



RESOLUTION #25-03-026

**A RESOLUTION AUTHORIZING THE REMOVAL AND PRUNING OF TREES
ALONG SINGER ROAD BY HARRISON'S PRO TREE SERVICE AT A COST OF \$7,400**

The Bethel Township Board of Trustees, Bethel Township, Miami County, Ohio met in Regular session on the 4th day of March, 2025 at the offices of the Bethel Township Trustees with the following Trustees being present: Kama Dick, Julie Reese, and Beth van Haaren.

Trustee Dick moved for the adoption of the following resolution:

WHEREAS, Singer Road in Bethel Township, Miami County has a stretch that is covered by large trees which affects the quality of the pavement and, in some cases, poses safety concerns; **AND**

WHEREAS, resolution #24-07-072 authorized SavATree to perform removal and pruning of trees at the recommendation of Five Rivers MetroParks; **AND**

WHEREAS, Five Rivers MetroParks has subsequently recommended Harrison's Pro Tree Service to perform the work at a savings of \$2,635 to Bethel Township; **AND**

WHEREAS, Bethel Township would like to remove the trees along our road, but MetroParks, the owner of the trees, would like to remove some and prune some. **THEREFORE**

BE IT RESOLVED the Board of Trustees of Bethel Township, Miami County authorizes Harrison's Pro Tree Service to remove five (5) trees and remove low limbs for eight (8) trees per their recommendation at a cost of seven thousand four hundred dollars and zero cents (\$7,400.00).

Trustee Van Haaren seconded the motion and the Board voted as follows upon roll call:

Vote:	Trustee Kama Dick	<u>Y</u>	<u>Kama Dick</u>
	Trustee Julie Reese	<u>Y</u>	<u>Julie Reese</u>
	Trustee Beth vanHaaren	<u>Y</u>	<u>Beth van Haaren</u>

CERTIFICATE OF RECORDING OFFICER

I, Rhonda Ross, do hereby certify that the foregoing is a true and correct copy of **RESOLUTION #25-03-026** adopted by the Board of Trustees of Bethel Township, Miami County on the **4th DAY OF MARCH, 2025**, and that I am duly authorized to execute this certificate.

Rhonda Ross
Rhonda Ross, Fiscal Officer
Bethel Township, Miami County



Harrison's Pro Tree Service
 4107 Routt Ln
 Franklin, OH 45005

Proposal #6270
 Created: 02/20/2025
 From: Denise

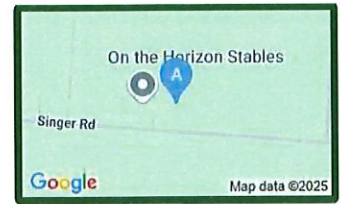
Proposal For

Five Rivers Metro Park
 7245 Singer Rd
 Dayton, OH 45424

mobile: 9376685037
Kevin.Ptacek@metroparks.org

Location

7245 Singer Rd
 Dayton, OH 45424



Five Rivers Metro Park

Terms
 Net 30

ITEM DESCRIPTION	QUANTITY	AMOUNT
<p>1-10) Tree Pruning and Removal Remove or trim specified trees below. Trees will be dropped into woods area where possible. Damage to other trees in drop zone may be damaged. Any debris dropped into the road area will be moved to the woods area or chipped into the woods. Road will be cleaned up and blown. All logs will be dropped and cut into 20 ft sections. Stumps will be flush cut low. Wood will be piled along edge of wood line. Haul away is NOT Included. Only roadways will be cleaned of debris.</p> <p>Trees have been marked on the map that Kevin provided.</p> <ol style="list-style-type: none"> 1. Remove marked Oak. 2. Remove low limbs from Oak over road and deadwood. 3. Remove low limbs from Oak over road and deadwood. 4. Remove marked Oak. 5. Remove marked Oak. Also remove low limbs and dead limbs over road from Oak behind it. 6. Remove marked Oak. 7. Remove low limbs from Oak over road and deadwood. 8. Remove low limbs from Oak over road and deadwood. 9. Remove low limbs from Oak over road and deadwood. 10. Remove marked Maple. 11. Remove low limbs from Oak over road and deadwood. 12. Remove low limbs from Oak over road and deadwood. 	1	\$ 7,400.00

<p>Access There are 2 staging areas for equipment that are also marked on the map.</p>	1	\$ 0.00
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Harrison's Pro Tree Service
 4107 Rouutt Ln
 Franklin, OH 45005

Proposal #6270
 Created: 02/20/2025
 From: Denise

Bethel Township will provide the traffic control to allow us to shut down one lane.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$ 7,400.00
SALES TAX	\$ 0.00
TOTAL	\$ 7,400.00

Signature

x 

Date: 3/4/25

Please sign here to accept the terms and conditions

Assigned To	Sales Reps
Denise	Denise
harrisonsprotree@gmail.com	harrisonsprotree@gmail.com





It is agreed by and between Harrison's Pro Tree Service LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Preparation before our arrival:

Grass must be mowed 1-3 days prior to our scheduled arrival. If the grass is unmaintained a fee of \$175 will apply per work area

Dog and Animal Feces must be picked up prior to our arrival on the day or day prior to the scheduled work. A fee of \$150 will apply per work area if there are feces present. Or could result in a cancellation fee of \$200.

