

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - August 13, 2024

1. Opening of Meeting
2. Executive Session 6PM
3. Pledge of Allegiance 7PM
4. Meditation (Moment of Silence)
5. Approval of Minutes
6. Public Hearings
 - a. Case CZC - 24-6 Major Amendment to FDP for 8640 Colerain Avenue
7. Presentations
 - a. Presentation of Updated TIF Financial Plan
8. Citizens Address
9. Administrative Reports
10. Trustees' Report
11. New Business
 - Public Safety
 - a. Resolution Declaring Nuisance and Ordering Abatement
 - b. Resolution Declaring a Junk Motor Vehicle - 11979 Wincaton Dr.
 - c. Motion Authorizing Township Administrator to Execute Agreement with Duke Energy for Station 102 Site work for \$13,929.70
 - d. Motion Authorizing Revision of Resolution (57-24) Authorizing Cost Recovery for Fire and Rescue Services at Motor Vehicle Crash Incidents

Involving Non-Residents

- e. Motion Authorizing the Township Administrator to Execute a Contract with Fire Recovery USA for Cost Recovery of Fire and Rescue Services for Motor Vehicle Crash Incidents Involving Non-Residents

Public Services

- a. Resolution to Prepare and Submit an Application for an Ohio Public Works Commission (OPWC) Grant and to Execute Contracts as Required

Development

- a. Motion to Set Public Hearing on Case CZC 24-8: Text Amendment to all Articles of the Colerain Township Zoning Resoution on August 27, 2024 at 7PM

Administration

- a. Resolution Authorizing the Adoption of Amended Appropriations

12. Old Business

13. Consent Items

- a. Contract - Hamilton County - Grant for Sears Demolition Plan - No Cost
- b. Contract - NWLSD - CPR Training - No Cost
- c. Contract - Colerain Youth Football and Cheer - Equipment Shed Lease - No Cost
- d. Contract - Duke Energy - Station 102 Easement - No Cost
- e. Contract - Alpine Valley Pure Service - Water Cooler Service for Training Center - \$156.80/quarter- 24 months
- f. Contract - University of Louisville - Southern Police Institute Training Course - No Cost



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g. Contract - AEP - Gas Aggregation - \$0.5894 / ccf - One Year Term

h. New Hire - Recruit - Department of Fire and EMS - \$16.50 per hour

14. **Fiscal Office Report**

15. **Executive Session** – if needed

16. **Adjournment**

PUBLIC HEARINGS

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Case CZC - 24-6 Major Amendment to FDP for 8640 Colerain Avenue

Recommend opening the public hearing.

Rationale:

The Colerain Township Zoning Commission recommended approval of the proposed Major Amendment to a Final Development Plan at 8640 Colerain Avenue which was presented at a public hearing to the Colerain Township Zoning Commission on July 16, 2024 as case CZC-24-6. This public hearing will provide the Trustees with background on this item. The staff report on this case is attached.



Staff Report:	Zoning Commission
Case #	CZC-24-6
Request:	Final Development Plan
Location:	8640 Colerain
Meeting Date:	July 16, 2024
Prepared by:	David Peters Senior Planner

Request:

The applicant, James Wason of McGill Smith Punshon, Inc., representative for the property owner(s), DWSB, LLC, is requesting:

1. Major Amendment to Final Development Plan ZA1967-07 to rezone an adjacent 0.42 acre parcel (510-0093-0071-00) located at 8640 Colerain Avenue from B-2 to PD-B and include the rezoned parcel in the existing Planned Development.
2. Construction of a new car wash upon the site.

Site Description:

Tract Size:	0.42 AC (Plus 2.77 AC existing in Planned Development)
Frontage:	New: Approx. 99 feet along Colerain Av. Existing: Approx. 321 feet along Colerain Av.
Topography:	Mostly Flat
Existing Development:	Automotive Sales / Service

Surrounding Conditions:

	<u>ZONE</u>	<u>LAND USE</u>
North:	"B-2"	Business
South:	"B-2"	Business
East:	"B-2"	Business
West:	"B-2"	Business

Case Summary:

In this request for Major Modification, the applicant is seeking approval to rezone from B-2 to PD-B a 0.42-acre parcel (510-0093-0071-00), which is located at 8640 Colerain Avenue, and to amend the above referenced existing Planned Development containing the Jeff Wyler Nissan automobile dealership, located at 8680 Colerain Avenue, to include the 0.42-acre parcel. The 0.42-acre parcel was previously utilized for many years as a Suzuki

automobile dealership. A building located on this parcel was razed in 2022. At present, the site is a vacant lot.

Proposed for this site is a 3750 square foot automated car wash facility that will include thirteen self-service vacuum stations. The layout provides a stacking length of at least 20 vehicles without impacting traffic on Sovereign Drive. Normal hours of car wash operation are anticipated to be 8am to 8pm, generally following the same hours of operation as the Nissan dealership. Operation hours will be reduced during winter months.

Landscaping conforming to Township requirements is provided within the site and along Sovereign Drive and Colerain Avenue. Existing lighting will be replaced with LED lighting that will be shielded to limit trespass on to the adjacent properties.

All required documents have been submitted and reviewed by Senior Planner David Peters and Development Director David Miller.

Case History:

On February 14, 1968, the Hamilton County Board of Commissions, agreeing with the Hamilton County Rural Zoning Commission, approved a Final Development Plan for the property located at 8640 Colerain Avenue. This development is currently and commonly referred to as "Jeff Wyler Nissan". This Final Development Plan was approved prior to the establishment of the Colerain Township Zoning Commission and has remained relatively unchanged from the date of the approval of the Final Development Plan in 1968.

Original conditions of ZA1967-07, for reference:

1. Illumination of parking areas and buildings will be of sufficient intensity to prevent damage and nuisance of the property and so installed and directed as not to reflect upon adjacent residential zones. Intermittent, revolving or flashing lights are specifically prohibited.
2. A six (6) foot high chain-link fence with ten (10) foot area for planting immediately inside the fence will be provided along the easterly property line of parcels 70 and 98. Said planting shall consist of tight screen of multiflora roses planted in a staggered fashion three feet apart and having a minimum height of 2' - 3' at the time of planting.
3. A six (6) foot high chain-link fence with ten (10) feet of planting will be provided along the north property lines of parcels 69 and 70. Said fence will set back ten (10) feet south of said property lines on McGill Lane, with planting provided outside of the fence.

4. Access driveways shall be limited to two locations, one on Colerain as shown on the plan, the other on McGill within the limits of parcel 64; provided, however, that should the opposite frontage on the north side of McGill be similarly changed allowing access on McGill opposite the subject amendment parcels 69 and 70 only. The driveway may be relocated as requested by applicant.
5. The treatment of the remainder of the frontage of parcel 64 along McGill shall be such as to create an attractive aspect along this frontage by means of alternate areas of greenery and parking, with the light standards located on planted areas of suitable size for this purpose.
6. Parking and storage areas will be paved of bituminous material to provide a well-drained, dust-free, all-weather surface.
7. The manner of treating surface drainage shall be subject to review and approval of the County Sanitary Engineer.

Applicable Zoning Regulations:

It is Staff's opinion that the following are the primary Articles of the Colerain Township Zoning Resolution that are of most importance in the circumstances presented in this case:

9.3 "PD" – Planned Development District

9.3.1 Purpose

The purpose of the PD Planned Development District is to:

- (A) Allow for flexibility in the zoning requirements where the result will be a higher quality development;
- (B) Provide for and locate suitable recreational facilities, open space, and other common facilities, while preserving the existing landscape to the greatest extent possible;
- (C) Encourage sound planning principles in the arrangement of buildings, the preservation of open space, the utilization of topography and other site features;
- (D) Obtain creative and coordinated designs in harmony with surrounding uses and allow procedures supplemental to those applicable in other use districts to establish under which development plans particularly designed to meet the objectives of this section; and
- (E) Allow for creative development that conforms to the goals and objectives set forth in the Colerain Township Comprehensive Plan.

4.5.3 Approval Criteria

(B) Approval Criteria for a Final Development Plan

The following criteria shall serve as conditions that should generally be satisfied before the approval of the final development plan:

- (1) Appropriate arrangements with the applicant have been made to ensure the accomplishment of the public improvements and reservation of common open space as indicated on the preliminary development plan and final development plan. If deemed necessary by the Board of Township Trustees during the preliminary development plan approval process, this assurance may require that the Board of Township Trustees require a bond to ensure the successful and proper completion of such improvements.
- (2) The proposed detailed final development plan for an individual section of the overall PD District is consistent in contents (building location--as applicable, land uses, densities and intensities, yard requirements, and area and frontage requirements) with the approved preliminary development plan, the Colerain Township Land Use Plan, and the Colerain Township Comprehensive Plan.
- (3) Each individual phase of the development can exist as an independent unit that is capable of creating an environment of sustained desirability and stability, or that adequate assurance will be provided that such objective can be obtained.
- (4) That any part of the planned development not used for structures, parking and loading areas, or streets, shall be landscaped or otherwise improved; or if approved by the Zoning Commission, left in its natural state.
- (5) That any exception from the design standards provided in the PD District is warranted by the design and amenities incorporated in the detailed final development plan.
- (6) That the internal streets and thoroughfares proposed are suitable and adequate to accommodate the anticipated traffic within and through the development.
- (7) That the detailed final development plan is consistent with the intent and purpose of Article 1 of this Resolution.
- (8) The final development plan has been transmitted to all other agencies and departments charged with responsibility of review.

Imagine Colerain Comprehensive Plan

Land Use Findings – (pg. 43)

“The public’s main focus as it relates to Land Use seems to align with the Township’s previous yearly ambitions of beautification, greenspace improvement, and connectivity.”

“It is of importance to the community to promote land uses that protect the unique features of each character area, while also allowing flexibility for new ideas and techniques that meet changing demands.”

Land Use Analysis –

Goals

1. Overall, apply land use designations within Colerain to enhance and connect assets both within the Township’s borders and beyond, such as significant public and open spaces, commercial nodes, and unique character areas.

Strategies / Initiatives (pg. 44)

“Explore more opportunities for parks/greenspace (regional assets) and utilize existing greenspaces as a buffer between low-density neighborhoods and high-density development patterns; identify opportunities to create a larger connected network of greenspace, both locally and regionally.”

2. Prioritize land uses along Colerain Avenue that will position it as an “urban connector,” specifically at major intersections and nodes of activity.

Staff Findings:

Based on the proposed site plan, the applicant’s submittal letter, Staff’s interpretation of the Colerain Township Zoning Resolution, the Review Criteria, the Approval Criteria, and the Comprehensive Plan as listed above, Staff finds that the plans for Major Modification of the Final Development Plan are consistent with the goals of the governing zoning documents that exist for the Township.

Staff finds that the business owned by DWSB, LLC. (Jeff Wyler Nissan) completely surrounding 8648 Colerain Avenue on three sides is concerning. To ensure that the business operations at 8648 Colerain Avenue are not impeded upon, the intensity of the union of the parcels owned by DWSB, LLC. into the same Planned Development should be minimized. For this reason, references to Nissan (or any future specific automotive brand) should be absent from 8640 Colerain Avenue. The proposed car wash and the automotive sales / service operations should appear independent, so long as 8648 Colerain Avenue is not part of the Planned Development.

Staff Recommendation:

Staff recommends for APPROVAL of the Major Modification to the Final Development Plan as submitted subject to the following conditions:

Conditions:

1. Façade massing shall be required along both the north and south sides of the new structure. Both façades shall incorporate one or more of the following every 40 feet upon each façade:
 - Wall offsets of at least 2 feet in depth, each with a width of at least 20 feet, or
 - Significant material changes, or
 - Significant architectural design features.
2. The ground mounted sign shall be a monument sign with no reference to any specific car brand. The ground mounted monument sign shall be no taller than 8' with a stone or masonry base. The base shall be landscaped with a 5' landscaping radius surrounding the sign.
3. Relocation of trash enclosure for the car wash to be at least 25 feet from all property lines.
4. No references to specific automotive brands, including 'Nissan' should be placed upon the site.

Respectfully submitted for the Colerain Township Zoning Commission's consideration,

A handwritten signature in black ink that reads "David Peters". The signature is written in a cursive, flowing style with a horizontal line underneath the name.

David Peters

Senior Planner

**APPLICATION FOR ZONE MAP AMENDMENT
REQUIRING A PRELIMINARY DEVELOPMENT PLAN
or MAJOR AMENDMENT TO A FINAL DEVELOPMENT PLAN
COLERAIN TOWNSHIP ZONING COMMISSION
4200 SPRINGDALE ROAD
CINCINNATI, OH 45251**

Case No.: ZA Date Filed: 6-06-2024
Date of Preliminary Hearing (if applicable): _____
Request Change from: B-2 to: PD-B
Township: Colerain Book: 510 Page: 0093 Parcels: 0071
Physical location of property (address or brief description if no address assigned):
8640 Colerain Avenue (parcel to be rezoned to PD-B)
8680 Colerain Avenue (address of existing PD-B)

Name of Applicant: DWSB, LLC
Telephone No.: 513-752-7450 Email Address: ~~prini@wyler.com~~
PAUL.RINI@JEFFWYLER.COM
Address: 401 Milford Parkway, Suite A
City: Milford State: OH Zip: 45150

*Name of Owner(s): DWSB, LLC
Telephone No.: 513-752-7450 Email Address: ~~prini@wyler.com~~
PAUL.RINI@JEFFWYLER.COM
Address: 401 Milford Parkway, Suite A
City: Milford State: OH Zip: 45150

Name, address and parcel number of each property owner of record within the proposed amendment area:

1. 510-0093-0071 DWSB, LLC, 401 Milford {Parkway, Suite A, Milford, OH 45150
2. Existing PD-B parcels that parcel 0071 will join are: 510-0093-0099, 0097, 0242, 0092, 0241,
3. 0240, 0239, 0238, 0237, 0236, 0235. All owned by DWSB, LLC

(attach separate sheet if necessary for additional parcels)

Signatures: _____
Applicant: X  Date: 6/3/2024
*Owner: X  Date: 6/3/2024
*Owner: _____ Date: _____

Filing fees shall accompany the application. Make check payable to: *Colerain Township Board of Trustees*.

Filing fee: _____ Legal notices: _____ Cert. Mail: _____ TOTAL: _____

THERE SHALL BE NO REFUND OR PART THEREOF ONCE PUBLIC NOTICE HAS BEEN GIVEN.

*Although the Applicant need not be the same as the Owner(s), the Owner(s) shall co-sign for an amendment.

June 5, 2024

Mr. David Peters, Senior Planner
Colerain Township Department of Planning & Zoning
4200 Springdale Road
Colerain Township, Ohio 45251

Re: Jeff Wyler Honda – Rezoning of 8640 Colerain Avenue and
Proposed Amendment to 8680 Colerain Avenue PD-B

Dear Mr. Peters:

On behalf of the Jeff Wyler Dealer Group and DWSB, LLC, we are pleased to submit the attached application to rezone from B-2 to PD-B a 0.42-acre parcel identified as Tax Parcel 510-0093-0071 located at 8640 Colerain Avenue and to amend an adjoining existing PD-B district containing the Jeff Wyler Nissan automobile dealership, located at 8680 Colerain Avenue, to include the 0.42-acre parcel. Existing business districts are located on all sides of the parcel proposed for rezoning.

The 0.42-acre parcel was previously utilized for many years as a Suzuki automobile dealership. A building located on this parcel was razed in 2022. At present, the site is a parking lot. Proposed for this site is a 3750 square foot automated car wash facility that will include thirteen self-service vacuum stations. The layout provides a stacking length of at least 20 vehicles without impacting traffic on Sovereign Drive. Normal hours of car wash operation are anticipated to be 8am to 8pm, generally following the same hours of operation as the Nissan dealership. Operation hours will be reduced during winter months.

Landscaping conforming to Township requirements is provided within the site and along Sovereign Drive and Colerain Avenue. Existing lighting will be replaced with LED lighting that will be shielded to limit trespass on to the adjoining residentially zoned properties to not more than 0.1 foot-candles.

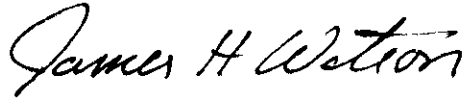
Included in this submittal are the following items:

- Fifteen (15) full size sets of site and architectural plans.
- Fifteen (15) copies of a zoning application executed by the property owner.
- Legal descriptions of the area to be rezoned and the area of the amended PD-B district.
- An adjoining property owner address list.
- An application fee check in the amount of \$3,635.00

Please begin your review of the application and contact us with any questions and comments. Otherwise, we look forward to presenting the plan at the July 2024 zoning commission meeting.

Sincerely,

McGill Smith Punshon, Inc.

A handwritten signature in black ink that reads "James H. Watson". The signature is written in a cursive, flowing style.

James H. Watson, PE
Senior Vice President

Cc: Paul Rini, Jeff Wyler Dealer Group, Inc.
Brian McNair, Jeff Wyler Dealer Group, Inc.

DESCRIPTION FOR:**DWSB, LLC****LOCATION:****Colerain Avenue****Colerain Township****0.4197 Acres****Existing Zone: B-2 – General Business District****Proposed Zone: PD – Business Planned Development District**

Situate in Section 8, Town 2, Entire Range 1, Between The Miamis, Colerain Township, Hamilton County, Ohio, and being part of lands as conveyed to DWSB, LLC by deed recorded in O.R. Volume 14645, Page 2356, Tract 1, Hamilton County, Ohio Recorder's Office (Parcel No. 510-93-71) and being more particularly described as follows:

BEGINNING at the intersection of the north right of way line of Sovereign Drive (50' R/W) and the east right of way line of Colerain Avenue (R/W Varies);

Thence with proposed zoning lines and the east right of way line said Colerain Avenue for the following two (2) courses and distances:

- 1) North 40°36'49" West, 17.90 feet to a point;
- 2) North 15°01'26" West, 86.63 feet to a point in the south line of a 0.3906 acre tract as conveyed to Edward C. Marzheuser by deed recorded in O.R. Volume 14023, Page 1443, Hamilton County, Ohio Recorder's Office;

Thence with proposed zoning lines and the south line of said 0.3906 acre tract, South 85°17'26" East, 194.76 feet to a point in a west line of a 2.7677 acre tract as conveyed to DWSB, LLC by deed recorded in O.R. Volume 14645, Page 2356, Tract 2, Hamilton County, Ohio Recorder's Office;

Thence with existing zoning lines and a west line of said 2.7677 acre tract, South 15°01'26' East, 100.00 feet to a point in the north right of way line of said Sovereign Drive;

Thence with the proposed zoning lines and the north right of way line of said Sovereign Drive, North 85°17'26" West, 186.54 feet to the POINT of BEGINNING.

Containing 0.4197 acres of land more or less.

The above description was prepared from a Zoning Plat by McGill Smith Punshon, Inc. dated April 30, 2024. Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (Ground).

I hereby certify that the above description is a complete, proper and legal description of the property to be re-classified herein. The above description is based on existing deeds and plats of record and is not based on an actual field survey. Said description is to be used for the purpose of re-classification only and is not to be used for the transfer of property.

Prepared by: Louis J Hanser P.S. #7843, McGill Smith Punshon, Inc.

