
**SPRINGFIELD TOWNSHIP
BOARD OF TRUSTEES
REGULAR AND
ORGANIZATIONAL MEETING
DECEMBER 23, 2025**

The Springfield Township Board of Trustees held a meeting on Tuesday, December 23, 2025 at 9:00 am at the Springfield Township Town Hall, 2459 Canfield Road, Akron, Ohio 44312.

CALL TO ORDER

By Joe DiLauro

PLEDGE OF ALLEGIANCE

ROLL CALL

By Patty Price

MOTIONS

ADM 285-25 Joe DiLauro: I move to approve payment of bills and payroll as prepared by the fiscal officer, subject to audit. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

ADM 286-25 Joe DiLauro: I move to acknowledge receipt of the Fiscal Officer's November 2025 Reports, subject to audit. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

ADM 287-25 Joe DiLauro: I move to approve the repayment of the advancement in the amount of \$50,000.00 from fund 2911 for the 2024 SAFER grant to fund 1000. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

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- ADM 288-25** Joe DiLauro: I move to accept from The Goodyear Tire & Rubber Company the General Warranty Deed (Exhibit A) transferring their property interests and water rights associated with Springfield Lake to the Township. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).
- ADM 289-25** Joe DiLauro: I move to approve the attached Full-Time Secretary Job Description to the Fire Chief/Zoning Administrator. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).
- FISCAL 290-25** Joe DiLauro: I move to approve the Supplemental Appropriation of \$24,500.00 to Fund Line 2281-230-500. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).
- ZONING 291-25** Joe DiLauro: I move to approve the appointment of Tiffany Betzing to the position of Part-Time Zoning Assistant effective January 5, 2026, at a rate of \$18.00 per hour. The appointment will follow the terms and conditions of employment as outlined in the current Personnel Policy and Procedure Manual. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).
- FIRE 292-25** Joe DiLauro: I move to approve the acceptance of a donation from the Knights of Columbus for the purchase of a Safe Haven Baby Box to be installed at the Springfield Township Fire Department. The purchase of the box will

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be funded and purchased by the Knights of Columbus, and all installation costs will be covered by the Lababidi Foundation. This project will be completed at no cost to the township. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

FIRE 293-25 Joe DiLauro: I move to approve the appointment of Judy Kelly to the position of Full-Time Secretary effective January 5, 2026, at a rate of \$25.00 per hour. The appointment will follow the terms and conditions of employment as outlined in the current Personnel Policy and Procedure Manual. Seconded by Jeremy Caudill. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

FIRE 294-25 Joe DiLauro: I move Nunc-Pro-Tunc to approve payment for Miscellaneous Fire equipment in the amount of \$9,408.00 to Municipal Emergency Services and paid from fund 2281-230-500. This purchase was reimbursed from the Equipment Grant from the State of Ohio. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

POLICE 295-25 Joe DiLauro: I move to approve the Metro SWAT 2026 Fair Share Fee in the amount of \$4,466.57, and to be paid from Line #2081-210-360-1028. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

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POLICE 296-25 Joe DiLauro: I move to approve the appointment of Casey Martinez to the position of Part-Time Records Clerk effective January 12, 2026, at a rate of \$18.00 per hour. The appointment will follow the terms and conditions of employment as outlined in the current Personnel Policy and Procedure Manual. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

POLICE 297-25 Joe DiLauro: I move to approve the quote in the amount of \$2,750.00 from Sky and Low Painting LLC for Police Training Room carpet, to be paid from Fund Line 2081-210-323. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

**POLICE/
FIRE 298-25** Joe DiLauro: I move to approve payment in the total amount of \$350,020.00 to South Summit Council of Governments for 2026 Police and Fire dispatching services. Payment to be made in 4 quarterly installments of \$87,505.00 paid from fund Line #2081 210-360-1017, \$54,165.00, and fund Line # 2281-230-360-1017, \$33,340.00. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).

Joe DiLauro: Is there any other unfinished business for the year 2025? If not, let the record reflect 2025 business has been completed.

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Nominations for the Chairman and Vice Chairman for 2026.

ADM 001-26: **Jeremy Caudill: I move to nominate Joe DiLauro as Chair of the Board. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).**

ADM 002-26 **Jeremy Caudill: I move to nominate Kelly Chapman as Vice Chair of the Board. Seconded by Joe DiLauro. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).**

ADM 003-26 **Joe DiLauro: I move to approve the attached Organizational Resolution which covers operating procedures for Springfield Township for the year 2026. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).**

**SPRINGFIELD TOWNSHIP
ORGANIZATIONAL RESOLUTION
ATTACHED**

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ADM 004-26 Joe DiLauro: I move to adjourn. Seconded by Kellie Chapman. Roll Call: Mrs. Chapman (yes); Mr. DiLauro (yes); Mr. Caudill (yes).