Patio Furniture, yard ornaments, flower pots, grills, etc. must be moved from the work area prior to our arrival. A fee of \$75 will apply per work area. If assistance is needed please discuss with us prior.

Please have all cars, trailers, etc. moved from the driveway or work areas prior to our arrival.

Insurance by Contactor: Harrison's Pro Tree Service LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Worker's Compensation as required by law. Certificates of coverage are available upon request.

Scheduling/ Cancellation: Harrison's Pro Tree Service LLC will arrive on scheduled performance date. Schedules are contingent upon weather, accidents, and other delays beyond our control, and shall not be liable for damages due to those delays. Harrison's Pro Tree Service LLC requests that the authorizing party provide an advance notice for cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$200.00 for incurred expenses.

Workmanship/Performance: Harrison's Pro Tree Service LLC professionals are trained and working under direct supervision thereof. Training is based upon materials from organizations such as International Society of Arboriculture and Tree Care Industry Association. All work will be performed professionally, with the appropriate tools and equipment for proper job completion. All equipment and work performed will be in full compliance with the most current revision of the American National Standards Institute (ANSI Z133.1) Standard for tree care operations. (Copies

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can be obtained for a fee by contacting the International Society of Arboriculture or the Tree Care Industry Association.)

Safety: Harrison's Pro Tree Service LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.2 industry safety standards. **The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader onsite.**

Debris Removal: All debris from tree trimming and tree removal operations shall be cleaned up each day before the work crew leaves the site, unless otherwise coordinated by the client and crew leader or in the case of some emergencies. In some instances we may be called out because a tree is on a house, car, etc. Sometimes we are called out in the middle of the night or during stormy weather. In some instances we will remove the tree or debris from the car, house, etc. and then leave the debris to be cleaned up the next day or when weather is permitting. Upon completion lawn area will be raked, street and sidewalks blown, and all brush, branches, and logs removed from the site, unless otherwise specified.

Stump Removal: A commercial stump grinder will be used to remove stumps to depth of 6-8" Inches below ground unless otherwise stated in the proposal. Unless specified in the proposal, stump removal is not included in the price quoted. Surface and subsurface roots beyond the stump are not removed unless specified in the proposal.

Additional Work: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

Unmarked Homeowner Installed Utilities: Harrison's Pro Tree Service LLC is not responsible for damages to homeowner installed underground sprinklers, drain lines, invisible fences, lighting, or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed. When needed Harrison's Pro Tree Service will contact 811 before digging to mark underground energy lines and pipes.

Lawn & Surfaces Damage/Repair: Harrison's Pro Tree Service LLC will attempt to minimize all disturbances to the customer's lawn and surfaces. Tracking systems will be used when needed. However Harrison's Pro Tree Service LLC must utilize vehicles & equipment to perform tree care services. Harrison's Pro Tree Service LLC shall not be liable for damages to landscaping, sod, plant material in the execution of

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its work or causes beyond their control (Examples: Ruts in yard due to wet conditions, limbs falling on flowerbeds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.).

Ownership: The authorizing party warrants that all trees listed are located on the customer's property and if not, that the authorizing party has received full permission from the owner to allow Harrison's Pro Tree Service LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Harrison's Pro Tree Service LLC for any damages or costs incurred from the result thereof.

Pedestrian/Vehicular Safety: Harrison's Pro Tree Service LLC is solely responsible for pedestrian and vehicular safety control within the worksite. Harrison's Pro Tree Service LLC shall provide the necessary warning devices, barricades, and ground personnel required to ensure the safety, protection and warning of pedestrian and vehicular traffic within the area.

Licenses/Permits: Harrison's Pro Tree Service LLC will perform specified work under this contact to comply with all applicable local state and federal codes, rules and regulations. The customer/property owner shall be responsible for obtaining and paying for necessary permits and approval from local HOA and other governing entities.

Insurance/Indemnity: Harrison's Pro Tree Service LLC is insured for liability resulting from injury to persons or property, and all its employees are covered by Worker's Compensation Insurance. The parties herein agree that in no instance may the customer seek damages in excess of Harrison's Pro Tree Service LLC policy liability. Further, once work is completed by Harrison's Pro Tree Service LLC under this contract, owner agrees to indemnify and hold harmless Harrison's Pro Tree Service LLC and its agents for any injury, loss or expense associated with work performed or in any way related to services performed with this contract.

Completion of Contract: Harrison's Pro Tree Service LLC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays due to inclement weather, labor or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full upon completion of the work. Failure to remit full payment within the payment terms will result in a finance charge of 18.99% per year compounded monthly. Payments not received within 10 days will assess a 10% late fee. Payments not received within 90 days may be turned over to collections.