Date: April 30, 2024

MSP No.: 21603.10

McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241

513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com



DESCRIPTION FOR:**DWSB, LLC****LOCATION:**

Colerain Avenue
Colerain Township
4.1909 Acres
Total Area Currently Zoned as PD-B

Situate in Section 8, Town 2, Entire Range 1, Between The Miamis, Colerain Township, Hamilton County, Ohio, and being part of lands as conveyed to DWSB, LLC by deed recorded in O.R. Volume 14645, Page 2356, Tracts 2-5, Hamilton County, Ohio Recorder's Office (Parcel No. 510-93-71) and being more particularly described as follows:

COMMENCING at a found mag nail at the intersection of the north right of way line of Sovereign Drive (50' R/W) and the east right of way line of Colerain Avenue (R/W Varies), also being the southwest corner of a 0.4197 acre tract as conveyed to DWSB, LLC by deed recorded in O.R. Volume 14645, Page 2356, Tract 1, Hamilton County, Ohio Recorder's Office;

Thence with the north right of way line of said Sovereign Drive and the south line of said 0.4197 acre tract, South 85°17'26" East, 186.54 feet to the TRUE POINT of BEGINNING;

Thence with the east line of said 0.4197 acre tract and in part the east line of a 0.3906 acre tract as conveyed to Edward C. Marzheuser by deed recorded in O.R. Volume 14023, Page 1443, Hamilton County, Ohio Recorder's Office, North 15°01'26" West, 190.83 feet to a found iron pin;

Thence with the north line of said 0.3906 acre tract, North 85°17'26" West, 199.01 feet to a found iron pin in the east right of way line of said Colerain Avenue;

Thence with the east right of way line of said Colerain Avenue for the following three (3) courses and distances:

- 1) North 15°01'26" West, 256.34 feet to a found iron pin;
- 2) Along a curve deflecting to the right, having a radius of 45.00 feet, an arc length of 79.38 feet, and a delta angle of 101°04'04", the chord of said arc bearing North 35°30'41" East, 69.48 feet to a found iron pin;
- 3) North 86°02'49" East, 11.58 feet to a found iron in the south line of McGill Lane (R/W Varies);

Thence with the south right of way line of said McGill Lane for the following three (3) courses and distances:

- 1) South 85°17'26" East, 159.41 feet to a found iron pin;
- 2) South 06°34'26" East, 10.20 feet to a found mag nail;
- 3) South 85°17'26" East, 233.11 feet to a set iron pin in the west line of a 0.479 acre tract as conveyed to Donald L. & Geraldine Dickhaus by deed recorded in O.R. Volume 8876, Page 629, Hamilton County, Ohio Recorder's Office;

Thence with the west line of said 0.479 acre tract, South 04°22'26" East, 255.57 feet to a set iron pin;

McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241
513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com



Thence with the south line of said 0.479 acre tract and in part the south line of a 0.510 acre tract as conveyed to Troy & Linda Hardesty by deed recorded in O.R. Volume 13977, Page 2274, Hamilton County Ohio Recorder's Office, South 85°17'26" East, 119.36 feet to a set iron pin at the northwest corner of land as conveyed to Robert J. Byrnes, Tr. by deed recorded in O.R Volume 11538, Page 2235, Hamilton County, Ohio Recorder's Office;

Thence with the west line of said Robert J. Byrnes, Tr. land, South 05°43'25" West, 220.00 feet to a point in the north line of said Sovereign Drive;

Thence with the north line of said Sovereign Drive, North 85°17'26" West, 247.36 feet to the POINT of BEGINNING.

Containing 4.1909 acres of land more or less.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (Ground).

Prepared by: McGill Smith Punshon, Inc.

Date: April 30, 2024

MSP No.: 21603.10

McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241

513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com



DESCRIPTION FOR: DWSB, LLC

LOCATION: Colerain Avenue
Colerain Township
4.6016 Acres
Total Area To Be Zoned as PD-B

Situate in Section 8, Town 2, Entire Range 1, Between The Miamis, Colerain Township, Hamilton County, Ohio, and being part of lands as conveyed to DWSB, LLV by deed recorded in O.R. Volume 14645, Page 2356, Tracts 1-5, Hamilton County, Ohio Recorder's Office (Parcel No. 510-93-71) and being more particularly described as follows:

BEGINNING at a found mag nail at the intersection of the north right of way line of Sovereign Drive (50' R/W) and the east right of way line of Colerain Avenue (R/W Varies);

Thence with the east right of way line said Colerain Avenue for the following two (2) courses and distances:

- 1) North 40°36'49" West, 17.90 feet to a found iron pin;
- 2) North 15°01'26" West, 86.63 feet to a found iron pin the south line of a 0.3906 acre tract as conveyed to Edward C. Marzheuser by deed recorded in O.R. Volume 14023, Page 1443, Hamilton County, Ohio Recorder's Office;

Thence with the lines of said 0.3906 acre tract for the following three (3) courses and distances:

- 1) South 85°17'26" East, 194.76 feet to a found iron pin;
- 2) North 15°01'26" West, 90.83 feet to a found iron pin;
- 3) North 85°17'26" West, 199.01 feet to a found iron pin in the east right of way line of said Colerain Avenue;

Thence with the east right of way line of said Colerain Avenue for the following three (3) courses and distances:

- 1) North 15°01'26" West, 256.34 feet to a found iron pin;
- 2) Along a curve deflecting to the right, having a radius of 45.00 feet, an arc length of 79.38 feet, and a delta angle of 101°04'04", the chord of said arc bearing North 35°30'41" East, 69.48 feet to a found iron pin;
- 3) North 86°02'49" East, 11.58 feet to a found iron in the south right of way line of McGill Lane (R/W Varies);

Thence with the south right of way line of said McGill Lane for the following three (3) courses and distances:

- 1) South 85°17'26" East, 159.41 feet to a found iron pin;
- 2) South 06°34'26" East, 10.20 feet to a found mag nail;
- 3) South 85°17'26" East, 233.11 feet to a set iron pin in the west line of a 0.479 acre tract as conveyed to Donald L. & Geraldine Dickhaus by deed recorded in O.R. Volume 8876, Page 629, Hamilton County, Ohio Recorder's Office;

Thence with the west line of said 0.479 acre tract, South 04°22'26" East, 255.57 feet to a set iron pin;

Thence with the south line of said 0.479 acre tract and in part the south line of a 0.510 acre tract as conveyed to Troy & Linda Hardesty by deed recorded in O.R. Volume 13977, Page 2274, Hamilton County Ohio Recorder's Office, South 85°17'26" East, 119.36 feet to a set iron pin at the northwest corner of land as conveyed to Robert J. Byrnes, Tr. by deed recorded in O.R Volume 11538, Page 2235, Hamilton County, Ohio Recorder's Office;

Thence with the west line of said Robert J. Byrnes, Tr. land, South 05°43'25" West, 220.00 feet to a point in the north line of said Sovereign Drive;

Thence with the north line of said Sovereign Drive, North 85°17'26" West, 433.89 feet to the POINT of BEGINNING.

Containing 4.6016 acres of land more or less.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (Ground).

Prepared by: McGill Smith Punshon, Inc.

Date: April 30, 2024

MSP No.: 21603.10

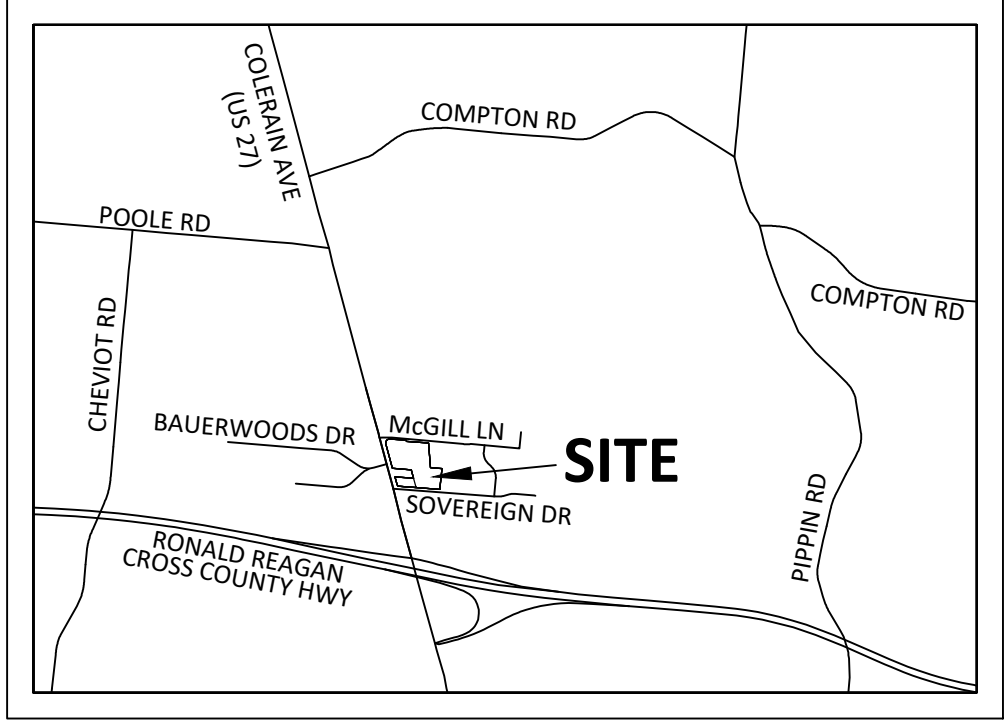
McGill Smith Punshon, Inc.

3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241

513.759.0004 ■ Fax 513.563.7099 ■ www.mspdesign.com







VICINITY MAP
SCALE: 1" = 2,000'

OWNER & APPLICANT
DWSB, LLC
401 MILFORD PARKWAY, SUITE A
MILFORD, OH 45150
(513)752-7450

SHEET INDEX

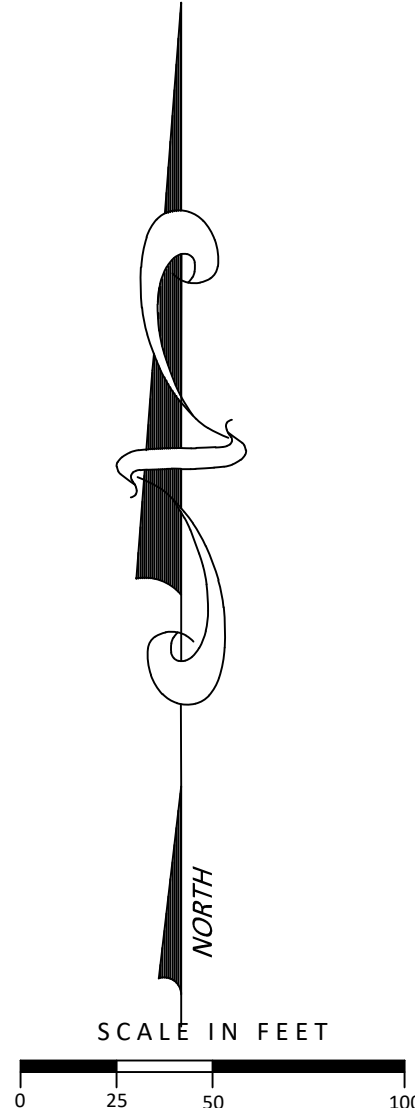
C101	ZONING PLAT
C102	EXISTING FEATURES PLAN
C103	PROPOSED FEATURES PLAN
C104	PRELIMINARY UTILITY PLAN
C105	PRELIMINARY GRADING PLAN
C106	NOTES & DETAILS
L101	LANDSCAPE PLAN
L102	LANDSCAPE NOTES & DETAILS
L103	PHOTOMETRIC PLAN



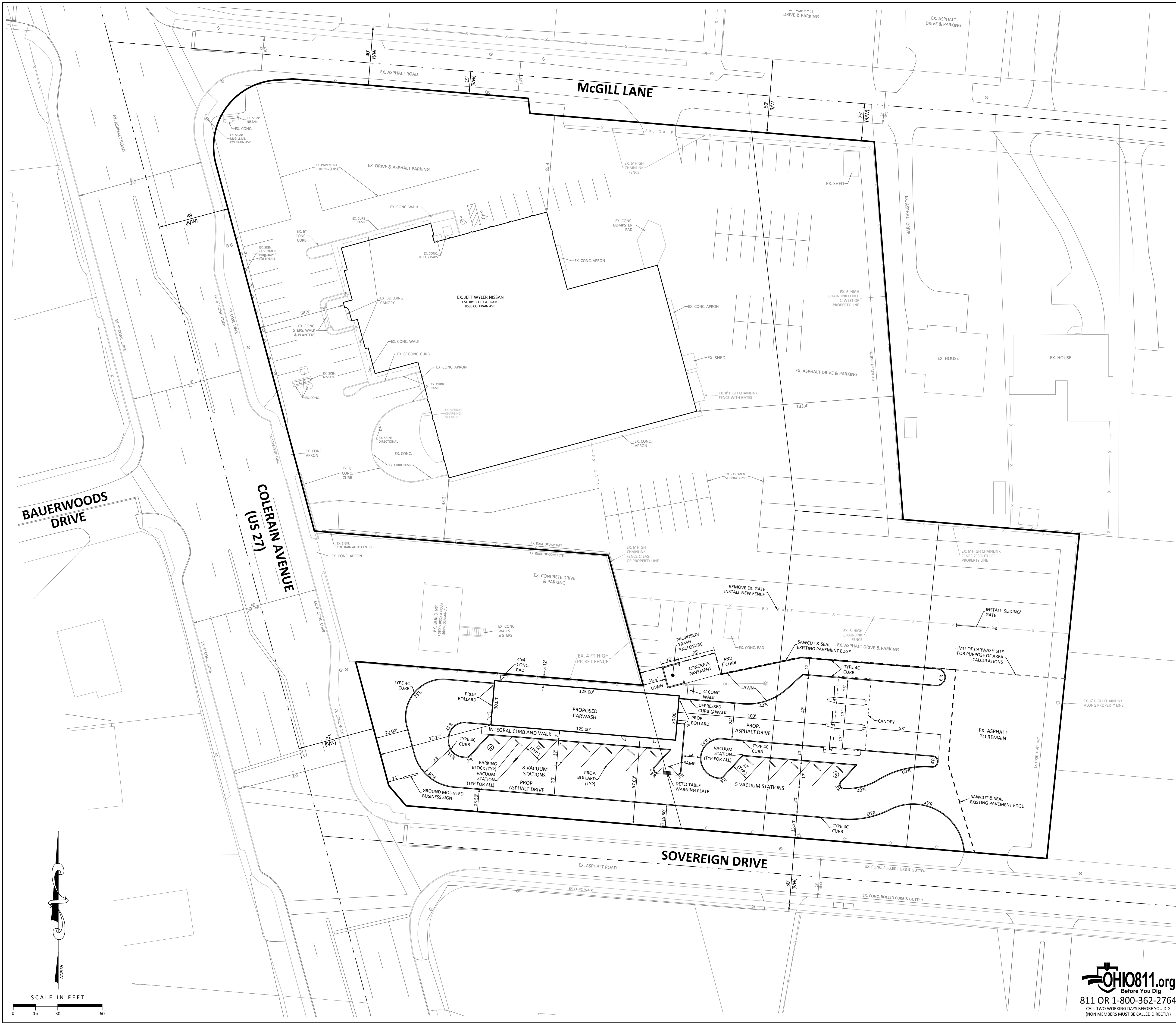
James H. Watson

**PROPOSED
PD AMENDMENT TO
JEFF WYLER NISSAN**
8680 COLERAIN AVENUE
HAMILTON COUNTY, OHIO
ZONING PLAT

Date	17 MAR 2022
Scale	1" = 30'
Drawn By	CMB
Project Mgr.	RDN
Survey Database	21603
DWG	21603003-BDY-ZON
X-Ref(s)	
Project Number	21603.00
File No.	21603
Sheet No.	C101



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LAYOUT PLAN NOTES

1. PARCEL DATA:
PARCEL No.: 510-0093-0071, PARTS OF 510-0093-0097, 0099 AND 0235.
ADDRESS: 8640 COLERAIN AVENUE
2. OWNER:
DWSB, LLC
401 MILFORD PARKWAY, SUITE A
MILFORD, OH 45150
3. PROPOSED ZONING CLASSIFICATION: PD-B PLANNED BUSINESS
4. ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT, FACE OF CURBS, OR OUTSIDE FACE OF BRICK, BLOCK OR BUILDING FACIA UNLESS OTHERWISE INDICATED.
5. ALL WORK SHALL COMPLY WITH LOCAL AND STATE CODES AND STANDARDS OF CONSTRUCTION.
6. THE CONTRACTOR IS RESPONSIBLE FOR EXAMINING ALL SITE CONDITIONS PRIOR TO START OF CONSTRUCTION.
7. BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A SURVEY BY MCGILL SMITH PUNSHON, INC. DATED 03/18/22. SURVEY DATA HAS BEEN SUPPLEMENTED WITH INFORMATION TAKEN FROM UTILITY RECORDS.
8. ALL WORK INSIDE THE RIGHT-OF-WAY IS SUBJECT TO OBTAINING A PERMIT FROM THE OHIO DEPARTMENT OF TRANSPORTATION.
9. EASEMENTS SHOWN HEREON WERE DISCOVERED DURING THE COURSE OF RESEARCH OF PUBLIC RECORDS AND MAY NOT COMPRISE ALL OF THE EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.
10. SEE ARCHITECTURAL PLANS FOR BUILDING DETAILS.
11. UNLESS NOTED OTHERWISE, PARKING SPACES SHALL BE DEPARTED BY 4" WIDE WHITE STRIPING.
12. LANDSCAPED AREA REQUIREMENTS FOR PROPOSED CAR WASH SITE
NUMBER OF PARKING SPACES = 13
SURFACE AREA OF PARKING SPACES = 3,285 S.F.
INTERIOR LANDSCAPE ISLAND AREA REQUIRED = 432 S.F.
INTERIOR LANDSCAPE ISLAND AREA PROVIDED = 5,319 S.F.
INTERIOR LANDSCAPE ISLAND AREA PERCENTAGE = 123.1%
13. IMPERVIOUS AREA CALCULATIONS FOR PROPOSED CAR WASH SITE
TOTAL AREA = 1,151 AC
IMPERVIOUS AREA = 0.807 AC
PERCENTAGE OF IMPERVIOUS AREA = 70.1%
14. IMPERVIOUS AREA CALCULATIONS FOR OVERALL SITE
TOTAL AREA = 4,610 AC
IMPERVIOUS AREA = 4.054 AC
PERCENTAGE OF IMPERVIOUS AREA = 87.9%

ASPHALT PAVEMENT SECTION
N.T.S.

CONCRETE PAVEMENT SECTION
N.T.S.

ODOT TYPE 4C CURB
N.T.S.

INTEGRAL CURB & WALK
N.T.S.

