

# **PUBLIC NOTICE**

## **AGENDA**

### **ADMINISTRATIVE SERVICES COMMITTEE MEETING**

*Committee Members: Sandy Russell, Lisa Evans, and Kim Chamberland*

Monday, October 17, 2022, at 4:30 p.m.  
Council Chambers, 745 Center Street, Milford, Ohio 45150

Call to Order

Proceedings: Approval of the October 3, 2022, Administrative Services Committee Minutes

Agenda Items:

- Discussion: 2023 Fire/EMS Contract
- Resolution: Urban Canopy Restoration Grant Program
- And all additional matters that may properly come before the Committee

Adjourn

**Administrative Services Committee  
Meeting Minutes  
October 3, 2022**

Ms. Russell called the meeting to order at 4:00 p.m.

Present: *Sandy Russell*, Lisa Evans and Kim Chamberland

Staff: City Manager Michael Doss, Law Director Bryan Pacheco and Executive Assistant Jackie Bain

Visitors: Mary Rutledge, Louise Hausman, Chris Komnick, Mike Huseman, Sara Huseman, Dave Michaels

Proceedings: September 16, 2022, Administrative Services Committee meeting Minutes were approved by Ms. Chamberland, Ms. Evans & Ms. Russell

**DISCUSSION: A RESOLUTION APPROVING PARTICIPATION IN REGION 14 GOVERNANCE STRUCTURE**

City Manager Michael Doss discussed a proposed Resolution approving the Region 14 governance structure for the OneOhio Recovery Foundation which will layout the groundwork for the settlement over the opioid crisis. In May of this year, City Council passed a Resolution appointing Region 14 Foundation Board Representatives. All seven counties in our region have submitted their scorecards for the candidates and the compilation and bylaws were attached and discussed. MCFD District Chief Miles Miller will be on the board representing the municipality with the largest population, City of Milford. The committee members asked if it were possible to have updated information from the foundation brought to their attention with a monthly report. The committee reviewed and accepted the OneOhio Region 14 Structure information.

*THE COMMITTEE AGREED TO RECOMMEND APPROVING THE RESOLUTION FOR THE PARTICIPATION IN REGION 14 GOVERNANCE STRUCTURE*

**DISCUSSION: EXPANSION OF THE DESIGNATED OUTDOOR REFRESHMENT AREA (D.O.R.A.)**

Mr. Doss discussed with the committee how new businesses are now in our city and are interested in being added to the City of Milford D.O.R.A. In order to do this, we need to go through a process to add the new businesses and amend our current DORA Ordinance and our application with the state. If approved, staff will start the process for updating legislation, creating a new boundaries map, and listing the new business within the D.O.R.A. The process will also include a Public Hearing that will go through council. Once the potential ordinance is adopted the application information will be submitted to the state for approval. The committee agreed that they would like to see this pursued and to move forward revising/amending Ordinance 19-1467.

## **DISCUSSION: VACATION OF RAIL ROAD STREET**

Mr. Doss presented information that identifies Rail Road Street, which is behind Mound Avenue. Mr. Doss discussed the location. The city many years ago place some chip and seal in that area. No other maintenance has been done to the site. Do we want to maintain this area? An individual is asking us to bring the area up to street standards which would be a significant cost for the city to do this. Internally, from a Public Works standpoint, there is not much use for the city to develop this area any further. The city does respect and understand that there are properties off of Mound Avenue that utilize Rail Road Street for access to the back of their properties for parking and entrance into their garages. There would be some residents on Mound that would be impacted by vacation of Rail Road Street. Do we recognize Rail Road Street? Do we develop Rail Road Street? Or do we vacate Rail Road Street? If we do vacate Rail Road Street, there could be a possibility that some of the people that do have access to this area off of Mound Avenue would then not have access as they currently have.

Law Director Bryan Pacheco discussed the vacate of this property with the committee members. The vacation would not be detrimental to the general interest. And just because something is plated does not mean that we, the city, has any obligation to maintain or keep. It has to be opened and people have to be invited to use the area. And this has not happened with this street. Discussion continued regarding the homes and parcels that would be impacted.