Joe DiLauro, Chairman



Kelly Chapman, Vice Chairman



Jeremy Caudill, Trustee



Mike Spickard, Fiscal Officer

Minutes prepared by
Patty Price, Secretary
12302025organizationalmeeting

**SPRINGFIELD TOWNSHIP
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2026 ORGANIZATIONAL MEETING
DECEMBER 23, 2025**

**SPRINGFIELD TOWNSHIP
ORGANIZATIONAL RESOLUTION - (003-26)**

Section 1 The regularly scheduled meetings of the Springfield Township Board of Trustees will be held according to the attached schedule. Notification of regularly scheduled and any special meetings will be posted on the Springfield Township Web Site and Electronic Sign Board. Any person, upon request and payment of a reasonable fee, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. Such advance notification may include emailing the agenda of meetings to all subscribers on a mailing list or mailing notices in self-addressed, stamped envelopes provided by the person.

Section 2 The following Trustee liaison appointments are hereby made for 2026:

Issue I/District 8-OPWC/	Jeremy Caudill
Northeast Ohio Four County Regional Planning & Dev. Org, (NEFCO)	Kellie Chapman
ReWorks Community Recycling Assistance Grant (CRAG)	Jeremy Caudill
News Media (Chairman as determined by the Ohio Revised Code)	Joe DiLauro
Community Development Block Grant (CDBG)	Kellie Chapman
Akron Metropolitan Areawide Transportation Study (AMATS)	Jeremy Caudill
Health District Representative	Joe DiLauro
Joint Economic Development District (JEDD)	Kellie Chapman
Northeast Ohio Public Energy Council (NOPEC)	Joe DiLauro
Surface Water Management District	Jeremy Caudill

Also, Trustees are assigned as liaisons for the operations of the Township Departments:

Zoning	Kellie Chapman
Police	Kellie Chapman
Fire	Joe DiLauro
Parks	Jeremy Caudill
Road	Jeremy Caudill
Community/Senior Center.	Joe DiLauro

Section 3 Per the provisions of 146.03 and 146.04 of the Ohio Revised Code, the Volunteer Fire Fighters' Dependents Fund requires that each Township provide five elected Board members: Two trustees (legislative); Two Fire Department members; and a fifth member appointed by the four above to serve on that Board. Of the above members, one is also appointed as Chairperson. I, therefore, move to appoint Trustee, Kellie Chapman, and Trustee, Joe DiLauro, as the legislative appointees, and Fire Chief, Brett Reinbolt, and Assistant Fire Chief, Steve Simich, from the Fire Department. Mike Spickard is appointed as the fifth Board member and Brett Reinbolt is appointed as Board Secretary.

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- Section 4** **Huntington Bank shall continue to provide primary banking services for the Township per the Depository Agreement on file in the Fiscal Office. The Fiscal Officer is authorized to invest funds into a Certificate of Deposit, Star Ohio Investments, as well as continue with the SWEEP checking account as per the Investment Policy on record with the Auditor of State Office and on file in the Fiscal Office, subject to further decision from the Board. The Fiscal Officer may enter into relationships with other banks for investment purposes enumerated above provided they are insured by the Federal government.**
- Section 5** **The following persons shall be authorized to sign warrants, purchase orders, contracts, and vouchers. Trustees, Kellie Chapman, Jeremy Caudill, Joe DiLauro, Fiscal Officer Michael Spickard. Only elected officials are authorized to enter into contracts and service agreements except for others authorized by resolution or Motion. Individuals not authorized to sign will be held personally responsible.**
- Section 6** **The Board of Trustees hereby authorizes the Fiscal Officer to make appropriation modifications within the same fund during the year to meet financial obligations with the knowledge of the Board of Trustees as reported in the monthly fiscal reports distributed to the Board of Trustees and Department Heads. The level of control for appropriations is set at Personal Services (salaries and related personnel costs) and Other, which means that movement of monies from Personal Services to Other or vice-versa will require approval by Board resolution. Also, transfers and advances of monies from fund to fund shall require approval by Board resolution.**
- Section 7** **All employees shall be participants of either OPERS (Ohio Public Employees Retirement System), the Police & Fire Disability & Pension Fund, or Social Security as outlined by ORC and the OPERS and OP&F Manuals.**
- Section 8** **Medical insurance effective January 1, 2026 for eligible Township employees shall be provided by Anthem.**
- Section 9** **Health & Life Insurance shall be offered to elected officials.**
- Section 10** **The Board of Trustees shall exercise their option to hire special and/or temporary help in all departments as needed.**
- Section 11** **Mileage rate is set at the 2026 IRS rate of \$0.70 cents per mile for township business in personal vehicles outside of the township, when township vehicles are unavailable. This applies to all employees whether elected or appointed.**