PROPOSED PD AMENDMENT TO JEFF WYLER NISSAN

8680 COLERAIN AVENUE
HAMILTON COUNTY, OHIO
PROPOSED FEATURES PLAN

James H. Watson

Revision	FOR PERMIT SUBMITTAL	By	Date	04/19/24
Scale	AS NOTED	Drawn By	DA	Proj. Mgr.
Survey Database	JW	DWG	21603104-MP-00	
X-Ref(s)		Project Number	21603.10	
File No.	21603	Sheet No.	C103	

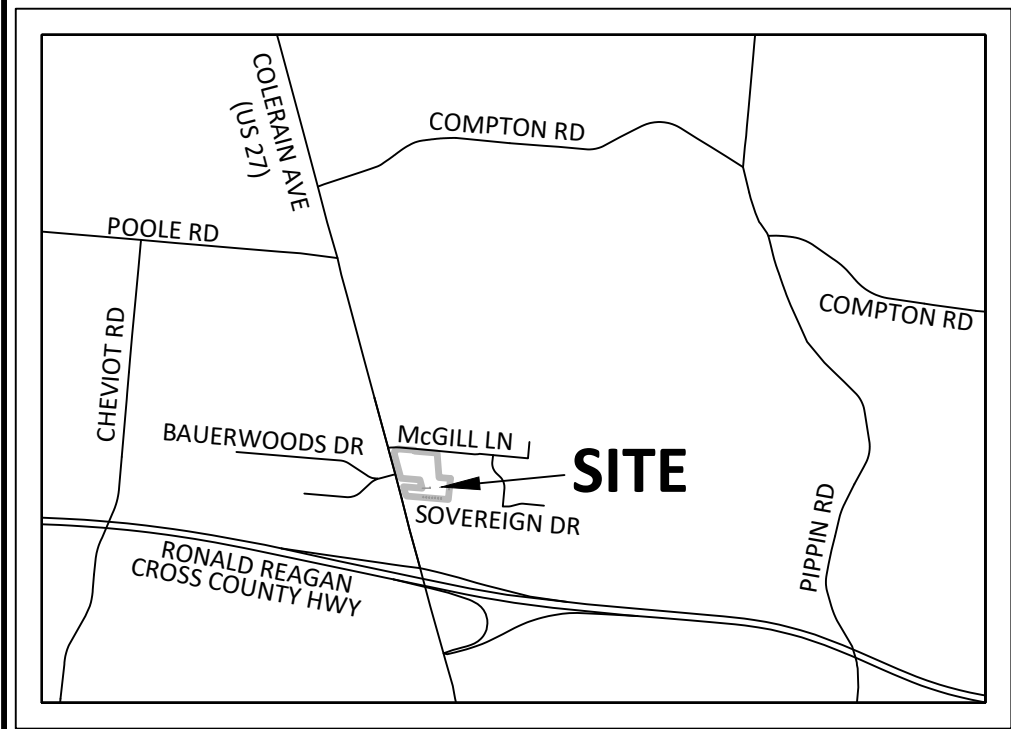
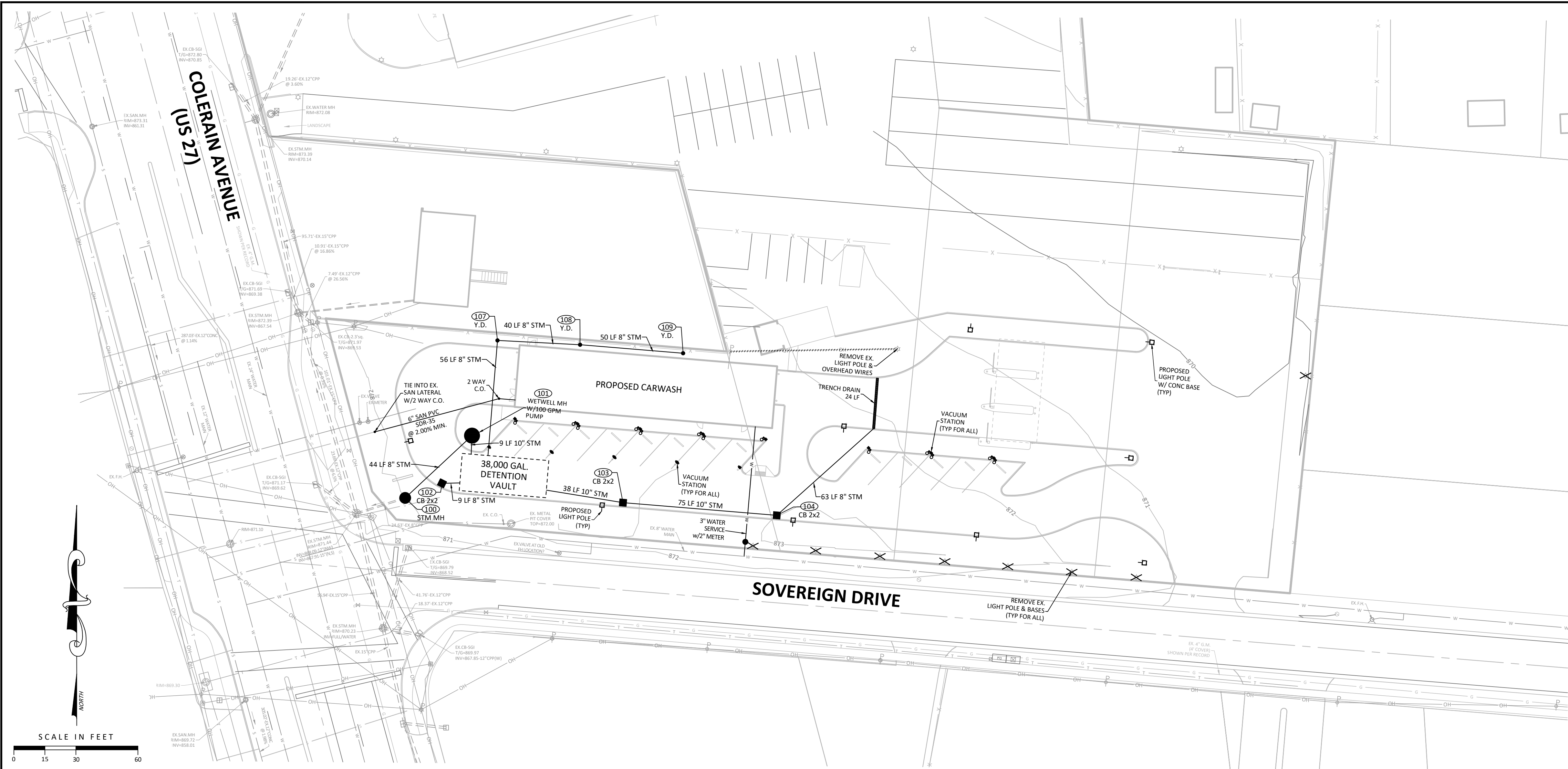
811 OR 1-800-362-2764
CALL TWO WORKING DAYS BEFORE YOU DIG
(NON MEMBERS MUST BE CALLED DIRECTLY)

McGill Smith Punshon

- Architecture
- Engineering
- Landscape Architecture
- Planning
- Surveying

3700 Park 42 Drive
Suite 1908
Cincinnati OH 45241
Phone 513.759.0004
www.mspdesign.com

N:\land Projects\21000\21603\21603104\Imp-00.dwg, C104 UTL, 3/30/2024 9:26:33 AM, dbm



VICINITY MAP
SCALE: 1" = 2,000'

BRANCH APPLICATION PLAN VERITY DISCLAIMER

THIS PLAN PLAT/SHEET HAS BEEN PREPARED BY THE APPLICANT FOR WATER SERVICE.

ALL EXISTING UTILITY AND RECORD INFORMATION DEPICTED ON THE DRAWING, INCLUDING BUILDING FOOTPRINT (WHICH MUST SHOW ANY ENCRoACHMENTS INTO THE PUBLIC RIGHT-OF-WAY, INCLUDING; BUT NOT LIMITED TO; BASEMENT AREAS, ROOT CELLARS AND COAL CHUTES), PARCEL AND EASEMENT INFORMATION, ROADWAY AND RIGHT-OF-WAY LOCATION ARE THE RESULT OF RESEARCH BY THIS APPLICANT.

ANY AND ALL DAMAGES OR NEED FOR ADDITIONAL WORK, RESULTING FROM INACCURACY ON THE PART OF THE APPLICANT IS THE APPLICANT'S SOLE FINANCIAL RESPONSIBILITY.

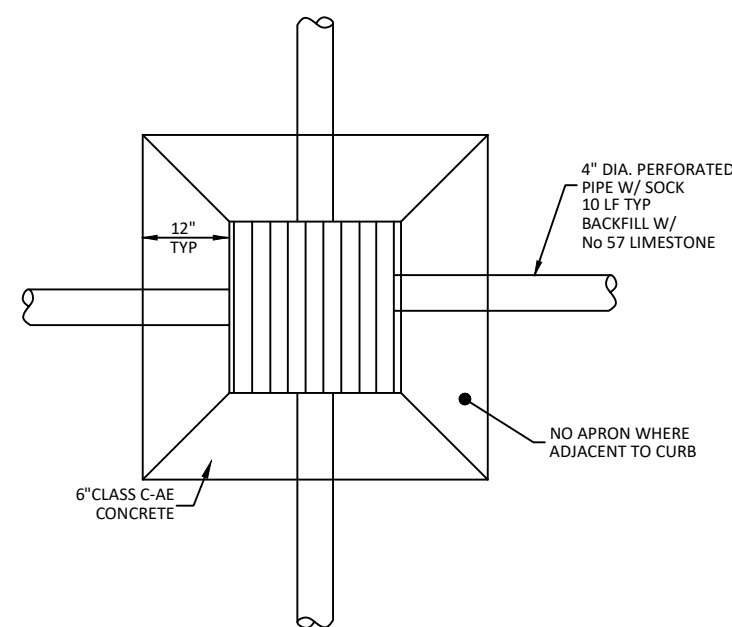
HAMILTON COUNTY ENGINEERS SPECIAL PROVISIONS/TRAFFIC NOTES

ALL CONSTRUCTION MUST CONFORM TO: "DRIVEWAY REGULATIONS AND PAVEMENT AND/OR RIGHT-OF-WAY OPENING PROVISIONS FOR THE UNINCORPORATED AREA OF HAMILTON COUNTY AS ADOPTED BY THE BOARD OF HAMILTON COUNTY COMMISSIONERS" WITH SUPPLEMENTS OR CHANGES THERETO.

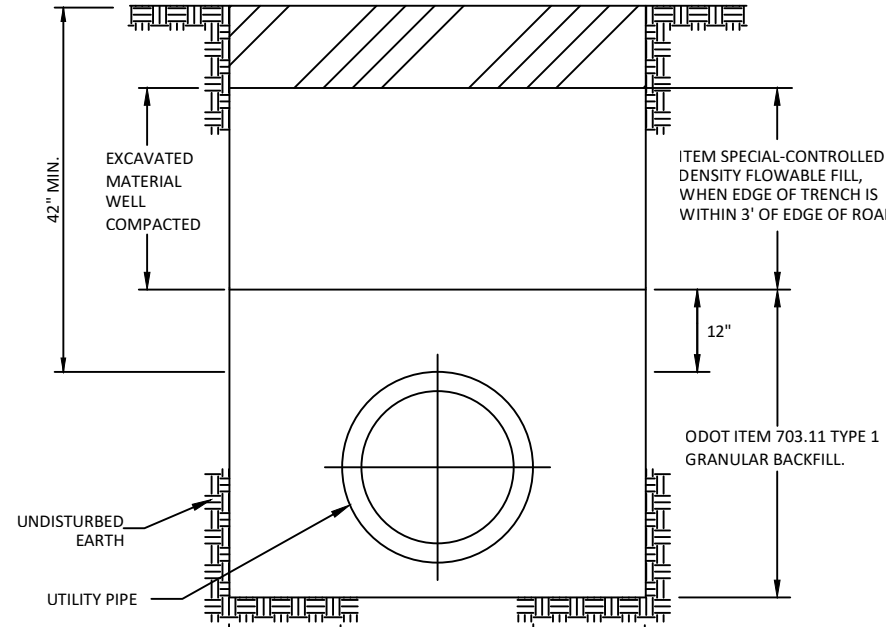
THE OWNER SHALL SAVE HARMLESS THE BOARD OF COUNTY COMMISSIONERS AND ALL ITS REPRESENTATION FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER BROUGHT ON ACCOUNT OF ANY INJURIES OR DAMAGES SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY IN CONSEQUENCE OF THIS CONSTRUCTION PROJECT.

ITEM 614 - MAINTAINING TRAFFIC

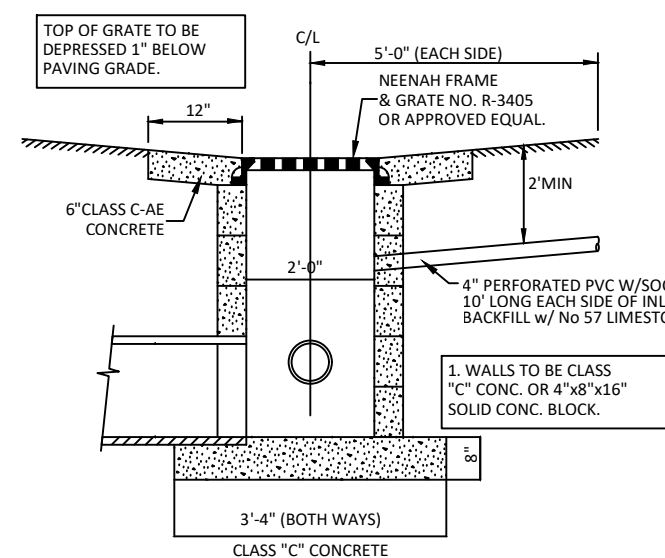
ALL PAVEMENT AND/OR RIGHT-OF-WAY OPENING MUST CONFORM TO THE CURRENT ADDITION OF THE STATE OF OHIO DEPARTMENT OF HIGHWAY CONSTRUCTION AND MATERIAL SPECIFICATIONS, WITH SUPPLEMENTS OR CHANGES THERETO. ALSO, THE OWNER ASSUMES ALL RESPONSIBILITIES AND LIABILITIES REGARDING THE STRICT ADHERENCE TO APPLICABLE SECTIONS FOR THE MAINTENANCE OF TRAFFIC AND PUBLIC SAFETY AS SET FORTH IN THE "OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS." ALL TRAFFIC CONTROL DEVICES MUST BE IN PLACE PRIOR TO STARTING CONSTRUCTION.



TYPICAL CATCH BASIN IN PAVEMENT
N.T.S.



STANDARD TRENCH
N.T.S.



2' x 2' INLET
N.T.S.

UTILITY PLAN NOTES

- ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION "STATE OF OHIO DEPARTMENT OF TRANSPORTATION, CONSTRUCTION AND MATERIAL SPECIFICATIONS," AND "STANDARD DRAWINGS".
- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL ORDINANCES.
- CONTRACTOR SHALL BE FAMILIAR WITH THE EXISTING UTILITIES AND EASEMENTS IN THE CONSTRUCTION AREA AND SHALL BE HELD RESPONSIBLE FOR THE DAMAGE OF EXISTING UTILITIES DURING CONSTRUCTION.
- CONTRACTOR SHALL FIELD VERIFY ALL LOCATIONS AND INVERTS OF EXISTING UTILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF EXISTING UTILITIES INTERFERE WITH THE NORMAL INTENT OF THE PROPOSED UTILITY LAYOUT.
- THE UNDERGROUND UTILITIES SHOWN ARE BASED ON A COMBINATION OF SURFACE EVIDENCE AND AVAILABLE PLANS & RECORDS; THEY HAVE NOT BEEN PHYSICALLY LOCATED. MCGILL SMITH PUNSHON, INC. MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES ON THE PREMISES, EITHER IN SERVICE OR ABANDONED, NOR IS IT GUARANTEED THAT THEY ARE IN THE EXACT LOCATION INDICATED, ONLY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE.
- PERFORM ALL EXCAVATION TO INSTALL UNDERGROUND UTILITIES AS INDICATED ON THE PLANS. EXCAVATION SHALL BE IN ACCORDANCE WITH OSHA AND OTHER REGULATORY AGENCIES.
- THE CONTRACTOR IS TO COORDINATE ALL UTILITY CONNECTIONS WITH THE APPROPRIATE UTILITY COMPANY.
- SERVICE UTILITY MATERIALS SHALL BE PER THE APPROPRIATE UTILITY COMPANY DESIGN CRITERIA.
- THE CONTRACTOR SHALL CLEAN THE STREETS OF MUD AND DEBRIS GENERATED BY CONSTRUCTION ACTIVITIES, MEETING THE REQUIREMENTS OF THE VILLAGE OF NEWTOWN, OHIO.
- ALL SANITARY SEWER AND APPURTENANCES SHALL BE CONSTRUCTED ACCORDING TO THE METROPOLITAN SEWER DISTRICT (MSD) SPECIFICATIONS IN EFFECT AT THE TIME OF CONSTRUCTION.
- CLEANOUT STRUCTURES SHALL BE TWO-WAY CLEANOUTS PER MSD ACC. No. 49047.
- IF LOWEST LEVEL ELEVATION IS BELOW RIM ELEVATION OF THE UPSTREAM MANHOLE, SEWER TAP MUST INCLUDE BACKFLOW PREVENTION OR MUST BE PUMPED TO GRAVITY.
- CONTROLLED DENSITY FILL (CDF) IS REQUIRED AS BACKFILL IN ALL TRENCHES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY.
- GRANULAR BACKFILL IS REQUIRED IN ALL PIPE TRENCHES LOCATED UNDER PAVEMENT OR SIDEWALKS OUTSIDE OF THE PUBLIC RIGHT-OF-WAY. BACKFILL SHALL BE COMPACTED TO 100% STANDARD PROCTOR DENSITY AND TESTED BY APPROVED AGENT, UNLESS NOTED OTHERWISE.
- ALL CATCH BASINS & MANHOLES IN THE PAVEMENT AREAS SHALL BE CONSTRUCTED WITH TRAFFIC-DUTY FRAMES AND GRATES.
- ALL PROPOSED STORM SEWERS AND SURFACE OR OTHER DRAINAGE FACILITIES ARE TO BE PRIVATE AND MAINTAINED BY THE OWNER.
- ROOF DRAINS, FOUNDATION DRAINS, COOLING WATER, SWIMMING POOL WATER OR OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.

STORM DRAINAGE NOTES

- ALL PLANS AND CONSTRUCTION WITHIN THE UNINCORPORATED AREAS OF HAMILTON COUNTY SHALL COMPLY WITH THE CURRENT "RULES AND REGULATIONS" OF THE PLANNING AND DEVELOPMENT DEPARTMENT OF HAMILTON COUNTY, GOVERNING THE DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE AND USE IN THE COUNTY OF HAMILTON STORM DRAINAGE SYSTEM. COPIES OF THESE "RULES AND REGULATIONS" ARE AVAILABLE AT THE DEPARTMENT OF PLANNING AND DEVELOPMENT, ROOM 803 COUNTY ADMINISTRATION BUILDING, 138 EAST COURT STREET, CINCINNATI, OHIO 45202.
 - ALL STORM SEWER, SURFACE DRAINAGE AND DETENTION/RETENTION FACILITY CONSTRUCTION AND MATERIAL SHALL BE IN ACCORDANCE WITH THE STATE OF OHIO CONSTRUCTION AND MATERIAL SPECIFICATIONS, CURRENT EDITION.
 - ALL STORM SEWER, SURFACE DRAINAGE (EXCEPT FOR STORM SEWER WITHIN COUNTY ROAD RIGHT-OF-WAY) AND DETENTION/RETENTION FACILITY CONSTRUCTION TO BE UNDER THE INSPECTION AND SUPERVISION OF THE HAMILTON COUNTY PLANNING AND DEVELOPMENT DEPARTMENT, PHONE (513) 946-4550 AT LEAST 24 HOURS IN ADVANCE OF CONSTRUCTION. STORM SYSTEMS CONSTRUCTED WITHIN COUNTY ROAD RIGHT-OF-WAY IS TO BE INSPECTED BY THE HAMILTON COUNTY ENGINEER.
 - UNLESS OTHERWISE SPECIFIED, STORM SEWER PIPE SHALL BE TYPE "C" CONDUIT 706.02, CLASS IV WITH CLASS B BEDDING AS PER ODOT 603.04. BACKFILLING IS TO COMPLY WITH ODOT 603.08 FOR ALL STORM SEWERS.
 - THERMOPLASTIC STORM SEWER PIPE MAY BE SUBSTITUTED FOR CONCRETE PIPE. THE TYPE OF PIPE AND ASTM OR ASHTO NUMBERS MUST APPEAR ON THE PLANS AND PROFILES. ALSO, THE PIPES SHALL BE STAMPED BY THE MANUFACTURER PRIOR TO SHIPMENT FOR FIELD VERIFICATION. THE PIPE SHALL COMPLY WITH THE SPECIFICATIONS OF THE HAMILTON COUNTY PUBLIC WORKS RULES AND REGULATIONS, (SECTION 57.1.3(b)).
 - UNLESS OTHERWISE SPECIFIED, STORM SEWER MANHOLES ARE TO BE ODOT STD NO. 1, STD. NO. 3 OR STD. NO. 5, AND CATCH BASINS ARE TO BE ODOT STD. CATCH BASINS. ALL STORM MANHOLES MUST BE LABELED AS "STORM".
- ALL CATCH BASIN OUTLET PIPES CONNECTING TO MANHOLES ARE TO BE SLOPED AT 2% UNLESS OTHERWISE SPECIFIED. MAXIMUM PERMITTED DEPTH OF ODOT STD CATCH BASINS SHALL BE AS FOLLOWS:
CB-3A, CB-2-A AND CB-2-B: 4'-0"
CB-3 AND CB-3M: 6'-0"
CB-3MH: 12'-0" SHOULD IT BECOME NECESSARY TO INCREASE DEPTHS BEYOND 12'-0", REINFORCED CONCRETE WALLS SHALL BE USED. DEVELOPER SHALL SUBMIT DESIGN DETAILS FOR APPROVAL.
- ALL WINGWALL HEADWALLS DESIGNATED AS (STD. H.W.) OR (W.W.H.W.) SHALL BE CONSTRUCTED PER THE DETAIL SHOWN HEREON.
 - RCP INDICATES ITEM 601 ROCK CHANNEL PROTECTION. DIMENSIONS ON PLAN INDICATE SIZE (TYPE B, C, ETC.), WIDTH AND LENGTH AND DEPTH.
 - COMPACTED FILLS ARE TO BE MADE TO A MINIMUM OF THREE FEET ABOVE THE CROWN OF ANY PROPOSED SEWER PRIOR TO CUTTING OF TRENCHES FOR PLACEMENT OF SAID SEWERS. ALL FILLS SHALL BE CONTROLLED, COMPACTED AND INSPECTED BY AN APPROVED TESTING LABORATORY OR AN INSPECTOR FROM THE APPROPRIATE GOVERNMENTAL AGENCY.
 - ALL PROPOSED PRIVATE STORM SEWERS AND SURFACE OR OTHER DRAINAGE FACILITIES ARE TO BE PRIVATE AND MAINTAINED BY THE OWNER FOR NONRESIDENTIAL DEVELOPMENTS.
 - ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION AND ARE TO FINAL GRADE AND ARE TO REMAIN SO SHALL BE SEEDED AND MULCHED AS SOON AS PRACTICAL IN ACCORDANCE WITH STATE OF OHIO SPECIFICATION ITEM 659.
 - CB3-M OR CB-3MH CATCH BASINS AS DESIGNATED ON THE PLANS REFER TO HAMILTON COUNTY DEPARTMENT OF PUBLIC WORKS LATEST STD. DRAWINGS.
 - STEPS SHALL BE PROVIDED IN ALL CATCH BASINS WHERE THE DEPTH EXCEEDS 4'-0" AND SHALL MEET THE REQUIREMENTS OF THE STATE OF OHIO STD. CONSTRUCTION DRAWING MH-1.
 - NO DIRECT CONNECTIONS OF EFFLUENT PIPES FROM HOUSEHOLD SEWAGE DISPOSAL SYSTEMS ARE PERMITTED TO CLOSED PUBLIC STORM DRAINAGE SYSTEMS. FURTHERMORE, THE DISCHARGE SHALL NOT ENTER THE PUBLIC STORM SEWER.
 - TEMPORARY EROSION, SEDIMENT AND DEBRIS CONTROL ACCORDING TO STORM DRAIN INLET PROTECTION UNDER CHAPTER 6 OF THE OHIO RAINWATER AND LAND DEVELOPMENT MANUAL (RLDM) MUST BE PROVIDED FOR AT ALL CATCH BASINS, INLETS AND THE INLET SIDE OF ALL NEW PIPE OPENINGS, OR APPROVED EQUAL.
 - TEMPORARY EROSION, SEDIMENT AND DEBRIS CONTROL USING A ROCK CHECK DAM ACCORDING TO CHAPTER 5 OF THE RLDM MUST BE PROVIDED FOR AT THE OUTLET DITCH, SWALE, WATERCOURSE OR PIPE. SEE APPROVED PLANS FOR ANY OTHER SPECIFIC LOCATIONS, ALSO, OR APPROVED EQUAL.
 - IN ADDITION TO ANY TEMPORARY EROSION, SEDIMENT, AND DEBRIS CONTROL DETAILS AND NOTES SHOWN ON THE PLANS, THE DEVELOPER SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS, EARTH Dikes, TEMPORARY OR PERMANENT SEEDING, MULCHING AND/OR MULCH NETTING OR ANY OTHER GENERALLY ACCEPTED METHODS TO PREVENT EROSION, MUD AND DEBRIS FROM BEING DEPOSITED ON OTHER PROPERTY, ON NEWLY CONSTRUCTED OR EXISTING ROADS, OR INTO EXISTING SEWERS OR NEW SEWERS WITHIN THE DEVELOPMENT. THE DEVELOPER SHALL CONTINUALLY MONITOR THE CONSTRUCTION PROGRESS AND MAKE ANY NECESSARY TEMPORARY ADJUSTMENTS TO MAINTAIN THIS CONTROL.