Mr. Doss commented that we have received information from the Law office of Stagnaro, Saba & Patterson Co. L.P.A., regarding a parcel. They represent Sam Pschesang and his property. We internally identified that property to be addressed at 57 Mound because we did not recognize Rail Road Street. Property location was discussed. And in the letter, it states that this property has been plated as public street within the city and has never been abandoned by ordinance. We internally gave them a 57 Mound Street address is because Mr. Pschesang is looking to develop the property back in that location.

Mr. Pacheco just because something is plated as a public street or a "paper street" it must be opened and invite people to use it. You cannot be forced to pave or maintain a paper street. Whether you vacate this or not that is within your discretion.

Mr. Pacheco said that we have not opened it or invited it. It warrants the conclusion that the city has not in fact invited or opened it for use. There are no public utilities. But again, that is within council's discretion. Ms. Evans said if that is the case then she would prefer to leave it as is.

Sara Huseman – Mound Avenue Milford Ohio

Sewer line would have to be accessed by the city. Discussion of which houses were on the street sewer system was brought to the committee's attention. Five to six houses would be affected by this decision since they all have garages/parking in the back of their property. And there is already a parking issue on Mound. Ms. Huseman gave several reasons why she is opposed the vacation of this property. The neighbors are not opposed to Mr. Pschesang building on his property, but you cannot take away from the neighbors since the city does not want to incur expenses that they might have an obligation to incur. You have a lot of people that live there a long time and who would be directly impacted by your decision and to not take this lightly. It is serious for all of us.

Chris Komnick – Mound Avenue Milford Ohio

In 97-98 they built an extension onto their house. And built a garage that is accessed through the back street. And also, at that time they were not completely aware of the sewer lines running back there as well. That is a significant issue. More important to him are the options at this point to either vacate the property and it gets split amongst all property owners? Or do you feel you have to take it to city standard of an accessible road? Or can it stay as is?

Mr. Pacheco stated that from what he has heard it can stay as is.

Mary Rutledge Mound Ave Milford Ohio

How does vacating benefit me? Why would I want to do it? What would it cost if it were vacated? What would that entail? How does that affect her property value? She would like these questions answered before any decisions are made.

Ms. Russell stated that those are good questions, and this information is out for discussion. The committee may have to come back and have another meeting regarding this. The city will notify the homeowners that are affected.

Mr. Doss said that the residents on Mound are not in favor of a vacation of the property. In light of that we run the risk that the courts will state that this is a street. And then we would have to make those improvements. If okay with the committee, Mr. Doss would like to rescind this off of the agenda for no further consideration and leave as is.

Mr. Pacheco repeated that the road has not been opened or invited for public use. There is also another six-week process of public notice in a newspaper requirement for city council as a whole could even consider this. The committee agreed to leave the property as is.

Doug Michaels – Mound Avenue Milford Ohio

If it is vacationed and there is a homeowner that owns the property on the river side, and they want to develop it. Does it now change regarding zoning?

Mr. Pacheco replied that there are other consequences as a result of vacation. As he understands, the city has not opened it or invited people for public use therefore just because it is plated as a public street doesn't mean you have the obligation to or to maintain it or to bring it up to city standards. In fairness, in court, it doesn't mean they wouldn't say otherwise. And to answer Ms. Rutledge's questions and in fairness to the residents, they would need to seek their own council to determine costs. There is certainly no cost to the homeowner for the city to pass legislation to vacate it.

The committee asked that the City of Milford Planning and Community Development Coordinator-Christine Celsor send them a map of just Mound Avenue and Rail Road Street.

Louise Hausman Mound Avenue Milford Ohio

She sees no benefit from this. The city would really have to show her how she would by this vacation. She has lived in her house for over 26 years and feels that is worth something.

The committee agreed with Mr. Doss and will pull this off the agenda and leave information as is for Rail Road Street.

There being no further business, the meeting adjourned at 4:41 pm with a motion from Ms. Evans Seconded by Ms. Chamberland All yes

Respectfully submitted,  
Jackie Bain, Executive Assistant

“These minutes have been approved and adopted by Ms. Russell, Ms. Evans and Ms. Chamberland on October 4, 2022.”

**CONTRACT FOR FIRE and EMERGENCY MEDICAL SERVICE**  
**PROTECTION SERVICES FOR**  
**THE CITY OF MILFORD, OHIO**  
**WITH**  
**MILFORD COMMUNITY MCFD INC.**

This Agreement entered into by and between the City of Milford, Clermont and Hamilton Counties, Ohio, an Ohio Charter Municipal Corporation (hereinafter referred to as "City"), and the Milford Community MCFD, Inc., Clermont County, Ohio (hereinafter referred to as "MCFD").