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- Section 12** The Trustees & Fiscal Officer will be paid annual salaries as allowed in ORC 505.24 and divided into twelve equal payments. Per the ORC, the salaries follow the Certificate of Estimated Resources received from the County, known as the “budget” for compensation purposes.
- Section 13** Per Ohio Attorney General Opinion 82-006, the Administrative, Police, Fire, Highway, Parks, and Senior Center Departments are authorized to provide hospitality beverages (i.e. coffee, tea, etc) to all Township employees during their regularly scheduled workday. Hospitality items requested for special occasions are also approved on a case-by-case basis, upon review and approval by the Board of Trustees.
- Section 14** The Township shall implement and file with the Superintendent of Insurance, Section 3929.86 of the Ohio Revised Code, “Claims against policy proceeds for payment of property taxes and the costs of removal or repair of premises in certain fire losses,” and authorizes the Fire Department to notify a property owner and/or their insurance company of this claim after a fire. It shall be the responsibility of the Fire Chief to coordinate all activities relative to this section with the Fiscal Officer. The Board of Trustees shall be notified upon the deposit of insurance proceeds pursuant to ORC 3929.86 and any release prior to completion of repairs, removal or securing of the building or structure shall require approval by the Board of Trustees.
- Section 15** Pursuant to ORC 5705.41(D) the Fiscal Officer may prepare purchase orders, blanket certificates (under \$10,000) and super blanket certificates (over \$10,000) based on the Township’s 2026 appropriations.
- Pursuant to ORC 507.11(A) authorize Department Heads to incur obligations of \$3,000.00 or less on behalf of the Township.
- Section 16** The Administrative Assistant to the Board of Trustee’s is authorized, upon notification of the respective department head and the prior approval of the Chairman of the Board, to place employment advertisements to place or replace regular and/or part-time employees who have separated from the Township.
- Section 17** The Township is authorized to dispose of unneeded, obsolete, or unfit personal property including motor vehicles during calendar year 2026, per ORC 505.10.
- Section 18** The Zoning Administrator is given authority to assign work orders to independent contractors under separate purchase orders to abate nuisances on properties within the Township and approve payments to the contractors for work performed in an amount not

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to exceed \$3000. Any work which costs over \$3000 will require the Board of Trustees approval prior to assignment and payment. All costs for Nuisance Abatements, including an Administrative fee of \$75, shall be certified as an assessment to the property owners' taxes.

Section 19 The Board of Trustees adopts the following procedures for the orderly conduct of its business, to be directed by no less than a majority of its members:

1. Agenda items to be considered by the Board at the request of the Department Heads should be provided to the Administrative Assistant to the Board of Trustees no later than the Tuesday preceding a scheduled meeting of the Board. Absent a demonstrated emergency or other good cause, such items will not be considered by the Board until the next scheduled meeting if it is not submitted by the deadline.
2. Absent demonstrated emergency, Department Heads and other employees seeking administrative direction or other decisions from the Trustees shall submit their requests for decisions at a scheduled meeting.
3. When an emergency or other good cause compels obtaining direction from a Trustee or Trustees outside of a scheduled Meeting, reasonable effort shall be made to seek direction from at least two Trustees.
4. The Trustees shall all be given full and equal access and information regarding each Township Department. If a Department Head feels it necessary to provide a report or make a request bearing on the operations of his Department, the same report and request will be given to all Trustees, confirmed by email or writing to include the date and time of original report or request.

Section 20 Employees approved for reimbursement for use of a personal cell phone, pursuant to Policy 500.13, shall be paid a reimbursement of \$15.00 per month, payable on a quarterly reimbursement basis.

Section 21 If a pay day falls on a bank holiday, the Fiscal Officer is authorized to issue regular payroll checks on the Thursday prior to pay day.

Section 22 The Board approves that all current administrative personnel, non-union employees, or at-will employees shall be rehired beginning January 1, 2026, as at-will employees. Payroll for 2026 will commence on 12/22/2025, with a pay date of 1/9/2026 and conclude on 12/20/2026, with a pay date of 12/25/2026.

Section 23 The Board approves carryover of vacations for non-contract and contract personnel as authorized by non-contract policy manual and union contracts.

Section 24 The Board authorizes the Administrative Assistant to the Board of Trustee's to close Canfield Road/Boat Launch when necessary for public events on the lake front.