PRIVATE STORM DRAINAGE NOTES:

ALL PROPOSED STORM SEWERS AND SURFACE OR OTHER DRAINAGE FACILITIES ARE TO BE PRIVATE AND MAINTAINED BY THE OWNER. THE DEVELOPER/OWNER IS TO CONSTRUCT CURBS, CATCH BASINS, DOWNSPOUTS, PIPING ETC. AS REQUIRED TO CONVEY THE ROOF AND PAVED SURFACE DRAINAGE TO THE NEW DETENTION /RETENTION BASIN. STORM SEWER AS BUILT MUST BE SUBMITTED TO HAMILTON COUNTY PLANNING & DEVELOPMENT. **ALL STORM SEWER MANHOLE LID MUST BE LABELED "STORM"**

ITEM 614 - MAINTAINING TRAFFIC DURING UTILITY CONSTRUCTION

UNLESS OTHERWISE SPECIFICALLY ADDRESSED IN THE APPLICABLE PLAN SHEETS), DURING THE CONSTRUCTION OF UNDERGROUND FACILITIES AND/OR UNDERGROUND UTILITIES, I.E. WATER MAINS, STORM SEWERS, ETC., THE CONTRACTOR SHALL MAINTAIN TRAFFIC THROUGH THE PROJECT AT ALL TIMES.

DURING THE COURSE OF THE NORMAL WORKING DAY, THE CONTRACTOR SHALL INSURE THE SAFETY OF THE PUBLIC BY PROVIDING A SUFFICIENT NUMBER OF FLAGMEN TO ASSIST THE TRAFFIC FLOW THROUGH THE CONSTRUCTION AREA. AT THE COMPLETION OF THE NORMAL WORKING DAY, ANY TRENCH FOR THE CONSTRUCTION OF THE UNDERGROUND FACILITIES HAS NOT BEEN COMPLETELY BACKFILLED AND RESTORED, A TEMPORARY COVER, SUCH AS A METAL PLATE OR ANOTHER APPROVED DEVICE, SHALL BE PLACED OVER THAT PORTION OF THE TRENCH REMAINING OPEN.

PARTICULAR ATTENTION SHALL BE GIVEN TO PROVIDING AN UNINHIBITED AND FREE FLOW TO EMERGENCY, POSTAL OR SCHOOL VEHICLES AND TO THE SAFETY OF PEDESTRIANS WALKING THROUGH THE PROJECT LIMITS.

THE CONTRACTOR SHALL ALSO TAKE ALL MEASURES NECESSARY TO MAINTAIN DRIVEWAY TRAFFIC, PER THE NOTE FOR "MAINTENANCE OF DRIVEWAY TRAFFIC". THE MAINTENANCE OF DRIVEWAY TRAFFIC WILL BE OF PARTICULAR CONCERN IN REGARDS TO THOSE DRIVES ON THE SIDE OF THE PAVEMENT THAT MAY BE TEMPORARILY CLOSED TO TRAFFIC. THE COST OF FURNISHING AND INSTALLING ANY INTERIM MATERIAL NEEDED TO MAINTAIN DRIVEWAY TRAFFIC SHALL BE INCLUDED IN THIS ITEM.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO STRICTLY ADHERE TO ALL APPLICABLE SECTIONS FOR THE MAINTENANCE OF TRAFFIC, PUBLIC SAFETY AND PUBLIC CONVENIENCE AS SET FORTH IN THE C&MS AND THE "OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS". THE CONTRACTOR WILL NOT BE PERMITTED TO BEGIN ANY PHASE OF WORK UNTIL THE REQUIRED STANDARD BARRICADES, WARNING SIGNS, ETC. ARE IN THE PROPER POSITION. THE DEVICES PROVIDED FOR THIS REQUIREMENT MUST BE IN FIRST CLASS CONDITION.

AT ALL TIMES, THE CONTRACTOR SHALL ADEQUATELY MARK, THROUGH THE USE OF BARRELS, FLASHING LIGHTS, PORTABLE GATES AND/OR OTHER DEVICES APPROVED BY THE ENGINEER, THE LIMITS OF THE PROJECT AREA AND THOSE AREAS OF THE SITE THAT ARE TEMPORARILY CLOSED TO TRAFFIC.

FACES OF CONSTRUCTION SIGNS, BARRICADES, VERTICAL PANELS AND DRUM BANDS SHALL BE REFLECTORIZED WITH TYPE "G" SHEETING, COMPLYING WITH THE REQUIREMENTS OF THE PERTINENT SECTIONS OF THE C&MS.

THE CONTRACTOR SHALL ALSO CONTINUALLY MONITOR ALL PAVEMENT SURFACES USED FOR THE MAINTENANCE OF TRAFFIC TO KEEP IT CLEAR OF DIRT, DUST AND DEBRIS. AS DETERMINED BY THE ENGINEER, THE CONTRACTOR MAY BE REQUIRED TO PRESENT AT THE PRECONSTRUCTION MEETING, A PLAN THAT DETAILS HOW THE REQUIREMENTS FOR MAINTAINING LOCAL TRAFFIC WILL BE MET.

PAVEMENT FOR THE WORK, INCLUDING COST OF INTERIM MATERIALS, SIGNS, ETC., WILL BE MADE AT THE LUMP SUM PRICE BID FOR ITEM 614, MAINTAINING TRAFFIC.

OHIO811.org
Before You Dig
811 OR 1-800-362-2764
CALL TWO WORKING DAYS BEFORE YOU DIG
(NON MEMBERS MUST BE CALLED DIRECTLY)

STATE OF OHIO
REGISTERED PROFESSIONAL ENGINEER
JAMES H. WATSON
49886

Revision FOR PERMIT SUBMITTAL By Date 04/19/24

Drawn By DA Proj. Mgr. JW

Survey Database DWG 21603104-IMP-00

X-Ref(s)

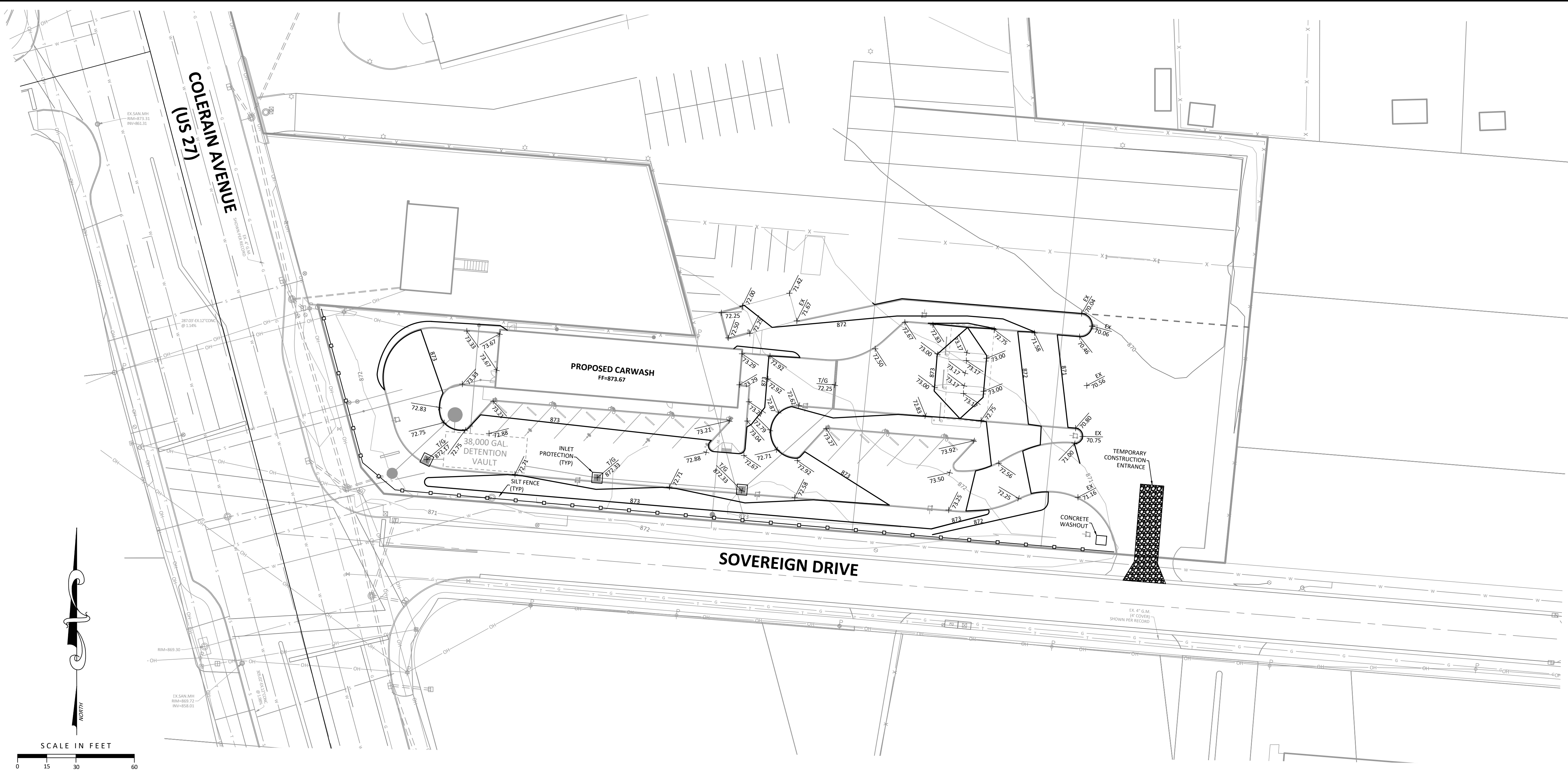
Project Number 21603.10

File No. 21603 Sheet No. C104

**PROPOSED
PD AMENDMENT TO
JEFF WYLER NISSAN**
8680 COLERAIN AVENUE
HAMILTON COUNTY, OHIO
PRELIMINARY UTILITY PLAN

MSP
DESIGN
McGill Smith Punshon

Architecture 3700 Park 42 Drive Suite 1908 Cincinnati OH 45241
Engineering
Landscape Architecture
Planning
Surveying



EROSION AND SEDIMENT CONTROL NOTES

- EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE MAINTAINED AS FOLLOWS:
1. INSPECTION SHALL BE WEEKLY AND AFTER RAINFALL THAT EXCEEDS 0.5 INCHES IN 24 HOURS.
 2. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED EROSION CONTROL BARRIERS, END RUNS, AND THE UNDERCUTTING OF BARRIERS BY RUNOFF.
 3. SEDIMENT DEPOSITS MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION HAS REACHED APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
 4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SEDIMENT CONTROL BARRIER IS NOT LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE APPROPRIATE GRADE ELEVATION, PREPARED AND SEEDED.
 5. THE CONTRACTOR SHALL MINIMIZE THE AMOUNT OF MUD AND DIRT BEING TRACKED ONTO THE STREETS BY INSTITUTING BEST MANAGEMENT PRACTICES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING DUST PER ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS ITEM 616.

CONTRACTOR IS RESPONSIBLE FOR N.P.D.E.S. REQUIREMENTS DURING CONSTRUCTION PERIOD.

DUE TO THE DYNAMICS AND STAGING OF EARTH MOVEMENT. CONTRACTOR MAY NEED TO ALTER THE EROSION CONTROL MEASURES AS SHOWN HEREON. CONTRACTOR TO APPLY (B.M.P.) BEST MANAGEMENT PRACTICES IN ORDER TO CONTROL THE RUNOFF OF SILT AND SEDIMENT.

ADDITIONAL SILT FENCE MAY BE REQUIRED AS SITE CONDITIONS DETERMINE.

IF A TEMPORARY STOCKPILE IS CREATED, SILT FENCE SHALL BE PLACED AT THE TOE OF SLOPE.

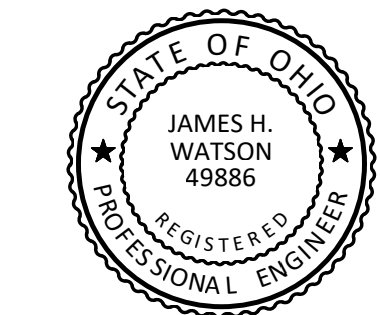
SWPPP NOTES

1. PROJECT INVOLVES THE CONSTRUCTION OF A COMMERCIAL BUILDING AND PARKING LOT.
2. AREA TO BE DISTURBED IS 0.9 ACRES.
3. PRE-CONSTRUCTION RUNOFF COEFFICIENT IS 0.89. POST-CONSTRUCTION RUNOFF COEFFICIENT IS 0.71.
4. APPROXIMATE POST-CONSTRUCTION IMPERVIOUS AREA IS 0.76 ACRES, AN DECREASE FROM 1.09 ACRES OF HARDSURFACE THAT PREVIOUSLY EXISTED.
5. THE PREDOMINATE SOIL TYPE IS AN URBAN LAND URBAN LAND.
6. WEST FORK OF MILL CREEK IS THE FIRST NAMED STREAM RECEIVING RUNOFF FROM THIS SITE.
7. CONSTRUCTION NOI OHIO EPA FACILITY PERMIT NUMBER: NOT REQUIRED
8. PROJECT DURATION: THRU 2024
9. SITE OPERATOR: CER SERVICES, INC.
3533 FAIR LANE
CINCINNATI, OH 45227
CONTACT: MARK BROUGHTON
513-263-2377
10. SWPPP CONTACT: CER SERVICES, INC.
3533 FAIR LANE
CINCINNATI, OH 45227
CONTACT: MARK BROUGHTON
513-263-2377
11. UNLESS OTHERWISE NOTED, STANDARDS AND SPECIFICATIONS ESTABLISHED IN THE LATEST EDITION OF THE ODNIR RAINWATER AND LAND DEVELOPMENT MANUAL, CURRENT EDITION, SHALL GOVERN THE EROSION AND SEDIMENT CONTROL INSTALLATIONS SPECIFIED ON THIS PLAN.
12. THE OWNER AND CONTRACTOR SHALL ABIDE BY THE RULES AND REGULATIONS SET FORTH IN THE OHIO EPA PERMIT NO. OCH000006, AUTHORIZATION FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.
13. THE SWP3 PLAN, NOI APPLICATION, AND LETTER GRANTING PERMIT COVERAGE SHALL BE RETAINED ON SITE AT ALL TIMES IN THE PROJECT TRAILER AND SHALL BE MADE AVAILABLE IMMEDIATELY UPON REQUEST OF THE OHIO EPA DIRECTOR OR HIS AUTHORIZED REPRESENTATIVE DURING WORKING HOURS.
14. SEDIMENT AND EROSION CONTROL PRACTICES ARE SUBJECT TO FIELD MODIFICATION AT THE DISCRETION OF HAMILTON COUNTY, AND OHIO EPA.
15. PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS, A PRE-CONSTRUCTION MEETING WITH REPRESENTATIVES OF THE OWNER, CONTRACTOR, AND HAMILTON COUNTY SOIL & WATER CONSERVATION DISTRICT SHALL OCCUR.
16. PRIOR TO COMMENCEMENT OF CONSTRUCTION OPERATIONS, PERIMETER SEDIMENTATION AND EROSION CONTROL FEATURES SHALL BE IN PLACE.
17. ALL MUD OR DIRT TRACKED ONTO ROADS FROM THE SITE DUE TO CONSTRUCTION SHALL BE PROMPTLY REMOVED. STREET SWEEPING AND TOP DRESSING THE STABILIZED CONSTRUCTION ENTRANCE IS REQUIRED.
18. SEDIMENT CONTROL STRUCTURES SHALL BE FUNCTIONAL THROUGHOUT THE COURSE OF EARTH DISTURBING ACTIVITY AND SHALL REMAIN FUNCTIONAL UNTIL THE DEVELOPMENT AREA IS STABILIZED. AS CONSTRUCTION PROGRESSES AND THE TOPOGRAPHY IS ALTERED, APPROPRIATE CONTROL MUST BE PLACED AND EXISTING CONTROLS MUST BE ALTERED TO ADDRESS CHANGING DRAINAGE PATTERNS.
19. ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF DEMOLITION AND ARE TO FINAL GRADE AND TO REMAIN SO, SHALL BE SEEDED AND IN ACCORDANCE WITH THE PERMANENT SEEDING OR TEMPORARY SEEDING PRACTICES DETAILED IN THE OHIO RAINWATER AND LAND DEVELOPMENT MANUAL, AND IN ACCORDANCE WITH THE CONDITIONS OF THE NPDES STORM WATER GENERAL PERMIT. TEMPORARY STABILIZATION MUST BE APPLIED WITHIN 7 DAYS OF THE LAST DISTURBANCE ON AREAS TO REMAIN IDLE FOR 14 DAYS OR LONGER.
20. PROPER OPERATION AND MAINTENANCE THE PERMITTEE SHALL AT ALL TIMES PROPERLY OPERATE AND MAINTAIN ALL FACILITIES AND SYSTEM OF TREATMENT AND CONTROL (AND RELATED APPURTENANCES) WHICH ARE INSTALLED OR USED BY THE PERMITTEE TO ACHIEVE COMPLIANCE WITH THE CONDITIONS OF THIS PERMIT AND WITH THE REQUIREMENTS OF SWP3. PROPER OPERATION AND MAINTENANCE REQUIRES THE OPERATION OF BACKUP OR AUXILIARY FACILITIES OR SIMILAR SYSTEMS, INSTALLED BY A PERMITTEE ONLY WHEN NECESSARY TO ACHIEVE COMPLIANCE WITH THE CONDITIONS OF THE PERMIT.
21. AS IDENTIFIED ON FEMA PANEL No. 39061C0202E, EFFECTIVE 02/17/2010, PROPERTY IS LOCATED IN ZONE X, AN AREA OF MINIMAL FLOODING.