WHEREAS, the City desires to provide fire and emergency medical and paramedic service for the protection of the health, safety, and welfare of the citizens and businesses of Milford, Ohio; and,

WHEREAS, the MCFD has the necessary equipment, facilities, and personnel necessary to provide said services; and,

WHEREAS, the City has, pursuant to and in accordance with Ordinance No. 2022-XX passed and adopted on XXXXXXXXXX XX, 2022, authorized the City Manager of the City to enter into and execute this Agreement; and,

WHEREAS, the MCFD, by Resolution duly adopted on XX day of XXXXXXXX, 2022 is authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises exchanged herein the parties hereto do hereby agree as follows:

1. The term of this Agreement shall be for a period of one year, beginning on January 1, 2023, and ending on December 31, 2023, and shall be renewable upon agreement of both parties by Resolution or Ordinance of their respective governing bodies.
2. MCFD shall respond to all fire and emergency medical service calls received directly from the City, its employees, agents, or inhabitants, whether received directly or through a dispatcher, reporting fires and/or emergency medical service incidents in which the presence of the MCFD is deemed desirable or necessary, within the City. At such times the MCFD shall respond within an acceptable response time based upon circumstances then and there existing with such equipment and

## **CONTRACT FOR FIRE PROTECTION SERVICES**

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personnel as it deems necessary and is available for the purpose of extinguishing fires and saving lives and property.

3. MCFD shall not, in the selection of its personnel, discriminate by reason of race, creed, sex, age or marital status.
4. MCFD shall maintain a Medical Director who is Board Certified in emergency medicine and pre-hospital care. MCFD agrees to provide emergency medical and paramedic which meets the State of Ohio and/or the MCFD protocols in Clermont and Hamilton Counties.
5. MCFD warrants that it has entered into "Mutual Aid" agreements with each of the organizations listed in Schedule A, attached hereto, which agreements commit said organizations to aid MCFD in the performance of its duties hereunder in the event MCFD judges such aid to be necessary.
6. It is understood and agreed between the parties that there may be times when the MCFD may already be in service at the time a call is received and may require a response from another jurisdiction pursuant to said mutual aid agreement in order to fulfill the obligations of the MCFD to this agreement.
7. MCFD, when operating in accordance with this Contract and while operating within the limits of the City of Milford, shall have the legal status of the MCFD of the City.
8. City covenants not to sue MCFD for any injury or damage to the City, its employees, agents, or inhabitants for any of the following reasons: MCFD had previously been notified of another fire or emergency medical incident, lack of speed in answering any such call, any inadequacies of equipment or faulty operation of emergency medical equipment, firefighting equipment, or failure to extinguish any fire for any cause whatsoever growing out of this Agreement or use of MCFD and the personnel of the said MCFD.
9. MCFD covenants not to sue the City for any injury or damages to MCFD, its personnel, or equipment that may occur during the performance of its stated purpose of extinguishing fires and saving lives and property, or the maintenance and storage of standby emergency equipment by said MCFD. MCFD shall at all times hold City harmless from any loss or damage by reason of the acts of the said Department, its agents, servants, or employees.