"EXHIBIT A"

#288-25

GENERAL WARRANTY DEED

This Deed, made on December 10, 2025, by THE GOODYEAR TIRE & RUBBER COMPANY, an Ohio corporation, of 200 Innovation Way, Akron, Ohio 44316-0001, County of Summit and State of Ohio for valuable consideration paid, grants, with general warranty covenants, to SPRINGFIELD TOWNSHIP, County of Summit, State of Ohio, an Ohio political subdivision, whose tax-mailing address is 2459 Canfield Road, Akron, OH 44312, the following real property:

Situated in Springfield Township, County of Summit, State of Ohio, more particularly described as follows:

Parcel 1 (Easement)

The artificial outlet and channel of Springfield Lake, the dam, gates, fixtures and appliances therein located and the real estate upon which the same and said outlet and channel are located, of sufficient width for the convenient construction, maintenance, repair, occupancy and operation thereof, with the right of access and egress, at any and all times, to and from the same, which dam, gates and their appliances are located on the northerly margin of Springfield Lake, and the southerly line of Lot 3, in Tract 6, Springfield Township, Summit County, Ohio, which location or point is found by commencing at an old stone monument in the east line of said Lot 3 and Tract 6, at the point of intersection of the east and west division line between the lands of W. T. Sawyer and the heirs of Francis McKnight, which division line and monument is also the north line and northeast corner of a parcel of land conveyed by Benjamin Baldwin to Isaac Paulus, September 22, 1842, as recorded in Volume 8, Page 66, Summit County Records; thence North 88° 4' West 677.60 feet along said division line to an iron pin set in the center line of The Goodyear Tire & Rubber Company's present outlet to Springfield Lake; thence along the center line of such outlet South 46° 50' West 267 feet to said dam, gates, and sand box or catcher at the margin of said Lake, and the center line of said land in and upon which the same and said outlet are located is described as follows: Beginning at said dam and gates, thence north 46° 50' east 267 feet to an iron pin set in the north line of lands so conveyed by Benjamin Baldwin to Isaac Paulus, September 22, 1842; thence north 46° 50' east 290 feet to an iron pin; thence north 52° 9' east 300 feet to a stake; thence north 57° 18' east 390 feet to a stake; thence

north 55° east 415 feet to a stake; thence north 32° 45' east 215 feet to the center line of the intersection with the old outlet channel of Springfield Lake;

Parcel 2 (Easement)

Commencing at the dam, gates, and connecting sand box or catcher described in Parcel 1, a strip of land of sufficient width for the convenient construction, maintenance, repair, occupancy and operation of a channel with a pipe line therein of twenty (20) inches internal diameter for the purpose of conducting the waters of said lake to said sand box, dam, gates and outlet, the center line of which strip of land is described as follows: South 46° 12' West 578 feet to the present end of The Goodyear Tire & Rubber Company's pipe line at a stone pile in said Springfield Lake, together with the right to use the waters of said Springfield Lake and to impound the same or withdraw the same by means of a dam, gates, appliances and the above described artificial outlet between the levels of 1072.25 feet above sea level and 1067.25 feet above sea level, including the right to dam and close up the original and natural outlet of said lake located about 120 rods southeasterly of its present artificial outlet, dam and gates, to maintain the level of said lake between the above described levels;

Parcel 3

Being the tract of land designated as "Hydraulic Race" on the Plat of the McKnight Park Subdivision as recorded in Plat Book 36, Pages 8 to 11 of the Summit County Records of Plats and being a strip of land approximately 40 feet in width extending from the northeasterly margin of Springfield Lake in a general northeasterly direction to the northerly boundary of said McKnight Park Subdivision as more particularly set forth in said plat;

(Said Parcel 3 includes Summit County Permanent Parcel 5109132).

EXCEPTING all that land heretofore conveyed by THE AKRON CANAL & HYDRAULIC COMPANY to The City of Akron by Quit Claim Deed dated August 31, 1959, recorded at Volume 3785, Page 550, Records of Summit County, Ohio, to-wit:

Situated in the City of Akron, County of Summit, and State of Ohio, and being all that land and estate in land commonly called the Cascade Mill Race and sometimes called the Akron Hydraulic Race, being a strip of land embracing a raceway or mill race with what water it may at any time contain, the slope and the banks thereof, and the land on either side of the tops of said banks as it may vary in width from place to place, commencing at a point in the Little Cuyahoga River north of the

junction of North Case Avenue and Bank Street and continuing in a course northwesterly, westerly and southwesterly for a distance of about two miles through The City of Akron to a point in the east line of North Main Street near the intersection of Perkins Street (formerly Federal Street); thence continuing south in Main Street to a point in or near Mill Street; thence westerly to a point near the Ohio Canal; thence continuing north along a course roughly paralleling the Ohio Canal to a point of re-entry into the Little Cuyahoga River west of Cuyahoga Street.

TOGETHER with the right to conduct and control the flow of the waters of said Springfield Lake through said artificial channel to its junction with the natural channel in Springfield Township, and thereafter through said natural channel in Springfield Township and the City of Akron to the point where the same empties into the Little Cuyahoga River, with the right to empty such waters into said Little Cuyahoga River, and together with all rights, privileges and appurtenances belonging to any and all of the aforesaid.

SUBJECT to all legal highways, and to easements, restrictions and encumbrances of record.

Prior Instrument Reference: Volume 6188, Page 283.