CONSTRUCTION SEQUENCE

1. INSTALL STONE CONSTRUCTION ENTRANCE AND PERIMETER SEDIMENTS CONTROLS
2. SITE GRADING AND INSTALLATION OF UTILITIES
3. TEMPORARY VEGETATIVE STABILIZATION OF EROSION AND SEDIMENT CONTROL MEASURES
4. SITE AND BUILDING CONSTRUCTION
5. FINAL GRADING, STABILIZATION, AND LANDSCAPING
6. REMOVAL OF EROSION AND SEDIMENT CONTROLS MEASURES

PROPOSED
PD AMENDMENT TO
JEFF WYLER NISSAN
8680 COLERAIN AVENUE
HAMILTON COUNTY, OHIO
PRELIMINARY GRADING PLAN



James H. Watson



Revision	By	Date
FOR PERMIT		04/19/24
SUBMITTAL		

Date	04/19/24
Scale	AS NOTED
Drawn By	DA
Proj. Mgr.	JW
Survey Database	
DWG	21603104-IMP-00
X-Ref(s)	
Project Number	21603.10
File No.	21603
Sheet No.	C105

MSP
DESIGN
McGill Smith Punshon

■ Architecture 3700 Park 42 Drive
■ Engineering Suite 1908
■ Landscape Architecture Cincinnati OH 45241
■ Planning Phone 513.759.0004
■ Surveying www.mspsdesign.com

Specifications
for
Permanent Seeding

SITE PREPARATION

1. A subsoiler, plow or other implement shall be used to reduce soil compaction and allow maximum infiltration. (Maximizing infiltration will help control both runoff rate and water quality.) Subsoiling should be done when the soil moisture is low enough to allow the soil to crack or fracture. Subsoiling shall not be done on slip-prone areas where soil preparation should be limited to what is necessary for establishing vegetation.

2. The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation and seeding.

3. Resoil shall be applied where needed to establish vegetation.

SEEDBED PREPARATION

1. Lime-Agricultural ground limestone shall be applied to acid soil as recommended by a soil test. In lieu of a soil test, lime shall be applied at the rate of 100 lbs./1,000 sq. ft. or 2 tons/ac.

2. Fertilizer-Fertilizer shall be applied as recommended by a soil test. In lieu of a soil test, fertilizer shall be applied at a rate of 12 lb./1,000 sq. ft. or 500 lb./ac/ of 10-10-10 or 12-12-12 analysis.

3. The lime and fertilizer shall be worked into the soil with a disk harrow, spring-tooth harrow, or other suitable field implement to a depth of 3 in. On sloping land the soil shall be worked on the contour.

SEEDING DATES AND SOIL CONDITIONS

Seeding should be done March 1 to May 31 or Aug. 1 to September 30. These seeding dates are ideal but, with the use of additional mulch and irrigation, seedings may be made any time throughout the growing season. Tillage/ seedbed preparation should be done when the soil is dry enough to crumble and not form ribbons when compressed by hand. For winter seeding, see the following section on dormant seeding.

DORMANT SEEDINGS

1. Seedlings shall not be planted from October 1 through November 20. During this period the seeds are likely to germinate, but probably will not be able to survive the winter.

2. The following methods may be used for "Dormant Seeding":

* From October 1 through November 20, prepare the seedbed, and the required amounts of lime and fertilizer, then mulch and anchor. After November 20, and before March 15, broadcast the selected seed mixture, mulch and anchor. Increase the seeding rates by 50 % for this type of seeding.

* From November 15 through March 15, when soil conditions permit, prepare the seedbed, lime and fertilize, apply the selected seed mixture, mulch and anchor. Increase the seeding rates by 50 % for this type of seeding.

* Apply seed uniformly with a cyclone seeder, drill, cultipacker seeder, or hydro-seeder (slurry may include seed and fertilizer) on a firm, moist seedbed.

* Where feasible, except when a cultipacker type seeder is used, the seedbed should be firmed following seeding operations with a cultipacker, roller or light drag. On sloping land, seeding operations should be on the contour where feasible.

MULCHING

1. Mulch material shall be applied immediately after seeding. Seedings made during optimum seeding dates and with favorable soil conditions and on very flat areas may not need mulch to achieve adequate stabilization. Dormant seeding shall be mulched.

Seed Mix	Permanent Seeding		Notes:
	Seeding Rate		
	lb./ac.	lb./1,000 ft. ²	
General Use			
Creeping Red Fescue	20-40	1/2-1	
Domestic Ryegrass	10-20	1/4-1/2	
Kentucky Bluegrass	10-20	1/4-1/2	
Tall Fescue	40	1	
Dwarf Fescue	40	1	
Steep Banks or Cut Slopes			
Tall Fescue	40	1	
Crown Vetch	10	1/4	Do not seed later than August
Tall Fescue	20	1/2	
Flat Pea	20	1/2	
Tall Fescue	20	1/2	Do not seed later than August
Road Ditches and Swales			
Tall Fescue	40	1	
Dwarf Fescue	90	2 1/4	
Kentucky Bluegrass	5		
Lawns			
Kentucky Bluegrass	60	1 1/2	
Perennial Ryegrass	60	1 1/2	
Kentucky Bluegrass	60	1 1/2	For shaded areas
Creeping Red Fescue	60	1 1/2	

Note: Other approved seed species may be substituted.

Specifications
for
Permanent Seeding

1. Permanent seeding shall not be considered established for at least 1 full year from the time of planting. Seeded areas shall be inspected for failure and reestablished as needed. Depending on site conditions, it may be necessary to irrigate, fertilize, overseed, or reestablish plantings in order to provide permanent vegetation for adequate erosion control.

2. Maintenance fertilization rates shall be established by soil test recommendations or by using the rates shown in the following table.

Mixture	Formula	lb./ac.	lb./1,000 ft. ²	Time	Mowing
Creeping Red Fescue Ryegrass Kentucky Bluegrass	10-10-10	500	12		Not closer than 3"
Tall Fescue	10-10-10	500	12	Fall, yearly or as needed.	Not closer than 4"
Dwarf Fescue	10-10-10	500	12		Not closer than 2"
Crown Vetch Fescue	0-20-20	400	10	Spring, yearly following establishment and every 4-7 yr. thereafter.	Do not mow
Flat Pea Fescue	0-20-20	400	10		Do not mow

Note: Following soil test recommendations is preferred to fertilizer rates shown above.

Specifications
for
Temporary Seeding

Seeding Dates	Species	lb./1,000 ft. ²	Per Ac.
March 1 to August 15	Oats Tall Fescue Annual Ryegrass	3 1 40 lb.	4 bushel 40 lb. 40 lb.
	Perennial Ryegrass Tall Fescue Annual Ryegrass	1 1 1	40 lb. 40 lb. 40 lb.
August 16 to November 1	Rye Tall Fescue Annual Ryegrass	3 1 1	2 bushel 40 lb. 40 lb.
	Wheat Tall Fescue Annual Ryegrass	3 1 1	2 bushel 40 lb. 40 lb.
	Perennial Ryegrass Tall Fescue Annual Ryegrass	1 1 1	40 lb. 40 lb. 40 lb.
November 1 to Spring Seeding	Use mulch only, sodding practices or dormant seeding		

Note: Other approved seed species may be substituted.

1. Structural erosion and sediment control practices such as diversions and sediment traps shall be installed and stabilized with temporary seeding prior to grading the rest of the construction site.

2. Temporary seed shall be applied between construction operations on soil that will not be graded or reworked for 45 days or more. These idle areas should be seeded as soon as possible after grading or shall be seeded within 7 days.

Several applications of temporary seeding are necessary on typical construction projects.

3. The seedbed should be pulverized and loose to ensure the success of establishing vegetation. However, temporary seeding shall not be postponed if ideal seedbed preparation is not possible.

4. Soil Amendments-Applications of temporary vegetation shall establish adequate stands of vegetation that may require the use of soil amendments. Soil tests should be taken on the site to predict the need for lime and fertilizer.

5. Seeding Method Seed shall be applied uniformly with a cyclone seeder, drill, cultipacker seeder, or hydro-seeder. When feasible, seed that has been broadcast shall be covered by raking and dragging and then lightly tamped into place using a roller or cultipacker. If hydroseeding is used, the seed and fertilizer will be mixed on site and the seeding shall be done immediately and without interruption.

MULCHING TEMPORARY SEEDING

1. Applications of temporary seeding shall include mulch that shall be applied during or immediately after seeding. Seedings made during optimum seeding dates and with favorable soil conditions and on very flat areas may not need mulch to achieve adequate stabilization.

2. Materials:

* Straw-If straw is used, it shall be unrotted small-grain straw applied at the rate of 2 tons/ac. or 90 lbs./1,000 sq. ft. (two to three bales). The mulch shall be spread uniformly by hand or mechanically so the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 sq. ft. sections and spread two 45-lb. bales of straw in each section.

* Hydroseeds-If wood cellulose fiber is used, it shall be used at 2,000 lb./ac/ or 46 lb./1,000 sq. ft.

* Other-Other acceptable mulches include mulch matting applied according to manufacturer's recommendations or wood chips applied at 6 tons/ac.

* Mechanical-A disk, crimper, or similar type tool shall be set straight to punch or anchor the mulch material into the soil. Straw mechanically anchored shall not be finely chopped but, generally, be left longer than 6 in.

* Mulch Nettings-Netting shall be used according to the manufacturer's recommendations. Netting may be necessary to hold mulch in place in areas of concentrated runoff and on critical slopes.

* Asphalt Emulsion-Asphalt shall be applied as recommended by the manufacturer or at the rate of 160 gal./ac.

* Synthetic Binders-Synthetic binders such as Acrylic DLR (Agri-Tac), DCA-70, Petroset, Terra Tack or equivalent may be used at rates recommended by manufacturer.

* Wood Cellulose Fiber-Wood cellulose fiber binder shall be applied at a net dry weight of 750 lb./ac. The wood cellulose fiber shall be mixed with water and the mixture shall contain a maximum of 50 lbs./100 gal.

Specifications
for
Mulching

1. Mulch and/or other appropriate vegetative practices shall be applied to disturbed areas within 7 days of grading if the area is to remain dormant (undisturbed) for more than 45 days or on an area and portions of the site which can be brought to final grade.

2. Mulch shall consist of one of the following:

* Straw-Straw shall be unrotted small-grain straw applied at the rate of 2 tons/ac. or 90 lbs./1,000 sq. ft. (two to three bales). The mulch shall be spread uniformly by hand or mechanically so the soil surface is covered. For uniform distribution of hand-spread mulch, divide area into approximately 1,000 sq. ft. sections and spread two 45 lb. bales of straw in each section.

* Hydroseeds-Wood cellulose fiber should be used at 2,000 lb./ac. or 46 lb./1,000 sq. ft.

* Other-Other acceptable mulches include mulch matting applied according to manufacturer's recommendations or wood chips applied at 10-20 tons/ac.

3. Mulch Anchoring-Mulch shall be anchored immediately to minimize loss by wind or runoff. The following are accepted methods for anchoring mulch:

* Mechanical-Use a disk, crimper, or similar type tool set straight to punch or anchor the mulch material into the soil. Straw mechanically anchored shall not be finely chopped but generally be left longer than 6 in.

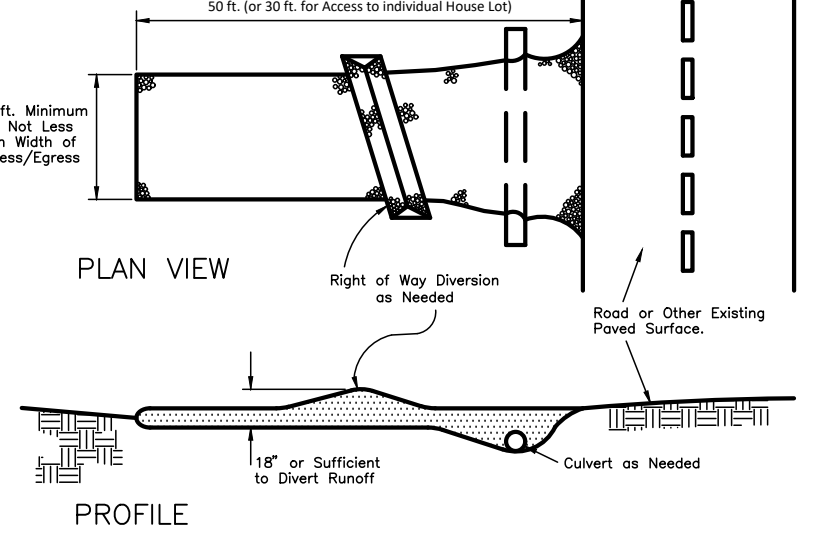
* Mulch Nettings-Use according to the manufacturer's recommendations, following all placement and anchoring suggestions. Use in areas of water concentration and steep slopes to hold mulch in place.

* Asphalt Emulsion-For straw mulch, apply at the rate of 160 gal./ac. (0.1 gal./sq) into the mulch as it is being applied or as recommended by the manufacturer.

* Synthetic Binders-For straw mulch, synthetic binders such as Acrylic DLR (Agri-Tac), DCA-70, Petroset, Terra Tack or equivalent may be used at rates recommended by manufacturer.

* Wood Cellulose Fiber-Wood cellulose fiber may be used for anchoring straw. The fiber binder shall be applied at a net dry weight of 750 lb./acre. The wood cellulose fiber shall be mixed with water and the mixture shall contain a maximum of 50 lbs./100 gal.

Specifications
for
Construction Entrance



1. Stone Size-Two-inch stone shall be used, or recycled concrete equivalent.

2. Length-The construction entrance shall be as long as required to stabilize high traffic areas but not less than 70 ft. (except on single residence lot where a 30 ft. minimum length applies).

3. Thickness-The stone layer shall be at least 6 in. thick.

4. Width-The entrance shall be at least 10 ft. wide, but not less than the full width at points where ingress or egress occurs.

5. Bedding-A geotextile shall be placed over the entire area prior to placing stone. It shall have a Grab Tensile Strength of at least 200 lb. and a Mullen Burst Strength of at least 190 lb.

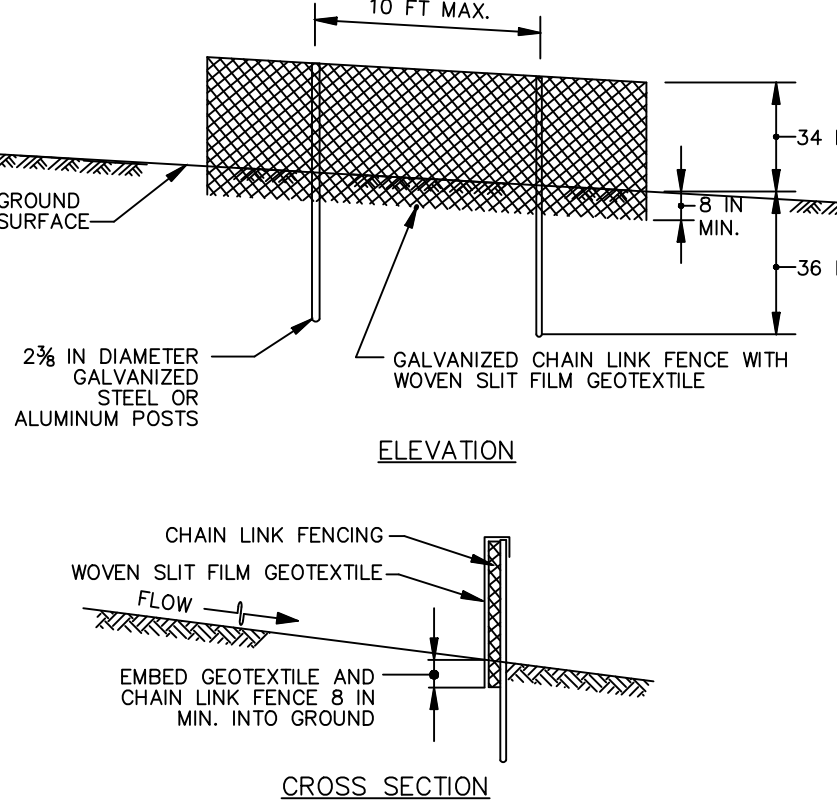
6. Culvert-A pipe or culvert shall be constructed under the entrance if needed to prevent surface water flowing across the entrance from being directed out onto paved surfaces.

7. Water Bar-A water bar shall be constructed as part of the construction entrance if needed to prevent surface runoff from flowing the length of the construction entrance and out onto paved surfaces.

8. Maintenance-Top dressing of additional stone shall be applied as conditions demand. Mud spilled, dropped, washed or tracked onto public roads, or any surface where runoff is not checked by sediment controls, shall be removed immediately. Removal shall be accomplished by scraping or sweeping.

9. Construction entrances shall not be relied upon to remove mud from vehicles and prevent off-site tracking. Vehicles that enter and leave the construction site shall be restricted from muddy areas.

Specifications
for
Super Silt Fence



CONSTRUCTION SPECIFICATIONS

1. INSTALL 2 3/8 INCH DIAMETER GALVANIZED STEEL POSTS OF 0.095 INCH WALL THICKNESS AND SIX FOOT LENGTH SPACED NO FURTHER THAN 10 FEET APART. DRIVE THE POSTS A MINIMUM OF 36 INCHES INTO THE GROUND.

2. FASTEN 2 GAUGE OR HEAVIER GALVANIZED CHAIN LINK FENCE (2 OPENING) 42 INCHES IN HEIGHT SECURELY TO THE FENCE POSTS WITH WIRE TIES OR HUG RINGS.

3. FASTEN WOVEN SLIT FILM GEOTEXTILE AS SPECIFIED IN SECTION H-1 MATERIALS, SECURELY TO THE UPSLOPE SIDE OF CHAIN LINK FENCE WITH SPACED EVERY 24 INCHES AT THE TOP AND MID SECTION. EMBED GEOTEXTILE AND CHAIN LINK FENCE A MINIMUM OF 8 INCHES INTO THE GROUND.

4. WHERE ENDS OF THE GEOTEXTILE COME TOGETHER, THE ENDS SHALL BE OVERLAPPED BY 6 INCHES, FOLDED, AND STAPLED TO PREVENT SEDIMENT BY PASS.