10. City shall provide to the MCFD, at the rental fee of \$1.00 (one dollar), during the term of this Agreement, the use of the firehouse building located at 687-B U.S. 50 for the purpose of the MCFD's daily operations and housing of equipment and vehicles used by the MCFD. The MCFD shall be responsible for any upgrades to the building, utilities, and maintenance of the building. The City shall pay the costs of insurance for this building. The MCFD shall be responsible for insuring the contents of the buildings including the equipment and vehicles.
11. MCFD shall provide the City with a complete itemized list of all fire and emergency medical runs attended by the MCFD during the term of this contract said list to be submitted at the end of the term.
12. City shall pay to MCFD the sum of Two Million Eight Hundred Twenty-Five Thousand (\$2,825,000) Dollars for services rendered during the term of this Agreement, payable at the rate of \$235,416.66 per month.
13. It is agreed that the MCFD shall continue to structure its Board of Directors to insure community-wide citizen representation. The Board of Directors shall be comprised of seven (7) members with overlapping terms. The election of the appropriate number of Directors shall be held at the annual meeting each year and the Directors shall serve for three (3) years. If a vacancy occurs on the Board, the present Directors may appoint a successor to serve the remainder of the term. Active MCFD Personnel shall not be eligible to serve as Directors of the MCFD. One of the seven members of the Board shall be the City Manager, or his designee, who shall be a voting member. A member of the Milford City Council shall not be eligible to serve on the Board.
14. MCFD shall provide City with annual audited financial statements filed by July 1 of the following year. A financial accounting report on a monthly basis shall be submitted as directed by the City of Milford and all such financial reporting shall be consistent with and pursuant to the direction of the City Finance Director.
15. The MCFD shall maintain and keep in full force and effect liability coverage on the premises including bodily injury and property damage in the minimum amount of Five Million (\$5,000,000.00) Dollars. The MCFD shall also maintain and keep in full force and effect liability (bodily injury and property damage) and comprehensive collision coverage on any vehicle titled in the name of the MCFD. The City shall be named as additional insured on said policy or policies. The liability insurance coverage as required by this paragraph shall be for a minimum amount



**CONTRACT FOR FIRE PROTECTION SERVICES**

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of Five Million (\$5,000,000.00) Dollars. The MCFD shall maintain Emergency Service Management Liability coverage in a minimum amount of One Million (\$1,000,000.00) Dollars. The MCFD hereby agrees to indemnify and save the City of Milford harmless from any and all accidents, damages and/or other losses occasioned by the operations of the MCFD.

16. The MCFD agrees to maintain Workers' Compensation coverage on its eligible employees and shall furnish proof of said to the City.
17. This Agreement may be terminated prior to its dated expiration date as follows, to wit:
  - a) MCFD dissolves, disbands, or otherwise ceases to function as a going concern;
  - b) Failure of the MCFD to provide services pursuant to and in full accordance with this Agreement;
  - c) Any other breach of this Agreement by MCFD.
18. In the event of a cancellation, termination, or non-renewal of this Agreement due to the dissolution or disbanding of the MCFD or due to MCFD's failure to provide services in accordance with this Agreement then, and in that event, the MCFD shall provide immediate access to the City to all assets, equipment, and property of the MCFD necessary for the City to provide fire protection and emergency medical services to the City in an uninterrupted manner.
19. In the event that the City intends to terminate this Agreement prior to its expiration date due to paragraph 17 (c) set forth above then, and in that event, the City shall give the MCFD written notification of the City's intent to terminate this Agreement prior to its date of expiration. Said notification shall be mailed to the Chief of the MCFD by certified mail and/or personal service at the 687-B U.S. 50 Fire Station and shall state the reasons for said termination. MCFD shall then have ten (10) days from the service on MCFD of said notification to cure the breach and to bring itself into compliance with this Agreement.
20. In the event that the MCFD is unable to cure the breach and bring itself within compliance with this Agreement within the ten (10) days stated hereinabove then, and in that event, the MCFD shall provide immediate access to the City to all assets, equipment, and property of the MCFD necessary for the City to provide fire protection services to the City in an uninterrupted manner.
21. Within thirty (30) days of the cancellation, termination or non-renewal of this Agreement, the MCFD shall take any and all action necessary for the

transfer of all assets titled in the name of the MCFD including equipment, supplies, and vehicles to the City. The City shall thereafter retain all such property as its own, free and clear from any future claim of the MCFD.

22. Should it be necessary for the MCFD to transfer to the City, and should the City subsequently take possession of the equipment, supplies, and vehicles of the MCFD pursuant to paragraphs 18 and 19 of this Agreement then, and in that event, the City shall assume and be solely responsible for the payment of any and all liens and/or encumbrances on said property and the City agrees to indemnify and hold harmless the MCFD and its Board of Directors regarding any said obligations. No liens and/or encumbrances shall be placed on any of the equipment, property, assets, and/or vehicles of the MCFD without the prior written consent of the City.
23. The employees of the MCFD shall be employed by the new MCFD in accordance with the established personnel policy and procedures of the new MCFD.
24. The City and MCFD mutually agree that the funds paid by the City from the Fire and Emergency Medical Services Levy to the MCFD shall be utilized to benefit the citizens, businesses, and the whole community of the City of Milford.
25. This Agreement is the product of the mutual negotiations of the MCFD and the City and its terms and conditions shall not be strictly construed against either party.
26. MCFD shall not partially or wholly assign its rights or delegate its duties under this Agreement without the prior written consent of the City.
27. This Agreement shall be binding on the parties hereto as well as their successors and assigns.

