>• 5 blue fescues in each flower bed</li> <li>• 3 red knock out roses in each flower bed</li> <li>• Install 6 yards of topsoil in each flower beds</li> <li>• Install 2 yards of triple processed black mulch in each flower beds</li> </ul> <p>The new flower beds will be painted out and approved by customer before demolition starts.</p>	0.00
2100 Bed Installation	Installation of 2 8x30 flower beds on each side of sidewalk.	1200.00
2500 Planting	Installation of 12 yards of Topsoil overall, 6 yards of mulch overall and agreed upon flowers	8500.04
<b>Subtotal</b>		<b>\$9,700.04</b>
<b>Discounts</b>		<b>\$0.00</b>
<b>Total</b>		<b>\$9,700.04</b>

**Other Terms and Conditions and Warranties**

**Warranties**

PWX hereby assigns to Client any and all warranties for the products purchased by PWX on behalf of the Client. Client understands that in the event of any claim concerning factory or manufacturer warranties that the Client must prosecute such claim against the manufacturer and not against PWX. Under all circumstances, such warranties do not apply to the product beyond any date or time frame specified in such warranty, if any.

In the event that work is required that falls outside the parameter of the warranties, the additional work will be discussed with the Client for approval and will be billed at time and material rates.

All warranties shall be void unless all of Property Worx's invoices are paid in full when due.

**Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform PWX of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify PWX may lead to additional costs to the Client (at PWX's discretion) and schedule time not included in the Quotation, and may require changes in design and construction to overcome such problems - all for which the Client will be responsible. Client can avoid such risks by permitting PWX to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation.

**Customer Responsibilities:** prior to Work starting mark sprinkler heads, landscape lighting, invisible pet fences and/or non utility wiring, private gas/water lines.

**Damaged Utilities:** Ohio Utility Protection Service (OUPS) will be notified to mark major utilities (gas, electric) and minor utilities (phone, cable). Should damage occur to utilities during construction that have not been marked properly by OUPS, every attempt to remedy will be through OUPS as soon as possible. PWX is not liable in any way for emergency services required for temporary or permanent repairs to utilities. PWX is not liable in any way for inconvenience to the Client caused by damage to the utilities.

**Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.**

**Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by PWX. Any necessary cleaning due to Construction or Work by PWX will be the responsibility of the Client.

**Softscape + Plant Warranty**

Clients who have regular maintenance (mowing and bed maintenance) will receive an extended warranty on planted plants by PWX for as long as PWX maintains the client's maintenance service(s) for the property in which the plants were planted. This supersedes any restrictions on warranty listed below.

**Trees and Shrubs:** All trees and shrubs are warranted for one year from the date of installation, provided that PWX is in agreement that the plants are sufficiently hardy and appropriate for the soil, climate, and weather conditions associated with the site, and that they are properly maintained in keeping with standards for assuring the longevity of such plants. Guarantee excludes replacement of plants because of injury by storm, natural drought, drowning, hail, freeze, acts of nature, wildlife, and intentional or unintentional destruction.

- **Plant Seasonality:** Various plants, bushes, shrubs, and trees have ideal times for planting. Planting out of season at the request of Clients will void any warranty for those plants. PWX will point out in writing to the Client any requested planting that will void the warranty on those plants so affected by out of season planting. The Client reserves the right to request that plants that cannot be planted without voiding the warranty be exchanged or planted in the next plantable season without any additional costs being borne by the Client.
- **Plant Availability:** In some instances, some plants, shrubs, bushes, and trees may not be readily available to procure in time for the required planting period associated with the Contract. In that event, PWX will work closely with the Client to provide a approved substitution(s) - subject to availability. The Client will always reserve the right to request plants and related materials that are not locally available, if costs of procurement of those plants/material exceed project costs an additional change order will be issued.
- **Plant Diseases:** Should the Client recognize ill health in the plants, shrubs, bushes, or trees that have been supplied under the Contract, it is the Client's responsibility to immediately inform PWX. PWX will determine the nature and source of the illness. If it is deemed that the plant was infected prior to installation, PWX reserves the right to first using herbicides, fertilizers, and insecticides to return the plants to good health. Should efforts to restore the plant's health fail, the Client is entitled to a one-time replacement. Due to plant availability, the Client assumes the risk and liability of rare specimens. However, PWX reserves the right to remove all or a portion of the warranty depending upon the nature of the source of the plant infections and the approved policies of PWX. In all cases, PWX shall work with the Client to minimize damage to the existing Contract related plants.
- **Plant Replacement:** PWX is entitled to up to one(1) year to source, match and replace dead or ill plants (due to scarcity). Plant Replacement will include a one-time plant for plant replacement; however, labor for such replacement is an additional cost billable to the Client. Should the plant be a matching pair or series, and it is not possible to replace, PWX agrees to replace all plants in the series or pair at PWX's cost.