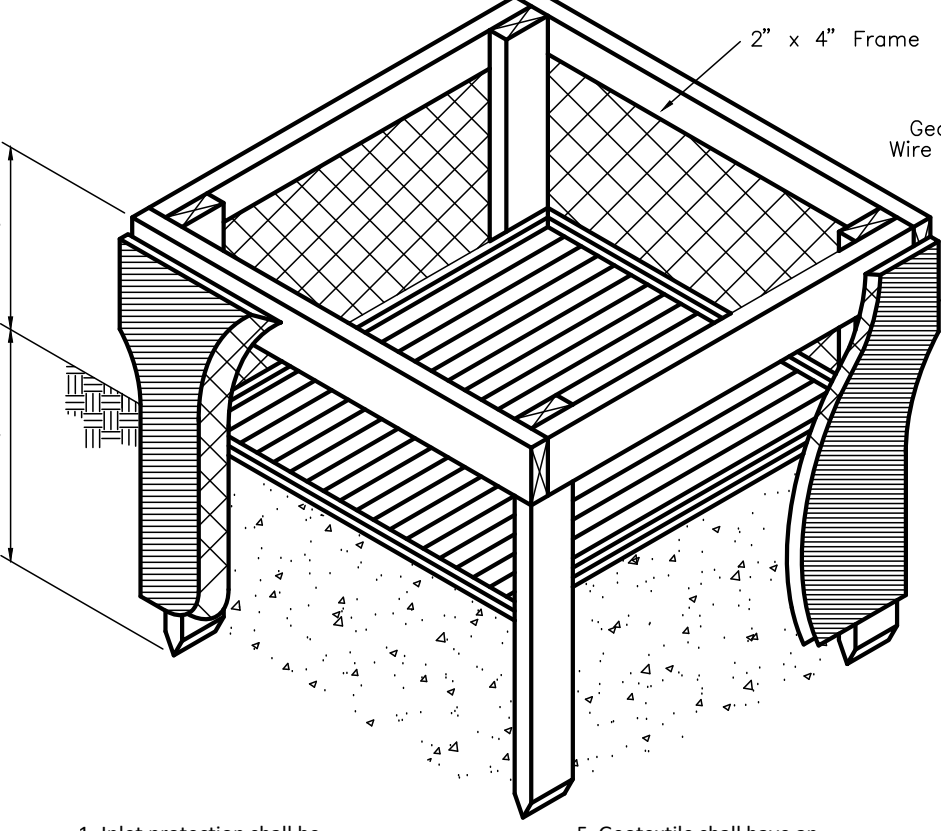
5. EXTEND BOTH ENDS OF THE SUPER SILT FENCE A MINIMUM OF FIVE HORIZONTAL FEET UPSLOPE AT 45 DEGREES TO THE MAIN FENCE ALIGNMENT TO PREVENT RUNOFF FROM GOING AROUND THE ENDS OF THE SUPER SILT FENCE.

6. PROVIDE MANUFACTURER CERTIFICATION TO THE INSPECTION/ENFORCEMENT AUTHORITY SHOWING THAT GEOTEXTILE USED MEETS THE REQUIREMENTS IN SECTION H-1 MATERIALS.

7. SILTRON 21 IS AN ACCEPTABLE ALTERNATE TO THE DETAIL DESCRIBED HEREIN.

8. REMOVE ACCUMULATED SEDIMENT AND DEBRIS WHEN BULGES DEVELOP IN FENCE OR WHEN SEDIMENT REACHES 25% OF FENCE HEIGHT. REPLACE GEOTEXTILE IF TORN. IF UNDERMINING OCCURS, REINSTALL CHAIN LINK FENCING AND GEOTEXTILE.

Specifications
for
Inlet Protection in Swales, Ditch Lines or Yard Inlets



1. Inlet protection shall be constructed either before upslope land disturbance begins or before the storm drain becomes operational.

2. The earth around the inlet shall be excavated completely to a depth of at least 18 in.

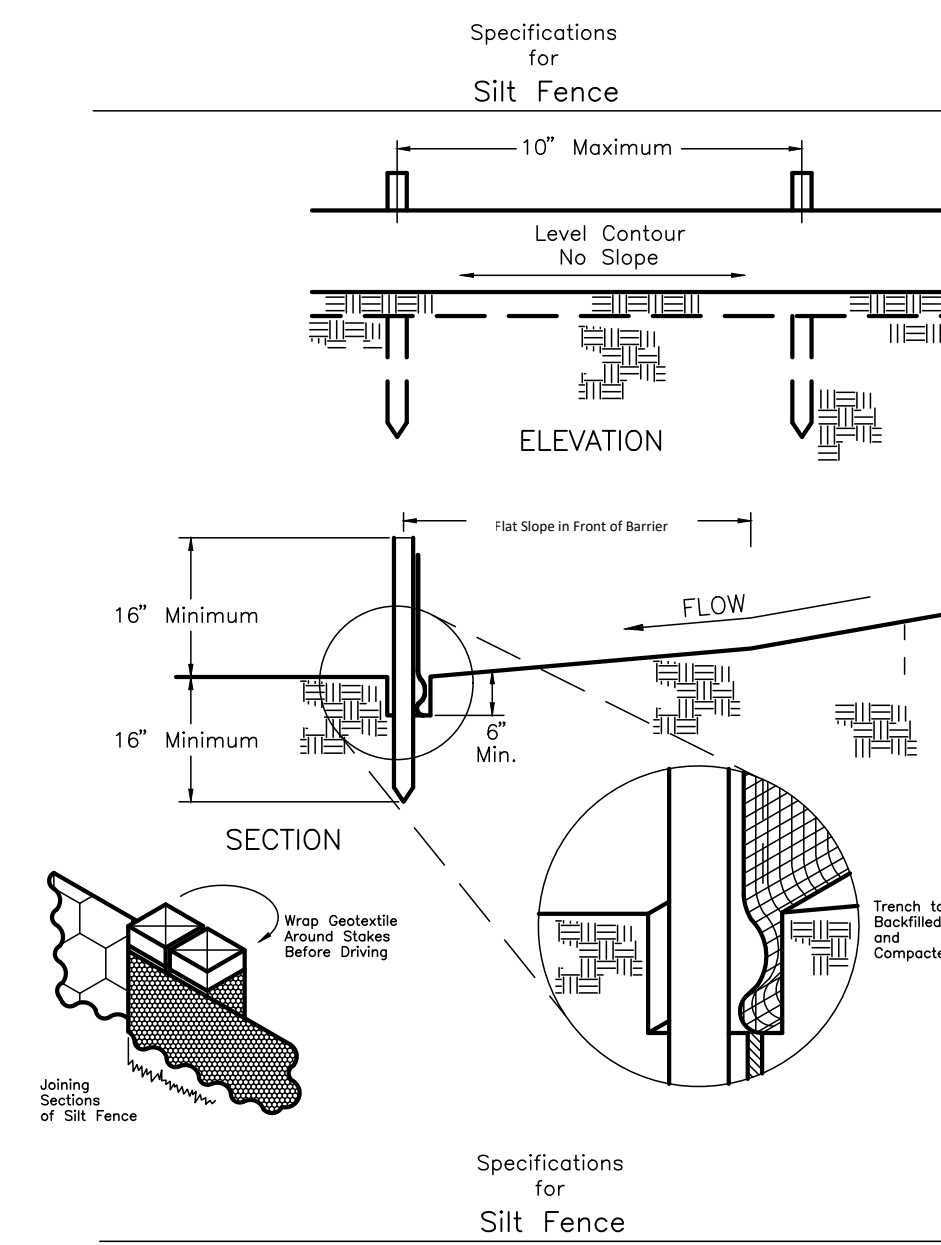
3. The wooden frame shall be constructed of 2-by-4 in. construction grade lumber. The 2-by-4 in. posts shall be driven 1 ft. into the ground at four corners of the inlet and the top portion of 2-by-4 in. frame assembled using the overlap joint shown. The top of the frame shall be at least 6 in. below adjacent roads if ponded water would pose a safety hazard to traffic.

4. Wire mesh shall be of sufficient strength to support fabric with water fully impounded against it. It shall be stretched tightly around the frame and fastened securely to the frame.

5. Geotextile shall have an equivalent opening size of 20-40 sieve and be resistant to sunlight. It shall be stretched tightly around the frame and fastened securely. It shall extend from the top of the frame to 18 in. below the inlet notch elevation. The geotextile shall overlap across one side of the inlet so the ends of the cloth are not fastened to the same post.

6. Backfill shall be placed around the inlet in compacted 6-in. layers until the earth is even with notch elevation on ends and top elevation on sides.

7. A compacted earth dike or a check dam shall be constructed in the ditch line below the inlet if the inlet is not in a depression and if runoff bypassing the inlet will not flow to a settling pond. The top of the earth dikes shall be at least 6 in. higher than the top of the frame.



1. Silt fence shall be constructed before upslope land disturbance begins.

2. All silt fences shall be placed as close to the contour as possible so that water will not concentrate at low points in the fence and so that small swales or depressions, which may carry small concentrated flows to the silt fence, are dissipated along its length.

3. To prevent water ponded by the silt fence from flowing around the ends, each end shall be constructed upslope so that the ends are at a higher elevation.

4. Where possible, silt fence shall be placed on the flattest area available.

5. Where possible, vegetation shall be preserved for 5 ft. (or as much as possible) upslope from the silt fence. If vegetation is removed, it shall be reestablished within 7 days from the installation of the silt fence.

6. The height of the silt fence shall be a minimum of 16 in. above the original ground surface.

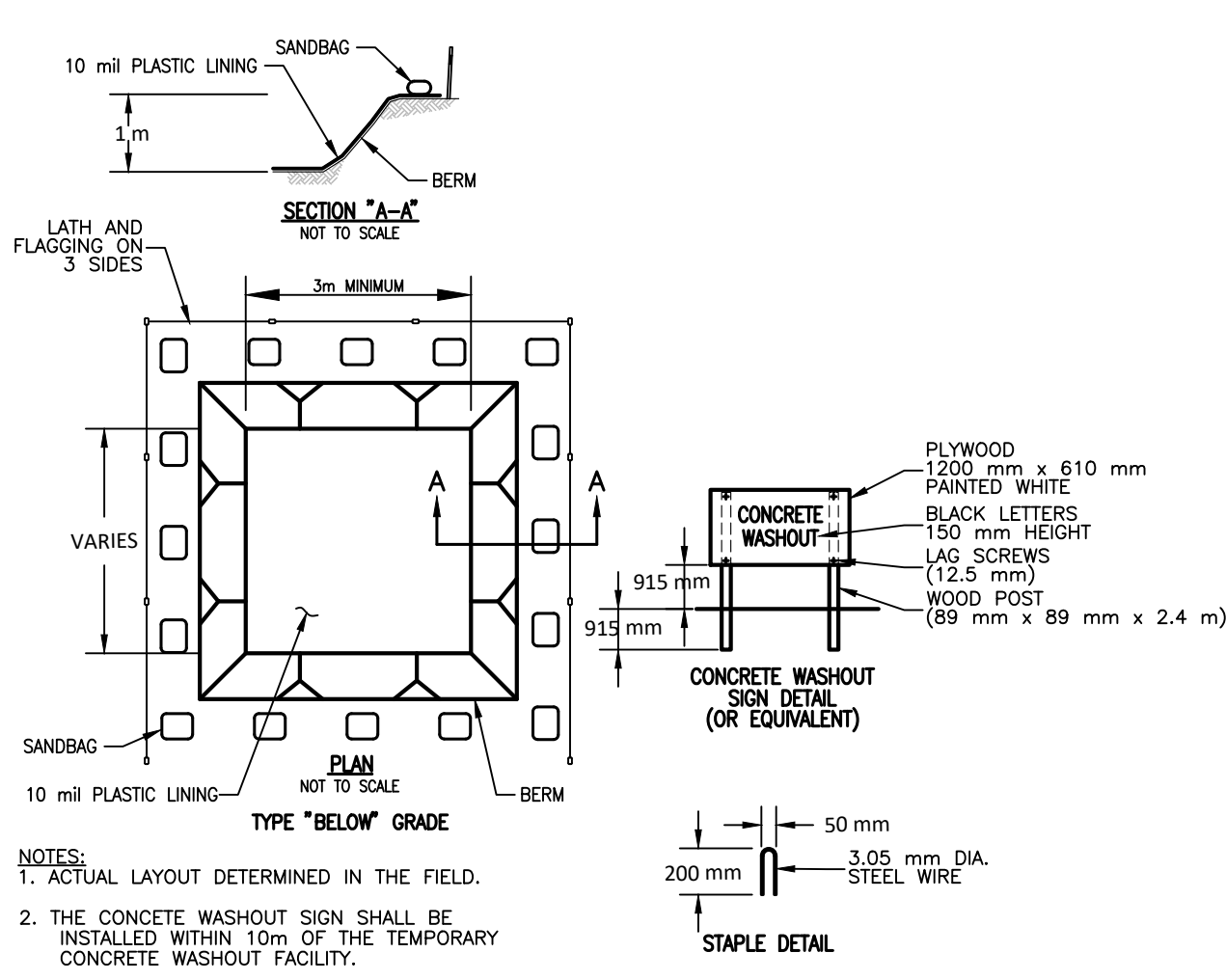
7. The silt fence shall be placed in a trench cut a minimum of 6 in. deep. The trench shall be cut with a trencher, cable laying machine, or other suitable device that will ensure an adequately uniform trench depth.

8. The silt fence shall be placed with the stakes on the downslope side of the geotextile and so that 8-in. of cloth are below the ground surface. Excess material shall lie on the bottom of the 6-in. deep trench. The trench shall be backfilled and compacted.

9. Seams between section of silt fence shall be overlapped with the end stakes of each section wrapped together before driving into the ground.

Fabric Properties	
Minimum Tensile Strength	220 lbs.
Minimum Elongation at Break	10%
Minimum Puncture Strength	50 lbs.
Minimum Tear Strength	50 lbs.
Minimum Burst Strength	200 psi
Acquaint Opening Size	< 0.075 mm
Minimum Permeability	1 x 10 ⁻⁶ sec.
Ultraviolet Exposure Strength Retention	> 70 %

Specifications
for
CONCRETE WASHOUT



NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 10m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

1. THE RESIDUE OR CONTENTS OF ALL CONCRETE MIXERS, DUMP TRUCKS, OTHER CONVEYANCE EQUIPMENT AND FINISHING TOOLS SHALL BE WASHED INTO CONCRETE CLEAN-OUT STRUCTURES CONSISTING OF A STRAW BALE BARRIER WITH GRAVEL BACKFILL. THE LENGTH AND WIDTH OF THESE STRUCTURES SHALL BE AS DETERMINED BY THE CONTRACTOR TO FACILITATE THE PARTICULAR EQUIPMENT USED. THESE STRUCTURES SHALL BE CONSTRUCTED ON LEVEL GROUND AT LEAST 100' FROM THE NEAREST WATERCOURSE, DRAINAGE SWALE OR INLET. AT NO TIME SHALL THE STRUCTURE BE ALLOWED TO BE MORE THAN 50% FULL. THE CONTRACTOR SHALL MAINTAIN THESE PONDS UNTIL ALL CONCRETE PLACEMENT IS COMPLETE FOR THE PROJECT.

2. EMBED THE STRAW BALES 4" INTO THE SOIL. PROVIDE TWO ROWS OF BALES, AS SHOWN ON THE DETAIL, WITH ENDS AND CORNERS TIGHTLY ABUTTING. ORIENT THE STRAW BALES LENGTHWISE WITH BINDINGS AROUND THE SIDES OF THE BALES SO THE WIRE DOES NOT CONTACT THE SOIL. DRIVE 2"x2" WOOD STAKES THROUGH EACH BALE, TO SECURELY ANCHOR THE BALE AND CONNECT ADJACENT BALES. GRAVEL BACKFILL SHALL BE PROVIDED AND TAMPED AROUND THE OUTSIDE PERIMETER OF THE BALES TO PREVENT EROSION AND FLOW AROUND THE BALES.

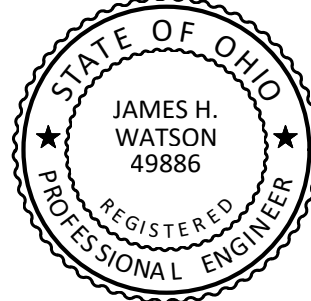
3. THE INTENT OF THESE STRUCTURES IS TO COLLECT ALL CONCRETE WASH OUT WATER AND ALLOW IT TO DRY TO A SOLID MATERIAL. AFTER DRYING, THE SOLID MATERIAL CAN BE REMOVED WITH A LOADER OR EXCAVATOR FOR PROPER DISPOSAL. WASH OUT WILL NOT BE PERMITTED IN ANY OTHER AREAS.

4. USE THE MINIMUM AMOUNT OF WATER TO WASH THE VEHICLES AND EQUIPMENT. NEVER DISPOSE OF WASH OUT INTO THE STREET, STORM INLET, DRAINAGE SWALE OR WATERCOURSE. DISPOSE OF SMALL AMOUNTS OF EXCESS DRY CONCRETE, GROUT AND MORTAR IN THE TRASH. ANY SOAPS THAT ARE UTILIZED SHALL BE PHOSPHATE-FREE AND BIODEGRADABLE.

5. ADDITIONAL CONCRETE CLEAN-OUT STRUCTURES SHALL BE CONSTRUCTED WITHIN THE SPECIFIED AREA AS NEEDED TO ADOPT UPON THE VOLUME OF WASH OUT GENERATED DAILY.

PROPOSED PD AMENDMENT TO JEFF WYLER NISSAN

8680 COLERAIN AVENUE
HAMILTON COUNTY, OHIO
NOTES & DETAILS



James H. Watson

OHIO811.org
Before You Dig
811 OR 1-800-362-2764
CALL TWO WORKING DAYS BEFORE YOU DIG
(NON MEMBERS MUST BE CALLED DIRECTLY)

Revision	By	Date
FOR PERMIT SUBMITTAL		04/19/24

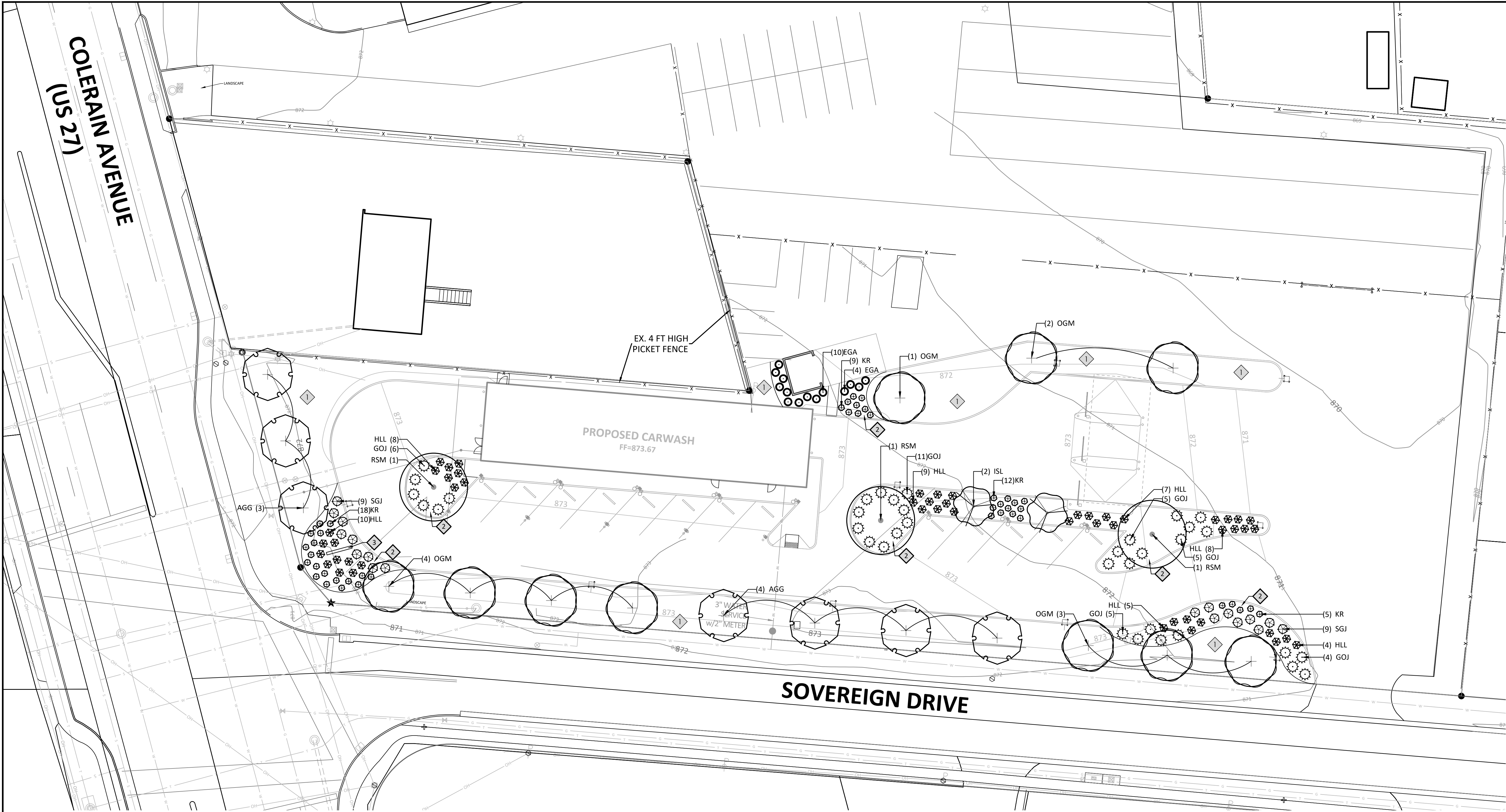
Date	04/19/24
Scale	AS NOTED
Drawn By	DA
Proj. Mgr.	JW
Survey Database	DWG
	21603104-IMP-00
X-Ref(s)	
Project Number	21603.10
File No.	21603
Sheet No.	C106