This Agreement shall be in full force and effect on the date signed by the second party to sign.

CITY OF MILFORD, OHIO

\_\_\_\_\_  
Michael Doss  
Milford City Manager

I approve as to legal form:

\_\_\_\_\_  
Bryan Pacheco  
Milford Law Director

\_\_\_\_\_  
Pat Wirthlin  
Milford Finance Director

MILFORD COMMUNITY  
MCFD, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Fire Chief

## SCHEDULE A

### MUTUAL AID AGREEMENT

The Milford Community MCFD maintains mutual aid agreements through both the Fire Chief's Alliance of Clermont County and Hamilton County Fire Chief's Association.

A request for the MCFD aid includes fire and emergency medical or paramedic services and special operation units and/or personnel.

[Mineral Resource Management](#)[Mineral Resource Management](#)[blaster-1- how to get certified](#)[coal-mining-1](#)

## URBAN CANOPY RESTORATION GRANT



Ohio communities have faced a significant decrease in urban tree canopy from invasive insects and disease, extreme weather events, and development pressures. At the height of Ohio's Emerald Ash Borer (EAB) infestation, Ohio lost more than 10,000 acres of urban tree canopy each year, totaling an estimated \$9.3 million net loss in benefits per year. This decline has been offset by federal, state, and local efforts to increase canopy, but much remains to equally restore Ohio's urban tree canopy to pre-EAB levels.

Funds supplied by the USDA Forest Service for this grant program are intended to address the critical need to restore and improve urban forests, reduce stormwater runoff, and reduce the impact of climate change, while building resiliency through tree planting in urban communities where trees are critical to human health.

## Requirements

- Ohio cities, villages, and townships are eligible to submit proposals for tree planting on non-federal, public lands.
- Grant funding requests may be in the range from \$2,500 to \$25,000.
- This is a 50/50 match grant program based on reimbursable costs.
- Federal grant monies awarded under this program will be paid only upon evidence of project completion, and approval of eligible expenses and required 1:1 non-federal match.
- Applications must be submitted by the deadline with all required attachments, to [tyler.stevenson@dnr.ohio.gov](mailto:tyler.stevenson@dnr.ohio.gov)

## Timeline

- Application deadline is **October 14, 2022**.
- Awards announced by **October 27, 2022**.
- Projects must be completed by **December 31, 2023**.

### LAUNCH

Urban Canopy Restoration Grant Application & Instructions [PDF]

### FOR MORE INFORMATION

Questions can be directed to your  
Regional Urban Forester  
or Tyler Stevenson



## URBAN CANOPY RESTORATION GRANT PROGRAM

Federal Grant ID: 21-DG-11094200-135 | 22-DG-11094200-096

### SUBMISSION INSTRUCTIONS AND TIMELINE

Only cities, villages, and townships are eligible to submit proposals for consideration under this competition. Funds supplied by the USDA Forest Service are intended to address the critical need to restore and improve urban forests, reduce stormwater runoff, and reduce the impact of climate change, while building resiliency through tree planting in urban communities where trees are critical to human health. **PLEASE SUBMIT APPLICATIONS TO [tyler.stevenson@dnr.ohio.gov](mailto:tyler.stevenson@dnr.ohio.gov) NO LATER THAN OCTOBER 14, 2022.** Supporting documents may be included with the application form. Applicants will be notified of funding status by October 27, 2022. Projects must be completed by December 31, 2023.

### GRANT PROGRAM GOALS

- To contract with local governments for the purchase and planting of trees on land owned or controlled by local governments.
- To restore community tree canopy with large-stature trees and promote species diversity.
- To reduce stormwater runoff, maximize filtration of overland flow, and improve watershed health.
- To enhance the quality of life in participating cities, villages, and townships.
- To promote urban forestry benefits through the proper planting and care of trees.
- To strengthen and support existing comprehensive community tree care programs.
- To ensure that urban forests provide communities with clean air and water, increased property values, wildlife habitat, and reduced erosion, stormwater runoff, and energy demands.
- To promote Ohio's nursery, arboriculture, and landscape industries through tree purchase and installation contracts.