In witness, grantor has caused its corporate seal to be affixed to this instrument and caused it to be signed by its Interim President Americas on the date written above.

THE GOODYEAR TIRE & RUBBER COMPANY

By:



Marcelo Toscani, Interim President Americas



Signed in presence of: Jennifer Strazzella

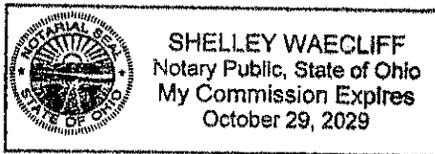
[Corporate seal]



STATE OF OHIO)
)
COUNTY OF SUMMIT)

On this the 10th day of December, 2025, before me, a Notary Public in and for said County and State, hereby certify that Marcelo Toscani, whose name as Interim President Americas of The Goodyear Tire & Rubber Company, an Ohio corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that he, with full authority, executed the same voluntarily for and as the act of said corporation.

WITNESS my hand and official seal.



Shelley Waecliff
Notary Public

This instrument was prepared by:

Marvin D. Evans, Esq.
Deputy Director, Labor Relations
Department of Law and Risk Management
Summit County Executive, Ilene Shapiro
175 South Main St., 8th Floor
Akron, OH 44308
Ph. 330-643-2848
mdevans@summitoh.net



2459 Canfield Road, Akron, Ohio 44312
Telephone (330) 794-1739
www.springfieldtownship.us

TRUSTEES
Kellie Chapman
Joe DiLauro
Jeremy Caudill

FISCAL OFFICER
Michael Spickard

For Immediate Release:

Springfield Township Accepts Goodyear Donation Supporting Springfield Lake

Springfield Township, OH – Springfield Township has formally accepted a deed from The Goodyear Tire & Rubber Company transferring property interests and water rights associated with Springfield Lake to the Township.

Township officials expressed appreciation to Goodyear for its cooperation and willingness to donate the property interests, which will support public stewardship of the lake and help advance long-term water quality goals.

"This donation reflects a strong commitment to the Springfield Lake community and the environment," said Joe DiLauro, Chairman of the Board of Trustees "Goodyear has a long history of contributing to the Akron-area community, and this action continues that tradition by supporting collaborative, community-driven solutions that benefit both local residents and the environment."

The Township also acknowledged the assistance of the Summit County Engineer Alan Brubaker P.E., P.S., who personally provided coordination and negotiations related to the transfer.

With ownership now clarified, Springfield Township looks forward to continued collaboration with Summit County and its partners to support responsible management and protection of Springfield Lake for residents and future generations.

SPRINGFIELD TOWNSHIP

Job Description

Job Title: **Secretary**

FLSA STATUS:	Nonexempt	JOB CODE:	Full-Time
SALARY LEVEL:	To Be Determined	LOCATION:	Fire Station I /Admin
DEPARTMENT:	Fire / Zoning	PROBATION:	One Year
SUPERVISOR:	Fire Chief / Zoning Administrator		
APPROVED DATE:	December 23, 2025		
REVISION BY:	December 23, 2025	BOT# _____	-25

SUMMARY

Provides administrative and clerical support to the Fire Chief and township officers. Performs office duties, assists with departmental records, and ensures smooth operation of both the fire department and zoning administrative and Trustee tasks. This position may occasionally require work outside normal business hours.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Fire Department Administrative Support

Perform clerical duties including typing, filing, organizing, scheduling, proofreading, composing letters and memoranda, preparing reports, and taking minutes of meetings.

Maintain departmental records such as timecards, overtime reports, purchasing, payroll reports, and callback lists.

Read and route incoming mail and correspondence, attaching appropriate files for Chief review.

Take dictation in shorthand or via speed writing or recording device; transcribe notes using a computer.

Answer telephone calls, provide information, or route calls to appropriate personnel.

Greet visitors, ascertain the nature of business, and direct them appropriately.

Compile and type statistical reports; make copies; prepare and distribute outgoing mail.

May occasionally be required to attend meetings outside normal work hours and may occasionally be required to work overtime.

Other duties may be assigned.

Zoning Support Responsibilities

Attend Zoning Commission and Board of Zoning Appeals meetings outside of normal business hours.

Distribute agendas, record attendance, motions, actions, and decisions.

Transcribe recordings, review and edit minutes, distribute draft minutes.

Maintain zoning files, prepare reports, and distribute letters as directed.

Other duties may be assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED), college level secretarial course work preferred; One to three years related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

OTHER SKILLS AND ABILITIES

Must be proficient with personal computers and have knowledge of PC based programs such as Windows, Microsoft Office Suite.

Must possess good typing skills - 50 words/minute.

Must possess good dictation skills - 60-80 words/minute.

Strong organizational, communication, and interpersonal skills.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Regularly required to sit, talk, and hear; occasionally stand, walk, use hands, reach, and operate office equipment.