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3700 Park 42 Drive
Suite 1908
Cincinnati OH 45241
Phone 513.759.0004
www.mspsdesign.com

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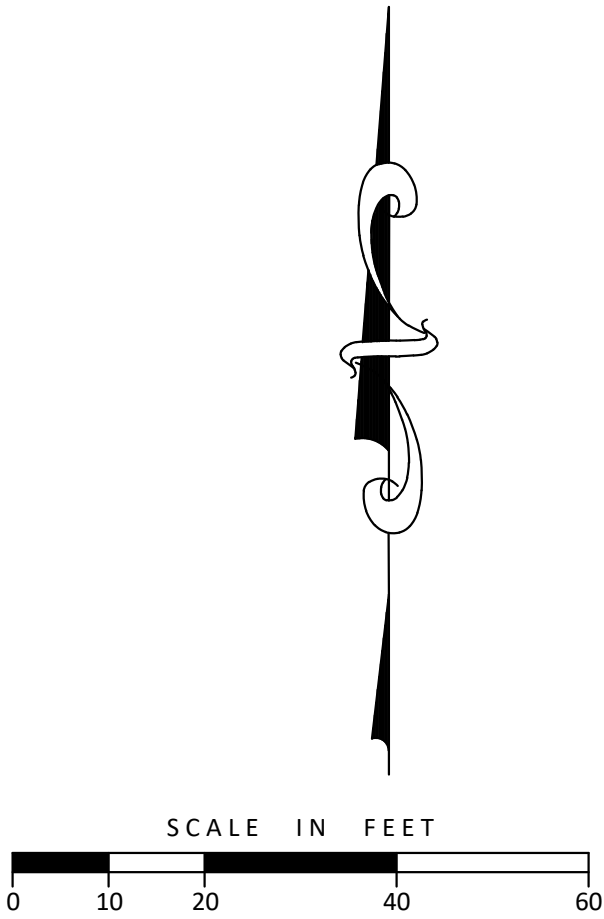
PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
ORNAMENTAL TREES				
ISL	2	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" - 2 1/2" CAL. B&B
SHADE TREES				
RSM	3	Acer rubrum 'Franksred' TM	Red Sunset Maple	2 1/2" - 3" CAL. B&B
OGM	10	Acer rubrum 'October Glory' TM	October Glory Maple	2 1/2" - 3" CAL. B&B
AGG	7	Ginkgo biloba 'Autumn Gold' TM	Autumn Gold Maidenhair Tree	2 1/2" - 3" CAL. B&B
DECIDUOUS SHRUBS				
HLL	51	Hydrangea paniculata 'Little Lime'	Little Lime Hydrangea	#3 CONT.
KR	44	Rosa hybrids 'Knockout' TM	Knockout Rose	#3 CONT.
EVERGREEN SHRUBS				
SGJ	18	Juniperus chinensis 'Sea Green'	Sea Green Juniper	#3 CONT.
GOJ	36	Juniperus virginiana 'Grey Owl'	Grey Owl Juniper	#3 CONT.
EGA	14	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	6"-7" B&B

CODED NOTES

- 1 LAWN
- 2 MULCHED LANDSCAPE BED
- 3 ID SIGN

	Required	Provided	Required	Provided
Parking/ Vehicular	A minimum 15% of the parking area shall be landscaped (15%)(30,127 SF)= 4,519 SF	17.7% or 5,334 SF	"Each individual landscaped island shall include a minimum of 1 tree, and 2 shrubs"	
Buffer	One canopy tree per 35 feet of lineal street frontage 438 FT/35 = 13.8 14 trees	14 trees	10 SF of landscaped area including flowers, shrubs, or groundcovers, per 100 SF of streetscape buffer 7,024/100 = 70.24 (70.24)(10)=702.4 702 SF required	752 SF landscaped area



MSP

DESIGN

McGill Smith Punshon

■ Architecture

■ Engineering

■ Landscape Architecture

■ Planning

■ Surveying

3700 Park 42 Drive

Suite 190B

Cincinnati OH 45241

Phone 513.759.0004

www.mspsdesign.com

Project Manager	JW
Drawn By	LC
DWG	21603106-PLA
X-Ref(s)	---

Issue/Revision	No.	Date

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JEFF WYLER NISSAN OF CINCINNATI

8640 COLERAIN AVE

CINCINNATI, OHIO 45251

LOCATION

COLERAIN TOWNSHIP

Sheet Title

LANDSCAPE PLAN

Project Number	21603.10
Drawing Scale	1" = 20'
Sheet Number	L101
File Number	21603

OHIO811.org

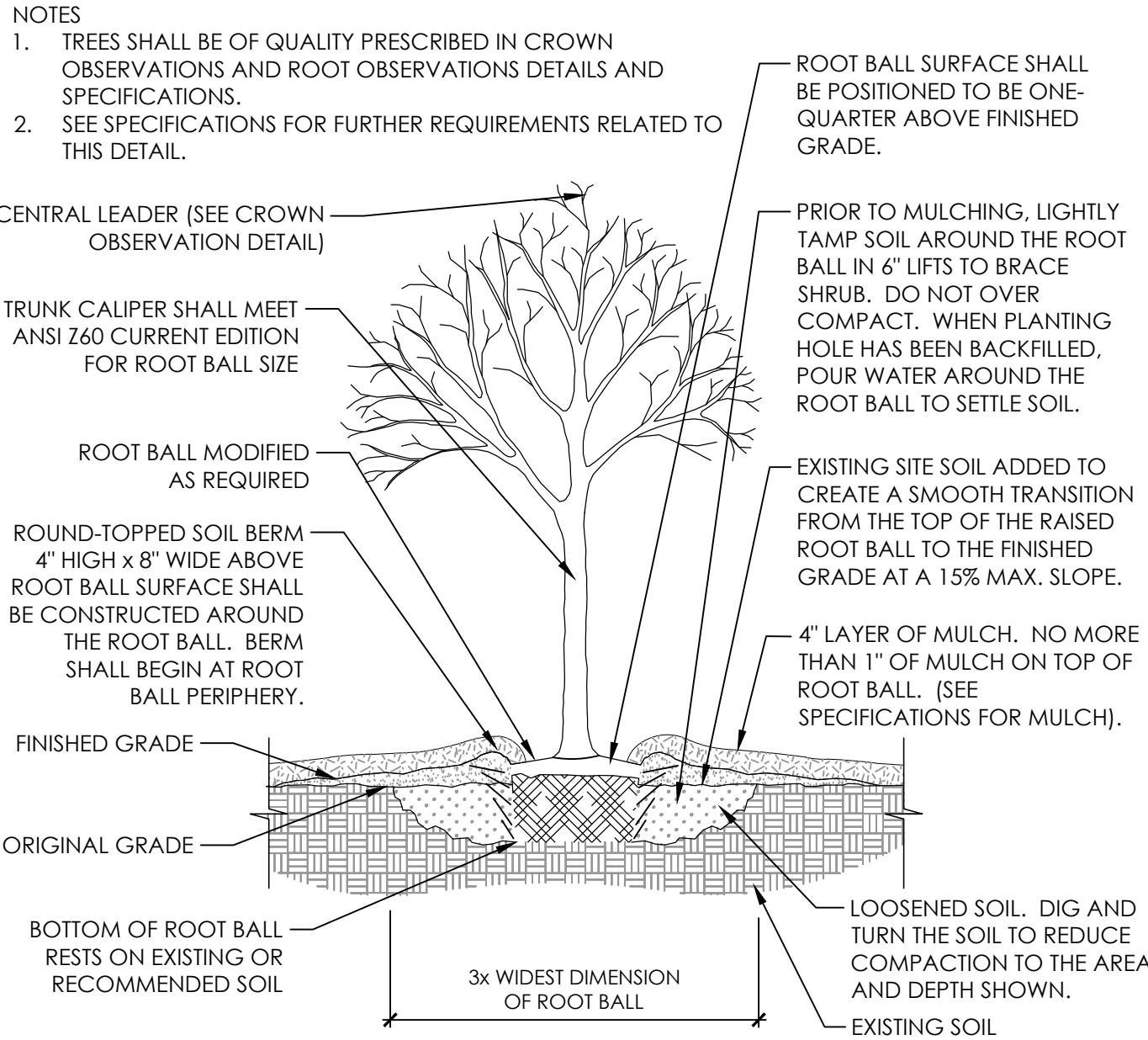
Before You Dig

811 OR 1-800-362-2764

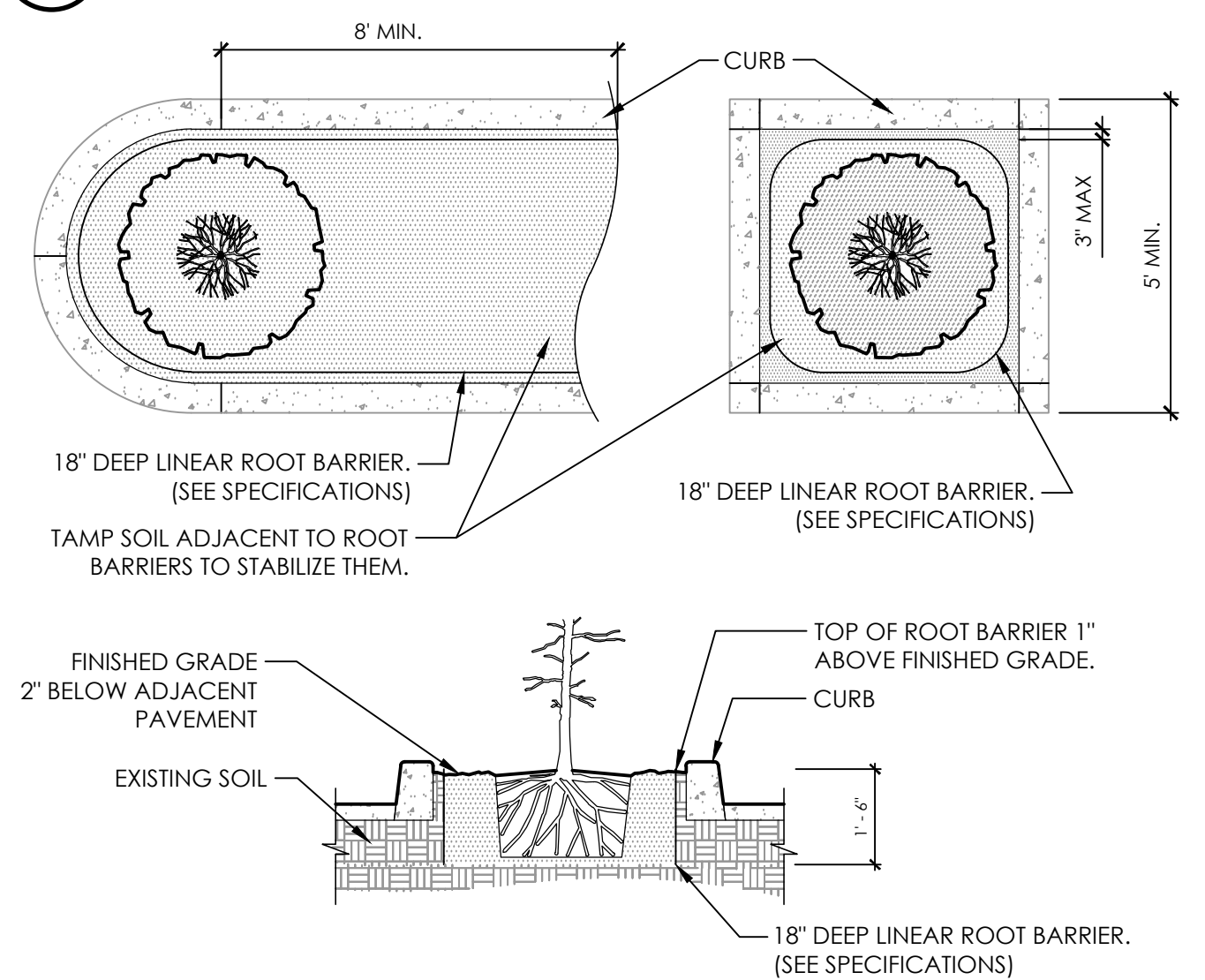
CALL TWO WORKING DAYS BEFORE YOU DIG

(NON MEMBERS MUST BE CALLED DIRECTLY)

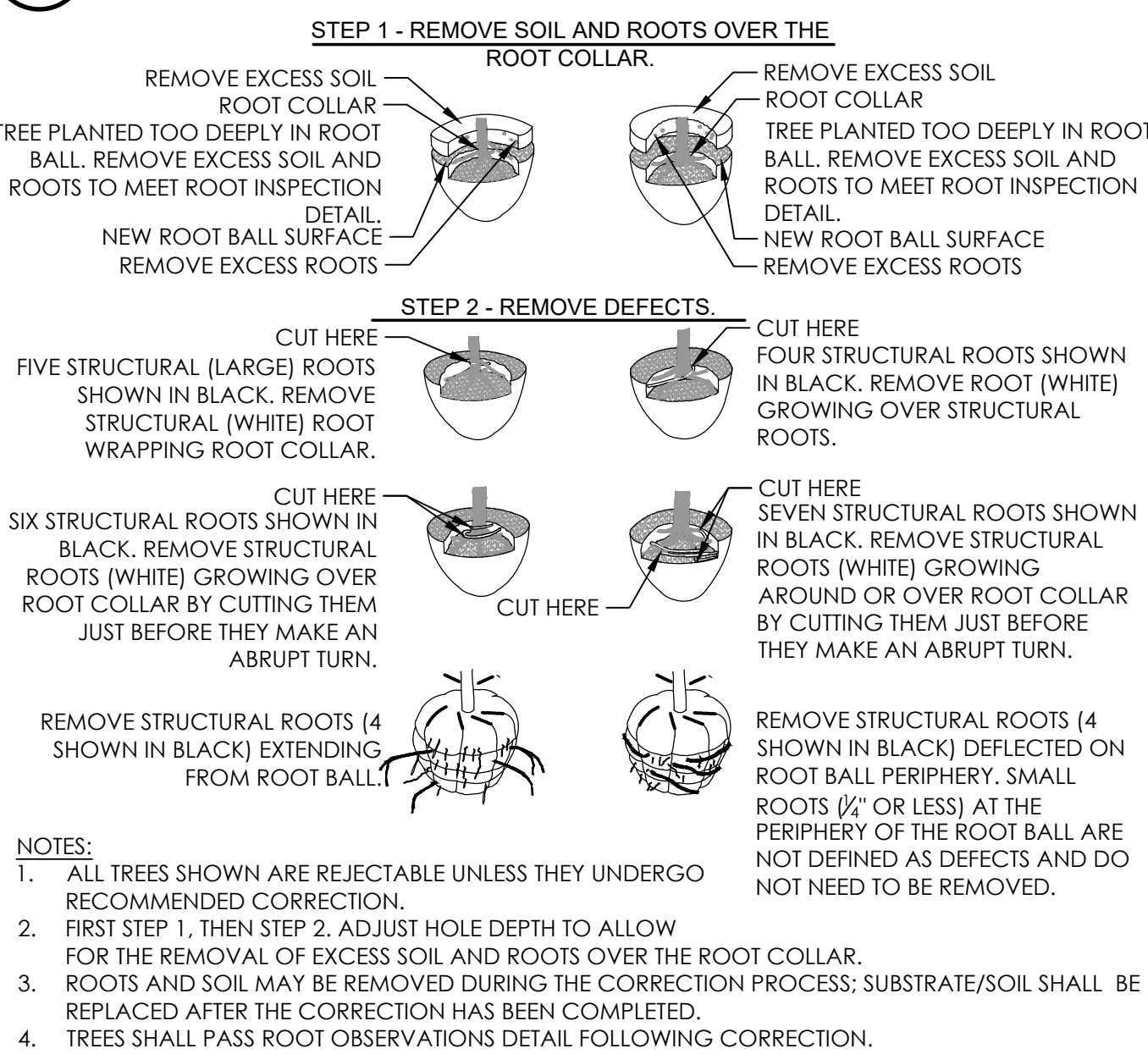
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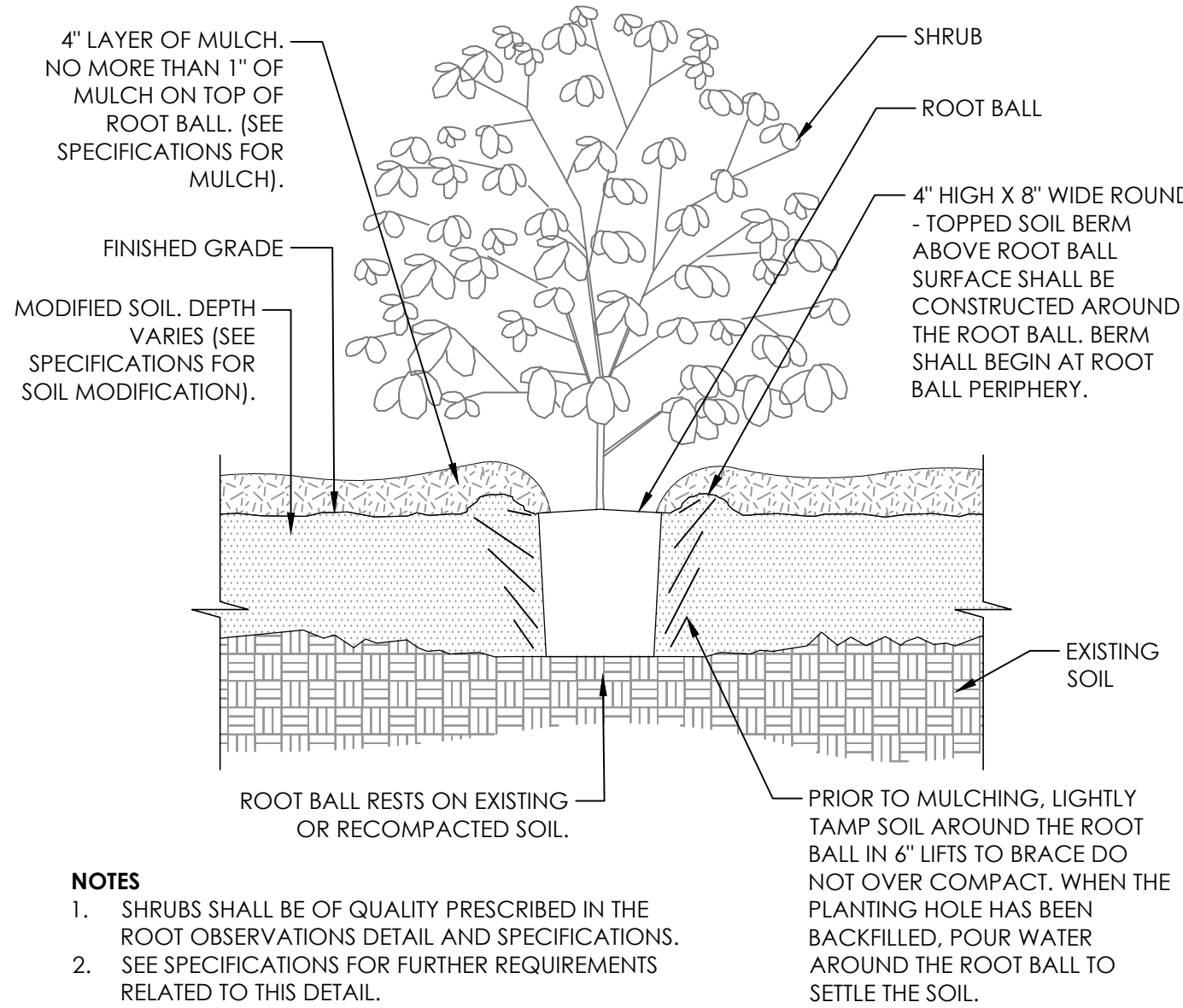
1 TREE PLANTING P-WY1-05 SECTION NOT TO SCALE



2 GROUND COVER PLANTINGS P-WY1-02 SECTION-PLAN 1/2" = 1'-0"



5 ROOT CORRECTION - BALL AND BURLAPPED P-WY1-06 SECTION-ELEVATION NOT TO SCALE



3 SHRUB PLANTING IN MODIFIED SOIL P-WY1-07 SECTION NOT TO SCALE

GENERAL NOTES - PLANT MIX

TOPSOIL: FERTILE, FRIABLE NATURAL TOPSOIL OF LOAMY CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL, OBTAINED FROM A WELL-DRAINED ARABLE SITE, REASONABLY FREE FROM CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIALS, WITH ACIDITY RANGE BETWEEN PH 6.0 AND 6.8.