### GENERAL INFORMATION

- Only Ohio cities, villages, and townships are eligible to submit proposals for tree planting on non-federal, public lands.
- **Applications MUST include:**
  - A signed statement from a designated community official (Mayor, Manager, Administrator, Service Director, etc.) certifying responsibility for the maintenance of the plantings.
  - A letter of support from the local tree board/commission. In the absence of a tree commission, a support letter from the full-time urban forester may substitute.
  - An authorizing resolution by council.
  - The community's [Unique Entity ID \(UEI\)](#). Must have *active* registration status in [SAM.gov](#)
  - The community's State of Ohio [Supplier ID Number](#)
  - Completed application form
- Grant requests may range from \$2,500 to \$25,000 and **MUST** be matched equally, dollar for dollar.
- Federal grant monies awarded under this program will be paid only upon evidence of project completion and approval of eligible expenses and required 1:1 non-federal match.
- All projects must conform to the USDA Forest Service Eastern Region [Tree Planting Guidelines](#).
- All trees must be selected, planted, and maintained according to the [ONLA & Division of Forestry Tree Planting Specifications](#), American National Standards Institute (ANSI) [Z60.1](#) and [A300 Standards](#), and the [ISA Best Management Practices](#).
- Subcontracted firms must have appropriate insurance and Workers Compensation.
- Application approval will be based on evaluation criteria and previous grant performance.
- ODNR reserves the right to suggest modifications to the scope of work and reduce grant awards as necessary.

## URBAN CANOPY RESTORATION GRANT PROGRAM

Federal Grant ID: 21-DG-11094200-135 | 22-DG-11094200-096

### EVALUATION CRITERIA

Provide a scope of work in the space provided that describes the project objective, planting locations, and tree quantity, caliper, and species. Detail the standards you will use for site selection, site prep, and nursery stock selection, planting, and care. Specify the personnel, their qualifications and experience, and who will be responsible for supervising the project. Your application will be evaluated on how well it addresses the following:

1. How the proposed project aligns with a local or regional plan (urban forest management, climate action, watershed, green infrastructure, tree equity, etc.).
2. A legally responsible department and citizen commission charged with the development and administration of a comprehensive community tree care program.
3. A community tree care ordinance which, at a minimum, describes public policies for the establishment, maintenance, protection, and/or removal of public trees.
4. How is the tree commission/board involved with this project?
5. An ongoing urban forestry program funded by a minimum of \$2.00 per capita.
6. How will the project trees be maintained during the establishment period?
7. How is the project designed to improve the species diversity of your urban forest resource?
8. How are the selected species appropriate for the site?
9. How are public utilities appropriately considered?
10. If the site needs to be modified to ensure a successful planting, how will this be accomplished?
11. How do the selected planting sites provide maximum public access and impact?
12. How will project trees be replaced if they die outside the guarantee period?

### PROPOSAL RATING

Your proposal will be evaluated and ranked by the Urban Forestry Assistance Program. The criteria listed below will be used to rate each project. A multiplier assigned to each criterion will be used to determine a project's final score; the highest possible score is 230.

Criteria: (Rated from 0 - 5)	Multiplier	Highest Possible Score
1. Planning Priority	5	25
2. Legal Authority	5	25
3. Tree Ordinance	5	25
4. Tree Commission	5	25
5. Program Funding	4	20
6. Establishment Maintenance	4	20
7. Species Diversification	4	20
8. Species Selection	4	20
9. Utility Considerations	3	15
10. Site Modifications	3	15
11. Public Access/Impact	2	10
12. Replacement Budget	2	10
<b>TOTAL</b>		<b>230</b>

If you have questions regarding the types of planting projects or components that may be considered, please contact your [Regional Urban Forester](#) or Tyler Stevenson at [tyler.stevenson@dnr.ohio.gov](mailto:tyler.stevenson@dnr.ohio.gov).