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Types of Payment: Cash, Checks, Cashier's Check, Visa, Mastercard, and Discover are all accepted. A 3.5% convenience fee will be added to all credit card payments unless otherwise agreed and specified in the proposal.

Returned Check Fee: There will be a \$35.00 fee charged for all checks returned to our office for in-sufficient funds.

Governing Laws: The terms and conditions of this contract shall be interpreted and governed according to the laws of the State of Ohio; venue and jurisdiction shall be limited exclusively to the District Court of Warren County, Ohio.

Please Sign Below Acknowledging that you have read and agree to the above stated terms and conditions.

Signature: Cody Smith

Date: 2/4/25

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HARRSPR-01

NWALSH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2022

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

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

PRODUCER Cincinnati Insurance Company Cincinnati Customer Care Center P.O. Box 145496 Cincinnati, OH 45250-5496	CONTACT NAME: Natalie Walsh PHONE (A/C, No, Ext): (877) 687-1291 FAX (A/C, No): (513) 881-8114 E-MAIL ADDRESS: CincinnatiCerts@cinfn.com
INSURED Harrisons Pro Tree Service LLC 3387 SHAKER RD FRANKLIN, OH 45005-9703	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10677

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		LIMITS	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		ENP 0024247	6/2/2022	6/2/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
							\$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ENP 0024247	6/2/2022	6/2/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION S					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE	
						OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COVERAGE TERRITORIES AS DEFINED IN AA101

CERTIFICATE HOLDER	CANCELLATION
FOR REFERENCE ONLY FOR REFERENCE ONLY FOR REFERENCE ONLY FOR REFERENCE ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Natalie Walsh</i>



Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
01671276

Period Specified Below
07/01/2024 to 07/01/2025

Harrison's Pro Tree Service, Inc.
3387 SHAKER RD
Franklin OH 45005-9703



www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

Siler Property Tree Pruning and Removal Scope of Work

Purpose and Background:

The purpose of this project is to remove limbs and failing trees that will have a negative impact on the condition and traffic flow and decrease shading along the pavement of the southern portion of Singer Road adjacent to Five Rivers MetroParks property in Bethel Township, while preserving trees that are in good condition that provide high ecological value. Project oversight will be conducted by Five Rivers MetroParks, but the contract will be funded and facilitated by Bethel Township.

Project Timeline:

Since this project scope includes dormant pruning, the timing of the completion of this project should be based on best management practices for dormant pruning. This project should be completed after temperatures are consistently well below freezing, but prior to “bud break” (Late February to Mid-March).

Scope of Work:

MetroParks representatives identified twelve trees that need to be addressed to preserve the condition of this specific portion of Singer Road. Each of the twelve trees are identified along with their diameter at breast height (DBH), identified work type, and specified description of work. All trees are identified with a sequential number in the table (Attachment 1) and the work plan (Attachment 2). All staging of equipment must take place on MetroParks property. Staging locations are identified on the work plan. If equipment needs to be staged on the shoulder or in the right of way, an adequate maintenance of traffic plan (MOT) must be developed and adhered to by the contractor.

Five of the twelve trees identified are marked for removal. Any additional trees needed to be removed for any purpose related to this work will need to be approved by a MetroParks representative prior to being removed. This includes any trees that are marked for pruning. Any additional limbs needed to be trimmed based on the contractor’s expertise can be

completed as needed. A MetroParks representative will be on site during work activities to answer any questions or assess any deviations to the work plans if needed.

Attachment 1: Tree List

OBJECTID	Species	DBH	Tree_Notes	Work_Required
1	Pin Oak	28.8	Save live lead if possible	Removal
2	Pin Oak	28.8	Remove dead limbs prune over road	Prune
3	Pin Oak	26.5	Remove dead limbs prune over road	Prune
4	White Oak	22.9	Car strike decline remove	Removal
5	White Oak	10.7	Decline close to road edge	Removal
6	White Oak	13.9	Decline near road	Removal
7	Pin Oak	14.5	Remove dead limb	Prune
8	Pin Oak	28.9	Prune declining limbs over road	Prune
9	Pin Oak	25.9	Prune dead limbs over road	Prune
10	Sugar Maple	8.5	Collateral tree close to road	Removal
11	Pin Oak	34.8	Remove dead limbs prune over road	Prune
12	Pin Oak	44.7	Prune large limbs over road	Prune

Attachment 2: Work Plan



Siler Property Selective Tree Pruning and Removal Work Plan

This map outlines the location and work type for each targeted tree, as well as staging locations for equipment. A Five Rivers MetroParks employee will be onsite to monitor work. Any collateral trees needed to be removed not identified on this list or the attached table will need to be approved by a Five Rivers MetroParks representative.

Legend

- Staging
- Tree Points**
- Work Required**
- Prune
- Removal