**NO WARRANTY - Perennials, annuals, bulbs, groundcover, lawn seeding or sod, "Delicate" Plants, such as rhododendrons and plants that are not typically suitable for the Client's plant zone, may come with no warranty, due to the risk involved. Winter Protection:** All evergreens, broadleaf evergreens and delicate plants must be burlapped in their first season to validate warranty. PWX provides this service at an additional cost.

**Weeds:** PWX shall use its efforts to minimize any weeds, however, PWX shall not be required to inspect or otherwise ensure that there is no weed or other unwanted plant matter upon the Client's property in any soil or root balls/planting container of plant materials, nor shall it provide warranty for the removal of existing weeds.

**Horticultural Care Package:** The Horticultural Care Package provided by PWX is a guide for the care and maintenance of all planting provided. Failure to comply with the guidelines set out therein shall void any warranty or guarantee provided by PWX whether express or implied.

**Transplanted plant material:** PWX does not warranty plant material that has been transplanted on site. Replacement plant material is not guaranteed to survive.

**Required Maintenance:** PWX will provide technical specification sheets on all materials and horticulture constructed, erected, implemented or planted on the site as part of the Contract. Failure to follow the recommendations with equal, equivalent or superior maintenance efforts, tools and resources will void any PWX warranty on items so affected. Where PWX recognizes that the Client lacks sufficient resources (water pressure, power outlets, and related) to enable the full maintenance and enjoyment of the materials, construction(s) and/or horticultural elements associated with this Contract, PWX will also inform the Client and recommend possible solutions. However, PWX is not obliged to be wary of such needs or to account for them in this Contract in terms of design, construction or costs, and the Client fully accepts responsibility for obtaining such knowledge and acting accordingly.

**Water Supply:** Where water supply becomes an issue and negatively detracts from ponds, waterfalls, and other water features, the Client recognizes and agrees that such problems are the sole responsibility of the Client.

#### **Hardscape Warranty and Tolerances**

**1 Year Warranty:** PWX warrants all design/build construction and installation for a period of one (1) year unless otherwise noted or specified, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees.

**NO WARRANTY:** PWX does not warrant, sand swept paver joints, polymeric sand joints, mortar joints, damaged caused by ice melting products and damage caused by trades outside of PWX's approved contract.

**Warranty Work:** Hardscape warranties will be addressed in the order in which they are received and accordingly to the availability of production schedule, weather and/or product(s).

**Wood:** Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.

**Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. Natural stone may chip, crack, split, flake and/or otherwise distress over time from natural causes. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.

**Metal:** Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.

**Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack, chip, split, flake and/or distress substantially over time for any cause. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over 30 square feet. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).

**Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of PWX. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations - void all warranties provided by PWX.

**Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. PWX will notify in writing to the Client any material that the Client has selected that would negatively impact the warranty of PWX - prior to purchasing and/or installing such materials.

**Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. PWX shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

**Efflorescence:** Efflorescence is a naturally occurring process in all concrete products that sometimes appears in the form of a white powdery film on the pavement surface. It does not, in any way, compromise the functionality or the structural integrity of the product. Although efflorescence cannot be prevented, it will wash off over time or can be cleaned with an efflorescence cleaner. PWX accepts no responsibility or liability for this condition. This warranty shall be void and will not apply to any materials which were originally installed by PWX, then subsequently repaired, adjusted, or modified by an individual or entity other than PWX or its authorized representative.

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- **All Utilities:** Gas/Plumbing/Electrical Work is to be done by a certified provider only and is always additional to the Contract.

- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, PWX reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Trenching, conduit, lines and connections for dog fences, electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges
- Lawn repair and dirt hauling
- Irrigation / Lighting Repairs
- If permits are required, all additional costs/fees are the customer's responsibility and are due prior to the start of the job. Also, all required inspections completed by PWX will be an additional \$385 each.