## URBAN CANOPY RESTORATION GRANT PROGRAM

Federal Grant ID: 21-DG-11094200-135 | 22-DG-11094200-096

### ALLOWABLE COSTS

In general, funds may be spent on purchasing, planting, and protecting trees during establishment. Associated administrative costs are eligible. Construction costs (installing permanent structures) are not allowable, but some costs, such as protective fencing and watering systems for new trees, may be approved if proven necessary to ensure the survival of the planted trees.

### ELIGIBLE MATCHING COSTS

All grant funds **MUST** be matched at least equally, **dollar for dollar**. Match may include in-house services, additional tree purchases, contract installation, acceptable administrative costs, and volunteer assistance directly related to the proposed tree planting. While other Federal dollars or technical support may contribute to the project, they may not be used to match the Urban and Community Federal grant program dollars. The match must be met by eligible and allowable costs and is subject to match provisions in grant regulations ([Code of Federal Regulations Title 2 Part 200.306](#) and [Subpart E for Cost Principles](#)). Match must meet all the same requirements as the Federal share and be documented sufficiently to support financial tracking and accountability. See the USFS [Matching Funds](#) document for more guidance. Future maintenance beyond the establishment period and any project costs incurred prior to the formal approval of this proposal are **ineligible** for matching purposes.

### PAYMENT

Payment shall be made only to the contracted community for invoices paid by the city/village/township. Communities can expect payment within 45 days after the Ohio Department of Natural Resources' receipt of completed reimbursement forms containing valid invoice(s) and/or canceled check(s). Only one reimbursement payment will be made to the contracted community upon completion of all phases of the project and successful inspection by an Ohio Division of Forestry Regional Urban Forester. Only costs associated with the planting of trees along public rights-of-way or on other public lands are eligible for reimbursement.

### AWARD AND EXECUTION OF CONTRACT

The highest rated community proposals, based on stated criteria and minimum requirements, will be recommended for funding with available monies. Following approval from the Director of the Ohio Department of Natural Resources, applicants will be notified of their status by October 27, 2022.

An agreement shall be signed by the successful grant recipient and returned promptly to the Ohio Department of Natural Resources, Division of Forestry for final execution. Receipt of a fully executed agreement will serve as official notification for the community to begin their project. *Do not start the approved project or incur any match costs prior to receiving a fully executed agreement.*

Awarded communities will be required to attend **one of four** virtual kick-off meetings offered on:

**November 3 @ 9AM or 1PM**

**OR**

**November 9 @ 9AM or 1PM**

**URBAN CANOPY RESTORATION GRANT PROGRAM  
APPLICATION FORM**

**Grant Applicant:** \_\_\_\_\_

**Unique Entity ID#** \_\_\_\_\_ **State of Ohio Supplier ID#** \_\_\_\_\_

**Project Lead:** Provide the contact information of the grant administrator for the project.

**Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Funding Requested: \$** \_\_\_\_\_ **County:** \_\_\_\_\_

**Budget:** Complete the budget table and provide a budget explanation that outlines the proposal request and includes the specifics of the cost share match.

Budget Items	Funding Request (\$)	Match Amount (\$)	Budget Detail/ Source of Match
Personnel			
Fringe			
Equipment			
Supplies			
Contractual Services			
Administrative			
Volunteer			
Other			
<b>TOTAL</b>	\$ 0.00	\$ 0.00	

**Budget Explanation:** Provide additional information that will help clarify your budget request. For example, partner contributions or details on expected expenditures.

## URBAN CANOPY RESTORATION GRANT PROGRAM

### APPLICATION FORM

**Scope of Work:** Provide a detailed narrative that addresses each of the evaluation criteria.

**URBAN CANOPY RESTORATION GRANT PROGRAM  
APPLICATION FORM**

Scope of Work continued:

**Checklist for a completed application:**

- |   |   |
|---|---|
| <input type="checkbox"/> Letter of support from tree commission           | <input type="checkbox"/> <a href="#">Unique Entity ID</a> (UEI) with <i>active</i> registration status in <a href="#">SAM.gov</a> |
| <input type="checkbox"/> Authorizing council resolution                   | <input type="checkbox"/> Signed statement certifying responsibility for maintenance   |
| <input type="checkbox"/> State of Ohio <a href="#">Supplier ID Number</a> |   |

**IF ANY OF THESE ITEMS ARE MISSING YOUR APPLICATION WILL BE EXCLUDED FROM CONSIDERATION.**