Occasionally lift/move up to 10 pounds.

Specific vision abilities required include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works in a business office setting with computers, printers, telephones and light traffic. The employee may be exposed to fumes or airborne particles (for example, exhaust fumes from vehicles). The noise level in the work environment is usually moderate but occasionally is loud due to sirens.

2026 CALENDAR

EVERY WEDNESDAY WORKSHOPS AT 3:30 P.M.

SECOND THURSDAY* - TRUSTEE MEETINGS AT 4:00 PM (In red)

*Exception: December

2026calendar

January							February							March						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	29	29	30	31								29	30	31				
Jan 1-New Years Day Jan 19-M. Luther							Feb. 16- President's Day													
April							May							June						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													
							May 25-Memorial Day							June 19-Juneteenth						
July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
July 3-Independence Day(observed)														September 7- Labor Day						
October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3				4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		
Oct. 12-Columbus Day							Nov. 11-Veteran's Day Nov. 26-Thanksgiving							Dec. 25-Christmas Dec 30-Workshop- 8:00am Final Meeting- 9:30am						

ZONING COMMISSION @ 5:30 PM

FIRST WEDNESDAY OF MONTH

<u>Meeting Date</u> <u>1st Wednesday</u>	<u>Application Deadline @ 4:00pm</u> <u>3 weeks prior to meeting date</u>	<u>Ad Monday after deadline</u> <u>5 days after deadline</u>
Wednesday, January 7, 2026	Wednesday, December 17, 2025	Monday, December 22, 2025
Wednesday, February 4, 2026	Wednesday, January 14, 2026	Monday, January 19, 2026
Wednesday, March 4, 2026	Wednesday, February 11, 2026	Monday, February 16, 2026
Wednesday, April 1, 2026	Wednesday, March 11, 2026	Monday, March 16, 2026
Wednesday, May 6, 2026	Wednesday, April 15, 2026	Monday, April 20, 2026
Wednesday, June 3, 2026	Wednesday, May 13, 2026	Monday, May 18, 2026
Wednesday, July 1, 2026	Wednesday, June 10, 2026	Monday, June 15, 2026
Wednesday, August 5, 2026	Wednesday, July 15, 2026	Monday, July 20, 2026
Wednesday, September 2, 2026	Wednesday, August 12, 2026	Monday, August 17, 2026
Wednesday, October 7, 2026	Wednesday, September 16, 2026	Monday, September 21, 2026
Wednesday, November 4, 2026	Wednesday, October 14, 2026	Monday, October 19, 2026
Wednesday, December 2, 2026	Wednesday, November 11, 2026	Monday, November 16, 2026
Wednesday, January 6, 2027	Wednesday, December 16, 2026	Monday, December 21, 2026

BOARD OF ZONING APPEALS @ 5:30 PM

SECOND WEDNESDAY OF MONTH

<u>Meeting Date</u> <u>2nd Wednesday</u>	<u>Application Deadline* @4:00 pm</u> <u>3 weeks prior to meeting date</u>	<u>Ad Monday After Deadline</u> <u>5 days after deadline</u>
Wednesday, January 14, 2026	Wednesday, December 24, 2025	Monday, December 29, 2025
Wednesday, February 11, 2026	Wednesday, January 21, 2026	Monday, January 26, 2026
Wednesday, March 11, 2026	Wednesday, February 18, 2026	Monday, February 23, 2026
Wednesday, April 8, 2026	Wednesday, March 18, 2026	Monday, March 23, 2026
Wednesday, May 13, 2026	Wednesday, April 22, 2026	Monday, April 27, 2026
Wednesday, June 10, 2026	Wednesday, May 20, 2026	Monday, May 25, 2026
Wednesday, July 8, 2026	Wednesday, June 17, 2026	Monday, June 22, 2026
Wednesday, August 12, 2026	Wednesday, July 22, 2026	Monday, July 27, 2026
Wednesday, September 9, 2026	Wednesday, August 19, 2026	Monday, August 24, 2026
Wednesday, October 14, 2026	Wednesday, September 23, 2026	Monday, September 28, 2026
Wednesday, November 11, 2026	Wednesday, October 21, 2026	Monday, October 26, 2026
Wednesday, December 9, 2026	Wednesday, November 18, 2026	Monday, November 23, 2026
Wednesday, January 13, 2027	Wednesday, December 23, 2026	Monday, December 28, 2026

*3 weeks prior to meeting.

EXHIBIT A
SAFE HAVEN BABY BOXES INC
POLICIES AND PROCEDURES
OHIO

I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under the Ohio Safe Haven Law, and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

II. Policies:

- A. A Provider is a hospital or site, such as fire and EMS stations, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
1. When the door is accessed from the outside.
 2. When the newborn is placed in the box and activates the motion sensor.
 3. When electrical failure occurs to the Baby Box.