Exhibit C - Contractor's W-9 complete with Contractor's tax identification number (TIN)

Form **W-9**  
 (Rev. October 2018)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

---

**1 Name (as shown on your income tax return. Name is required on this line. Do not leave this line blank.)**  
 Property Works, LLC

**2 Business name/disregarded entity name, if different from above**

**3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.**

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=Corporation, S=S Corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

**4 Exemptions (check only to certain entities, not individuals; see instructions on page 3).**

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained within the U.S.)

**5 Address (number, street, and apt. or suite no.) See instructions.**  
 4495 Marysville Road

**6 City, state, and ZIP code**  
 Delaware, OH 43015

**7 List account number(s) here (optional)**

Requester's name and address (optional)

---

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requestor* for guidance on whose number to enter.

Social security number								
OR								
Employer identification number								
8	1	-	4	5	2	9	6	13

---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**      Signature of U.S. person ▶ *Wesley K. Kuncavage*      Date ▶ *01/10/22*

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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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Cat. No. 10231X Form W-9 (rev. 10-2018)

Exhibit D - Contractor's Certificate of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/0/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Haughn & Associates, Inc. 6050 Tain Drive Dublin OH 43017	<b>CONTACT</b> NAME: _____ PHONE: _____ FAX: _____ No. Em: 614-780-8800 TOL: No: 814-780-8822 ADDRESS: info@haughn.com
<b>INSURED</b> Property Work, LLC 4495 Marysville Rd Delaware OH 43015	<b>INSURER(S) AFFORDING COVERAGE</b> NAICS: INSURER A: The Cincinnati Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

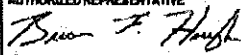
COVERAGES      CERTIFICATE NUMBER: 1398240513      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PLR	LTN	TYPE OF INSURANCE	ADOL	USBR	RESN	SEDR	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y			ENP 0070171	3/18/2023	3/18/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 OTHER \$
		GEN'L AGGREGATE LIMIT APPLIES PER:								
		POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/>								
		OTHER:								
A		AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y			ENP 0070171	3/18/2023	3/18/2024	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$
A	X	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>					ENP 0070171	3/18/2023	3/18/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 OTHER \$
A		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in OH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				ENP 0070171	3/18/2023	3/18/2024	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> OH/O STOP GAP \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER      CANCELLATION

For Information	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Raileys Lawn Care & Snow Removal

22777 Benton rd  
marysville, OH 43040 US  
+1 9372439488  
zak@raileyslawncares.com  
<https://raileyslawncares.com>



## Estimate

ADDRESS  
Sandra Stults  
3737 Ostrander rd  
Ostrander, OH 43061 USA

SHIP TO  
Sandra Stults  
3737 Ostrander rd  
Ostrander, OH 43061 USA

ESTIMATE 1146  
DATE 06/25/2024

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Scattering Garden</b> Making a new scattering garden on both sides of the sidewalk. New topsoil will be brought in to make it the proper height according to the sidewalk, 8 yards needed. Black mulch will be used, 3 yards needed. Flagstone steppers through both sides in a arch formation so that people can walk through the garden. Plants that will be planted are 10 Albo Marginata hosta 10 Big time blue lavender 8 Cats meow catmint 6 Autumn joy sedum All are low maintenance plants that will be good in full sun	1	2,672.86	2,672.86T