III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened, and the newborn may be inside the bassinet.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

EXHIBIT A
SAFE HAVEN BABY BOXES INC
POLICIES AND PROCEDURES
OHIO

evaluation at the hospital may include screenings and examinations by physicians as determined by hospital policy and procedure.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

IV. Additional Procedures for designated Providers:

- A. All Baby Boxes must be leased from Safe Haven Baby Boxes, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Boxes, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Boxes, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
 - i Initial fee has been paid to Safe Haven Baby Boxes.
 - ii Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
 - iii Provider understands delivery of the Baby Box will be scheduled approximately 8 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box. The unveiling/blessing date must be agreed upon between only the Provider and SHBB prior to "going live".
- F. The "Go-Live" date will be determined after the following:
 - i Installation is completed and the alarm system is ready for testing.
 - ii Seven consecutive days of successful alarm testing is completed. The first day of testing must be completed with the appropriate SHBB personnel present either over the phone or via video streaming.
 - iii Training of staff is completed via online certification and in-person by SHBB.
 - iv Final Inspection is completed via video conference or pictures sent electronically.

EXHIBIT A
SAFE HAVEN BABY BOXES INC
POLICIES AND PROCEDURES
OHIO

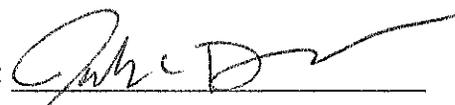
- v Confirmation to SHBB that the following forms have been filed with the Ohio Department of Health:
 - Newborn Safety Incubator – Location registration
 - Attestation of Compliance
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
 - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
- H. Pending notice or drop of security monitoring, Safe Haven Baby Boxes, Inc. will uninstall the non-conforming location. Each Provider will provide safe haven registry information and a copy of parents' rights located in the orange bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door so that it will fall out when the door is opened.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Boxes, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test. A scanned copy of the alarm logs shall be sent to logs@safehavenbabyboxes.com
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure:
 - i The presence of a clean fitted bassinet sheet and a blanket
 - ii The bassinet sensor has the green light only illuminated
 - iii Heater fan is operating
 - iv Alarm system is powered on and ready
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Boxes, Inc. for group training services.
- N. Provider is responsible for completing all documentation required in section 2151.3532 of the Ohio Revised Code and chapter 3701-86 of the Ohio Administrative Code and as directed by the Ohio Department of Health.
- O. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.

EXHIBIT A
SAFE HAVEN BABY BOXES INC
POLICIES AND PROCEDURES
OHIO

- P. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
 - Q. All safe surrenders are required to be reported to Safe Haven Baby Boxes Inc. by phone at 260-750-3668 and to your county's public children's services agency within two (2) hours of the surrender.
 - R. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- V. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement. Documentation (Documents & Forms):
- A. Documents
 - 1. Weekly Safe Haven Baby Box alarm system checks
 - 2. All Safe Surrenders by date and time

By signing below, the undersigned agrees to the terms and conditions set forth in Exhibit A.

Provider:

Signature: 

Printed Name: Joe DiLauro

Date: 12/23/25

EXHIBIT B
SAVE HAVEN BABY BOXES INC.
SERVICES, FEES, AND EXPENSES SCHEDULE OHIO

Initial Fee: \$16,000.00

1. "Pre-installation" Services:

- a. Assistance with device location placement
- b. Administrative resources
- c. Consultation on programs
- d. Assistance with raising funds to support the cost of the box (optional)

2. Installation Services:
 - a. Inspection of installation via pictures sent electronically
 - b. Training to all emergency personnel via online certification modules

3. Post Installation Services:

- a. Marketing of the box to include the location finder at SHBB.org
- b. 24/7 hotline available to the community
- c. Advertising of the box
- d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Ohio Department of Health

1. Required Forms

- a. Newborn Safety Incubator – Location registration form (\$500.00 submitted every 3 years)
- b. Newborn Safety Incubator – Installer registration form (\$250.00 one-time submission by EACH installer; General Contractor, and/or Telecommunications Professional)

Annual Fee: \$600

1. Annual Fee Services

- a. Recertification of the box by an authorized SHBB technician
- b. Maintenance of box from expected use
- c. Unlimited repairs and parts replacement due to malfunction (excluding negligence or vandalism).
- d. Annual review training for all emergency personnel via online certification modules

Term Renewal: \$600.00

1. For the renewal of the Lease and Service Agreement at the end of each term.

OTHER COSTS TO CONSIDER NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

*Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.

1. Delivery: Minimum \$600.00. Cost based on location and transportation from Woodburn, IN. You can pick the device up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be prescheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)

SERVICES, FEES, AND EXPENSES SCHEDULE OHIO

6. Internal Camera (optional) \$500.00. Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. *Alternatives may apply. Please contact SHBB for more information.