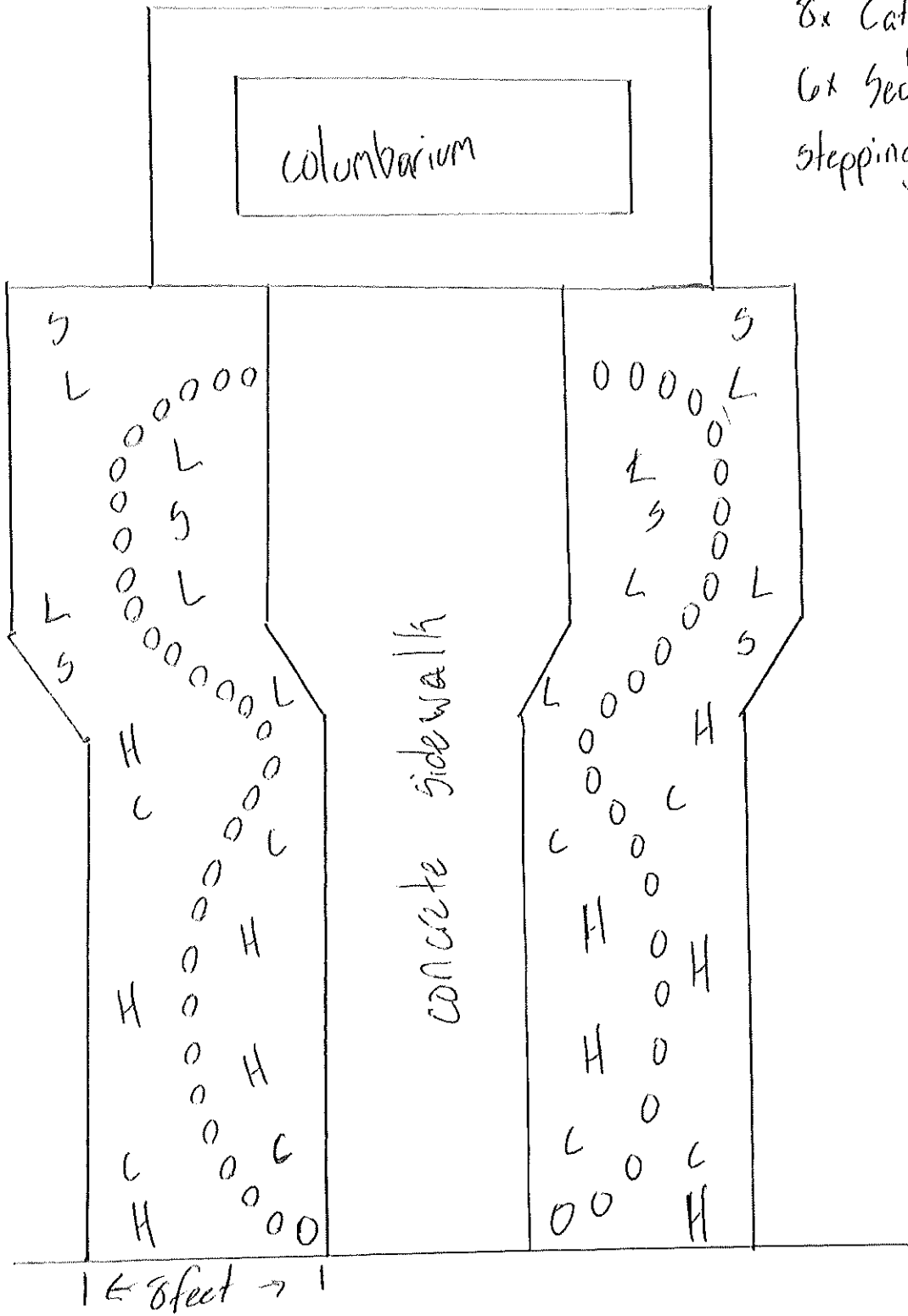
Contact Raileys Lawn Care & Snow Removal LLC to pay.

SUBTOTAL	2,672.86
TAX	187.10
<b>TOTAL</b>	<b>\$2,859.96</b>

Accepted By

Accepted Date

10x Hosta = H  
 10x Lavender = L  
 8x Catmint = C  
 6x Sedum = S  
 stepping stones = O



driveway

*Summer*  
**CLINIC TOUR**



*featuring our*  
**Walk-in Mobile Clinic**

**TUESDAY JUNE 25, 2024**  
**10AM-12PM**

Concord Township Park  
6385 Home Road, Delaware

**TUESDAY JULY 2, 2024**  
**9AM-12PM**

Sunbury Town Square  
Corner of Columbus St. & Granville St.

**TUESDAY JULY 9, 2024**  
**10AM-1PM**

Delaware County District Library  
Liberty Branch  
7468 Steitz Road, Powell

**TUESDAY JULY 16, 2024**  
**9AM-12PM**

Genoa Township Freeman Park  
6460 Freeman Road, Westerville

**TUESDAY JULY 23, 2024**  
**10AM-12PM**

Concord Township Park  
6385 Home Road, Delaware

**TUESDAY AUG 6, 2024**  
**9AM-12PM**

Sunbury Town Square  
Corner of Columbus St. & Granville St.

**TUESDAY AUG 13, 2024**  
**10AM-1PM**

Delaware County District Library  
Liberty Branch  
7468 Steitz Road, Powell

**TUESDAY AUG 20, 2024**  
**4PM-6PM**

Genoa Township Hilmar Park  
6533 Hilmar Drive, Westerville

**No appointments  
required!**

**Offering  
vaccinations,  
screenings, cribs,  
and other health  
resources!**

**Questions?**

(740) 203-2040  
clinic@delawarehealth.org

**DelawareHealth.org**  
/immunizations