LEASE AND SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between Safe Haven Baby Boxes, Inc. ("SHBB"), an Indiana nonprofit corporation, and Springfield Township ("Provider"), this 23rd day of December 2025.

WHEREAS, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device") (as that term is defined under Ohio law, Oh. Rev. Code Sec. 2151.3516), and awareness related to preventing child abandonment.

WHEREAS, Provider wishes to provide a location for implementation of a Safety Device on Provider's premises;

WHEREAS, SHBB is agreeable to placing a Safety Device to the Provider's premises and undertaking certain services in relation thereto;

WHEREAS, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

NOW, THEREFORE, for and in consideration for the mutual terms premises contained herein and for other good and valuable consideration, the parties agree as follows:

Section 1. Installation. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at (2454 Canfield Rd, Akron, OH. 44312). SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility and is properly registered and qualified to install the Safety Device pursuant to Ohio law. Provider agrees to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all Federal, State of Ohio, and any applicable municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the Policies and Procedures for installation as outlined in Exhibit "A" of this Agreement, which is hereby made a substantive part of this Agreement by reference.

Section 2. Services by SHBB. SHBB agrees to provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number

for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to use of the Safety Device; and (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) Provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement.

Section 3. Lease and Service Term. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year Terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or otherwise agreed to by the Parties

Section 4. Consideration. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Sixteen Thousand Dollars (\$16,000.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Six Hundred and 00/100 Dollars (\$600.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Six Hundred and 00/100 Dollars (\$600.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

Section 5. Obligations of Provider. Provider is responsible for maintaining compliance with all Federal, State of Ohio, and any applicable municipal or local laws, rules, and regulations pertaining to registration and compliance for the Safety Device. In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time without prior notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt thereof. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Appendix A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Appendix A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately

notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.

Provider

shall refer to the Safety Device a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.

Section 6. Representations and Warranties.

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety

Device.

SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND AS SUCH CONFIRMED WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.

Section 7. Insurance. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any extensions thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the Provider's master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under the **City/Hospital** master general liability and umbrella policies.

Section 8. Indemnification. Provider agrees to defend and indemnify, protect and hold harmless SHBB, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the Provider's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

Section 9. Termination. This Agreement shall terminate anytime upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage

denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

Section 10. Remedies.

A. Option to Cure. Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring called for under this Agreement, SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement.

B. Attorney's fees. Attorney's fees, costs and expenses, may be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

Section 11. Ownership of Safety Device. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

Section 12. Disclaimer and Limitation of Warranties.

A. SHBB has a policy of testing the Safety Device at its principal office prior to delivery of Safety Device to Provider in order to ensure it is functioning properly. SHBB also has a policy of testing the Safety Device once it is installed on the Premises to ensure it is functioning properly. SHBB's testing of the Safety Device is strictly limited to ensuring it functions properly and is further limited by the limitations and disclaimers on all warranties, express or implied, set forth in this Agreement regarding disclaimer and limitation of warranties.

B. SHBB IS ONLY THE ASSEMBLER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER OF ANY KIND, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

C. DUE DILLIGENCE BY PROVIDER. IF PROVIDER HAS NOT INSPECTED DEVICE AND CHOOSES TO, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS THIRTY (30) DAYS FROM THE AGREED-UPON INSTALLATION DATE TO INSPECT THE SAFETY DEVICE AND ADVISE SHBB OF ANY OPERATIONAL DEFECTS, OTHERWISE ON THE THIRTY-FIRST (31ST) DAY PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER HAS WAIVED SAID OPPORTUNITY TO PERFORM ITS OWN DUE DILLIGENCE AS TO ANY APPARENT OR LATENT DEFECT(S) OR FAULT(S).

(PROVIDER, BY: _____, ITS _____).

D. IN ALL CIRCUMSTANCES, PROVIDER AGREES AND ACKNOWLEDGES THAT PROVIDER ACCEPTS, TAKES, AND/OR OTHERWISE LEASES THE SAFTEY DEVICE CONTEMPLATED BY THIS AGREEMENT ON AN "AS-IS" AND "WITH ALL FAULTS" BASIS.

E. SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the use, maintenance, operation, or installation of the Safety Device nor this lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, servicing, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

Section 13. Miscellaneous.

A. Notice. Notice will be considered effective if given in writing and either sent to the Parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes
Attn: Monica Kelsey
P.O. Box 185
Woodburn IN 46797

Provider Notice shall be given to:

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.
- C. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Ohio and Ohio courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Ohio court. Each Party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each Party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either Party.
- D. Integration. This Agreement along with the attached Exhibits is the final written expression of the Parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.
- E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized

representatives of the Parties.

- F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.
- G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.
- H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

“SHBB”

By: _____
Monica Kelsey, Founder / CEO
Safe Haven Baby Boxes, Inc.

“PROVIDER”

By: _____

Its: _____