- A. IDENTIFY SOURCE LOCATION OF TOPSOIL PROPOSED FOR USE ON THE PROJECT.
- B. PROVIDE TOPSOIL FREE OF SUBSTANCES HARMFUL TO THE PLANTS, WHICH WILL BE GROWN IN THE SOIL.

PEAT MOSS: SHREDDED, LOOSE, SPHAGNUM MOSS; FREE OF LUMPS, ROOTS, INORGANIC MATERIAL OR ACIDIC MATERIALS; MINIMUM OF (95) NINETY-FIVE PERCENT ORGANIC MATERIAL MEASURED BY OVEN DRY WEIGHT, A PH RANGE OF (4 TO 5) FOUR TO FIVE; AND A MOISTURE CONTENT OF (30) THIRTY PERCENT.

MANURE: STERILIZED COW OR DEHYDRATED HORSE MANURE, SHREDDED, WEED AND SEED FREE. FURNISH IN BAGS OR BULK.

BONE MEAL: RAW, FINELY GROUND, COMMERCIAL GRADE, MINIMUM 3% NITROGEN, 20% PHOSPHOROUS.

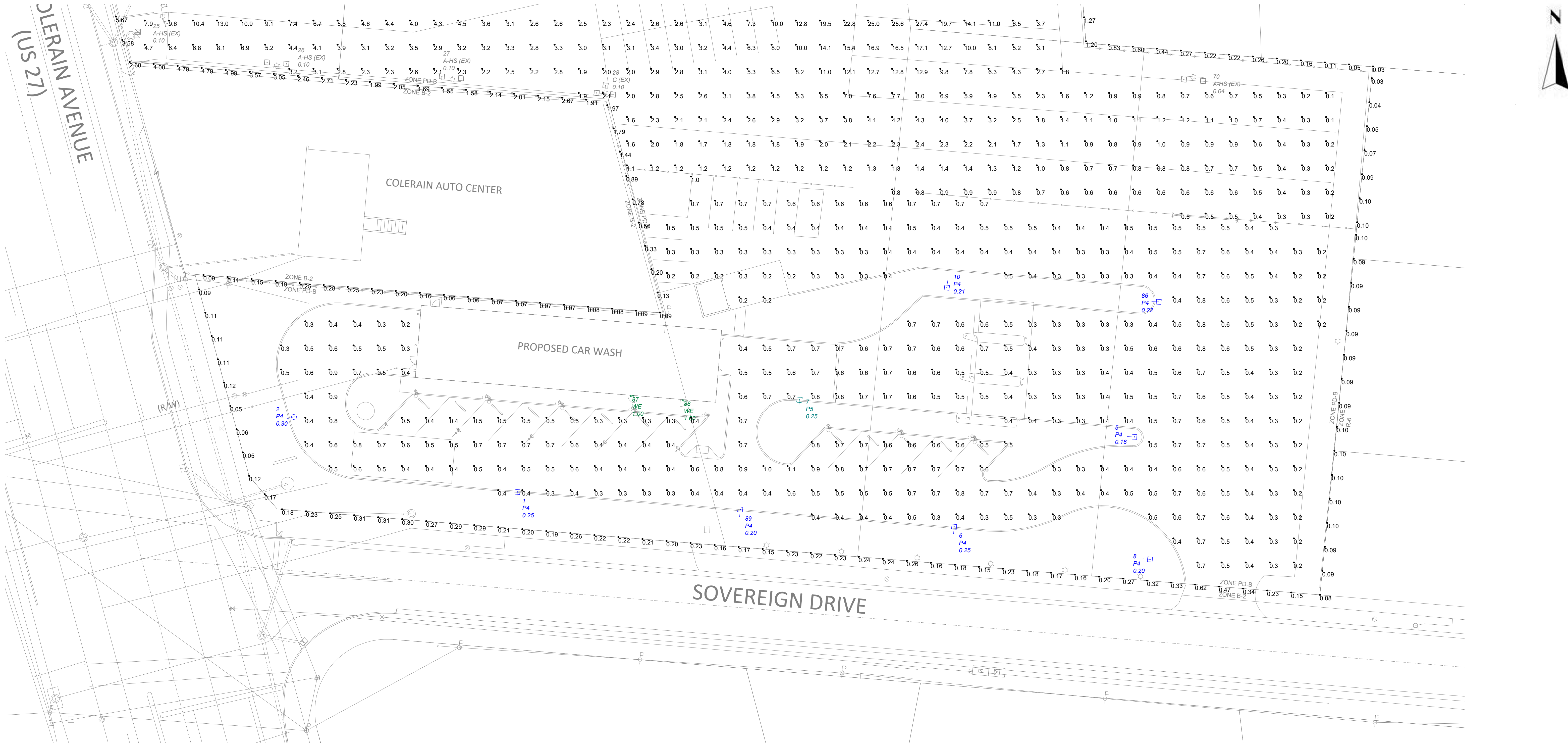
FERTILIZER: COMMERCIALY APPROVED 12-12-12 (12% NITROGEN, 12% PHOSPHORIC ACID, AND 12% POTASH BY WEIGHT). 1/4 OF NITROGEN IN THE FORM OF NITRATES; 1/4 IN THE FORM OF AMMONIA SALT, AND 1/2 IN THE FORM OF ORGANIC NITROGEN.

PROVIDE PRE-MIXED PLANTING MIXTURE FOR USE AROUND THE ROOT BALL/ROOTS OF THE PLANTS CONSISTING OF 5 PARTS TOPSOIL, 1 PART PEAT MOSS, 1 PART MANURE, 10 LBS. FERTILIZER (PER CUBIC YARD) AND 2 1/3 LBS. OF BONE MEAL (PER CUBIC YARD).

GENERAL NOTES - PLANTING

- LANDSCAPE CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UTILITIES WITH THE OWNER, OWNER'S REPRESENTATIVE, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER AND UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IN THE FIELD ACTUAL LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES, WHETHER INDICATED ON PLANS OR NOT. LANDSCAPE CONTRACTOR MUST CALL THE UTILITIES PROTECTION SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. LANDSCAPE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR DAMAGE OF UTILITY LINES, WHICH IS CAUSED BY THEIR ACTIONS OR THE ACTIONS OF THEIR CONSULTANTS.
- LANDSCAPE CONTRACTOR TO EXAMINE FINISH SURFACE, GRADE ACCURACY AND TOPSOIL FOR DEPTH AND QUALITY; REFER TO SPECIFICATIONS (IF APPLICABLE); IF CONDITIONS ARE UNSATISFACTORY, NOTIFY OWNER, OWNER'S REPRESENTATIVE, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER AND DO NOT BEGIN WORK UNTIL CONDITIONS HAVE BEEN CORRECTED.
- AFTER INSTALLATION, REPAIR ALL DAMAGES MADE TO EXISTING CONDITIONS TO OWNER'S REPRESENTATIVE'S SATISFACTION.
- PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION AND SHALL HAVE PASSED INSPECTION REQUIRED UNDER STATE REGULATIONS. CALL (202)-789-2900 TO OBTAIN A COPY OF THE AMERICAN STANDARD FOR NURSERY STOCK BOOKLET.
- NURSERY STOCK IDENTIFICATION TAGS SHALL NOT BE REMOVED FROM ANY PLANTING PRIOR TO INSPECTION AND APPROVAL OF INSTALLATION BY THE OWNER'S REPRESENTATIVE.
- ALL PLANTINGS TO BE CONTAINED WITHIN BARK MULCHED BED. ALL TREES LOCATED WITHIN LAWN AREAS TO BE CONTAINED WITH A 5' MULCH RING. BARK MULCH SHALL BE FINELY SHREDDED HARDWOOD, DARK IN COLOR.
- SEED ALL DISTURBED LAWN AREAS THAT ARE NOT LANDSCAPED.
- LANDSCAPE CONTRACTOR, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE IN LAWN AREAS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PLANTS LIVABILITY. REFER TO FRONT END SPECIFICATIONS IF APPLICABLE.
- ANY LANDSCAPE CONTRACTOR RECOMMENDED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. UNAPPROVED SUBSTITUTIONS SHALL BE REMOVED AND REPLACED WITH APPROPRIATE PLANTS.
- A COMPLETE LIST OF PLANTS, INCLUDING A SCHEDULE OF SIZES, QUANTITIES, AND OTHER COMMENTS IS SHOWN ON THE DRAWINGS (IF REQUIRED). IN THE EVENT THAT QUANTITY DISCREPANCIES OR MATERIAL OMISSIONS OCCUR IN THE PLANT SCHEDULE, THE PLANTING PLANS SHALL GOVERN.
- GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER OR LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL ORDINANCES AND SHALL MAKE CONSULTANTS AWARE OF THESE ORDINANCES.
- GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER OR LANDSCAPE CONTRACTOR TO COORDINATE CONSTRUCTION STAGING AND MATERIAL STOCKPILING WITH THE OWNER OR OWNER'S REPRESENTATIVE.
- DURING ALL PHASES OF CONSTRUCTION ACTIVITY, IF THE LANDSCAPE CONTRACTOR OR THEIR SUBS ENCOUNTER ANY "SOLID WASTE MATERIAL" (EXCLUDING CLEAN HARD FILL) THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER, OWNER OR OWNER'S REPRESENTATIVE SHALL BE CONTACTED IMMEDIATELY FOR FURTHER DIRECTION.
- LANDSCAPE CONTRACTOR SHALL CLEAN STREETS OF MUD AND DEBRIS GENERATED BY THEIR CONSTRUCTION ACTIVITIES OR THEIR SUBS' CONSTRUCTION ACTIVITIES, PURSUANT WITH LOCAL CODE REQUIREMENTS.
- LANDSCAPE CONTRACTOR TO COORDINATE WITH THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER, OWNER OR OWNER'S REPRESENTATIVE TO PROVIDE FOR APPROPRIATE CARE OF EXISTING PLANT MATERIAL AND NEWLY LANDSCAPED AREAS DURING CONSTRUCTION.
- STREET TREE LOCATIONS TO BE COORDINATED WITH DRIVEWAY, FIRE HYDRANT, STREET LIGHT LOCATIONS AND OTHER UTILITIES AS REQUIRED.

Issue/Revision	No.	Date



PROPOSED SITE PHOTOMETRIC PLAN - TRESPASS COMPLIANT - DIMMED
Scale: 1 inch= 20 Ft.

Luminaire Schedule							
Project: Jeff Wyler Car Wash							
Symbol	Label	Qty	LLF	Watts	Lumens	Mounting	Catalog
	P4	8	0.900	104	14500	POLE MOUNTED, 24' AFG (20' POLE, 4' TALL BASE)	GE LIGHTING SOLUTIONS EALP03_F4AH750
	P5	1	0.900	67	10000	POLE MOUNTED, 24' AFG (20' POLE, 4' TALL BASE)	GE LIGHTING SOLUTIONS EALP03_D5SW750

Calculation Summary							
Project: Illuminance							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Site	Illuminance	Fc	0.48	1.1	0.2	2.4	5.5
Drives & Vacuums	Illuminance	Fc	0.49	1.1	0.2	2.5	5.5
Parking Areas	Illuminance	Fc	0.43	1.0	0.2	2.2	5.0

Scenario Summary		
Project: Jeff Wyler Car Wash		
LumNo	Label	Dimming
1	P4	0.25
2	P4	0.30
5	P4	0.16
6	P4	0.25
7	P5	0.25
8	P4	0.20
10	P4	0.21
86	P4	0.22
89	P4	0.20

Scenario Summary		
Project: Jeff Wyler Nissan_Dimming		
LumNo	Label	Dimming
25	A-HS (EX)	0.10
26	A-HS (EX)	0.10
27	A-HS (EX)	0.10
28	C (EX)	0.10
70	A-HS (EX)	0.04

CALCULATION NOTES:
A. ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS BASED ON THE INFORMATION PROVIDED. AN ENGINEER AND/OR ARCHITECT MUST DETERMINE THE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.
B. THIS LIGHTING PLAN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH THE ILLUMINATING ENGINEERING SOCIETY (IES) APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRES MAY VARY DUE TO CHANGES IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS/LED'S AND OTHER VARIABLE FIELD CONDITIONS.
C. CALCULATIONS SHOWN ARE MAINTAINED ILLUMINANCE, UNLESS NOTED OTHERWISE.
D. CALCULATIONS ARE TAKEN AT GRADE, UNLESS NOTED IN THE 'IES RECOMMENDED ILLUMINANCE CRITERIA'.
E. MOUNTING HEIGHTS OF LUMINAIRES ARE NOTED IN THE LUMINAIRE SCHEDULE, UNLESS NOTED OTHERWISE.

Disclaimer:
Actual light levels generated by installed luminaires may differ from the light levels predicted by AGI32 for a number of reasons including (but not limited to) electrical supply, equipment tolerances, installation details, lamp/ballast interaction, thermal factors and obstructions from within the space.

All dimensions and luminaire locations shown represent recommended positions based on the information provided. An Engineer and/or Architect must determine the applicability of the layout to existing or future field conditions prior to ordering. This lighting design drawing shall not be used in place of a stamped, sign architectural or engineered construction drawing. AGI32 has made great efforts to ensure the accuracy of program, however AGI32 and LightSpec assume no liability for the decisions made with the assistance of the design program.



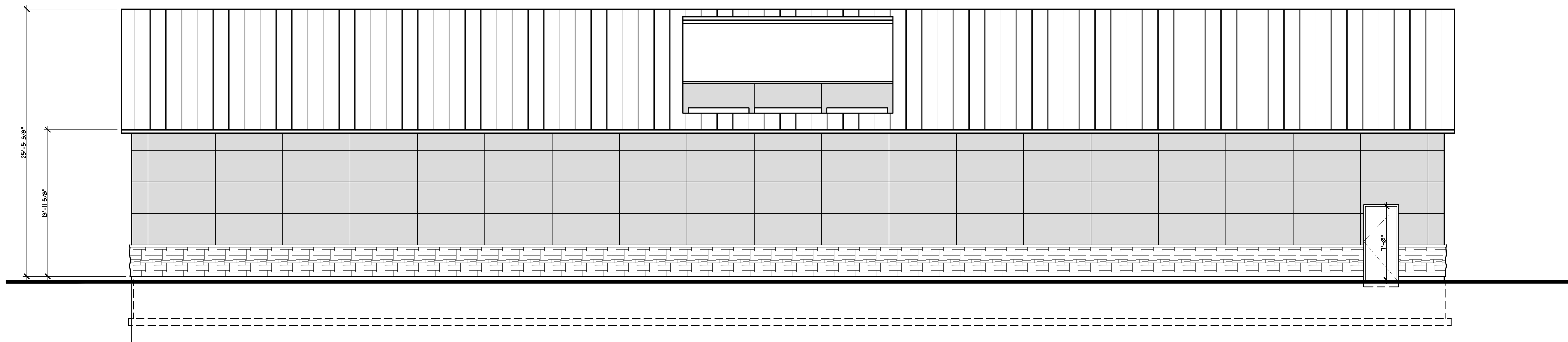
11785 HIGHWAY DR.
CINCINNATI, OH 45241
513-761-6360

LIGHTING PROPOSAL: LS24-003

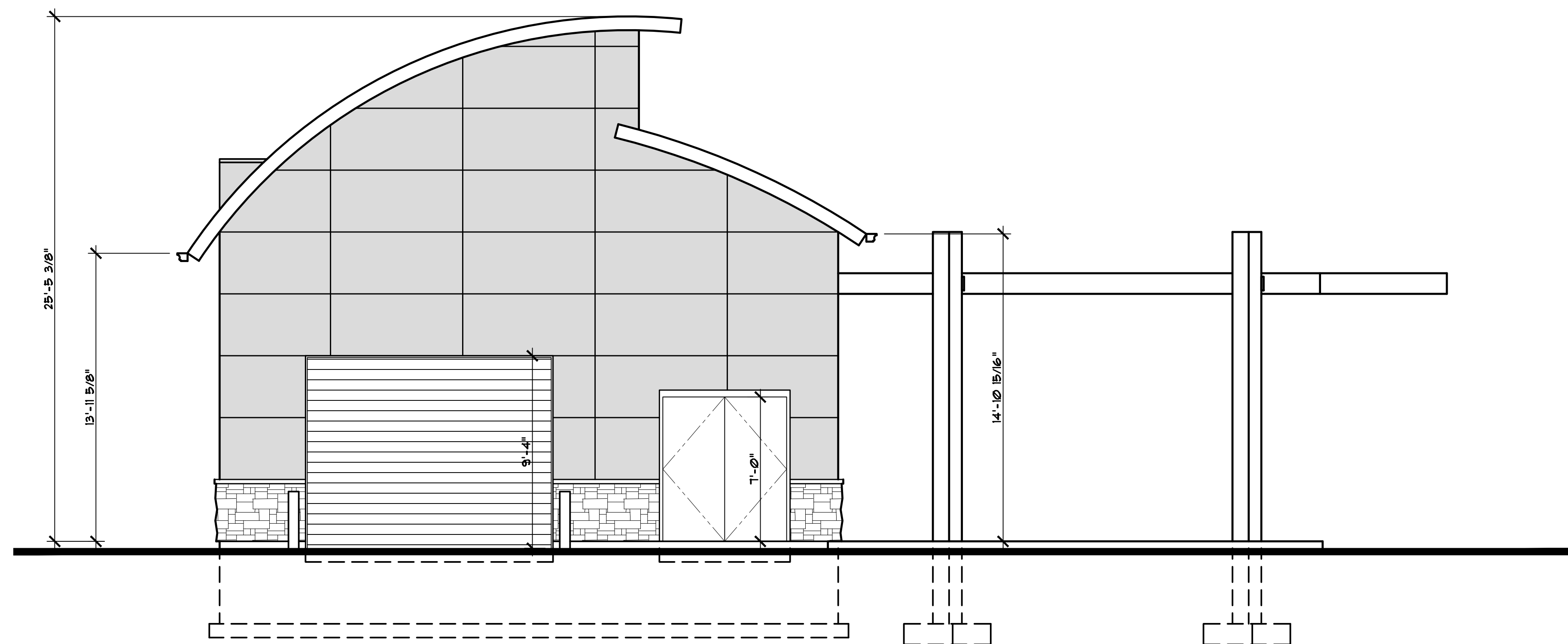
JEFF WYLER CAR WASH
8680 COLERAIN AVENUE
CINCINNATI, OHIO 45241

By: C.B.	Date: 5/24/2024	Scale: AS NOTED	REV: 2.1	SHEET 1 OF 1
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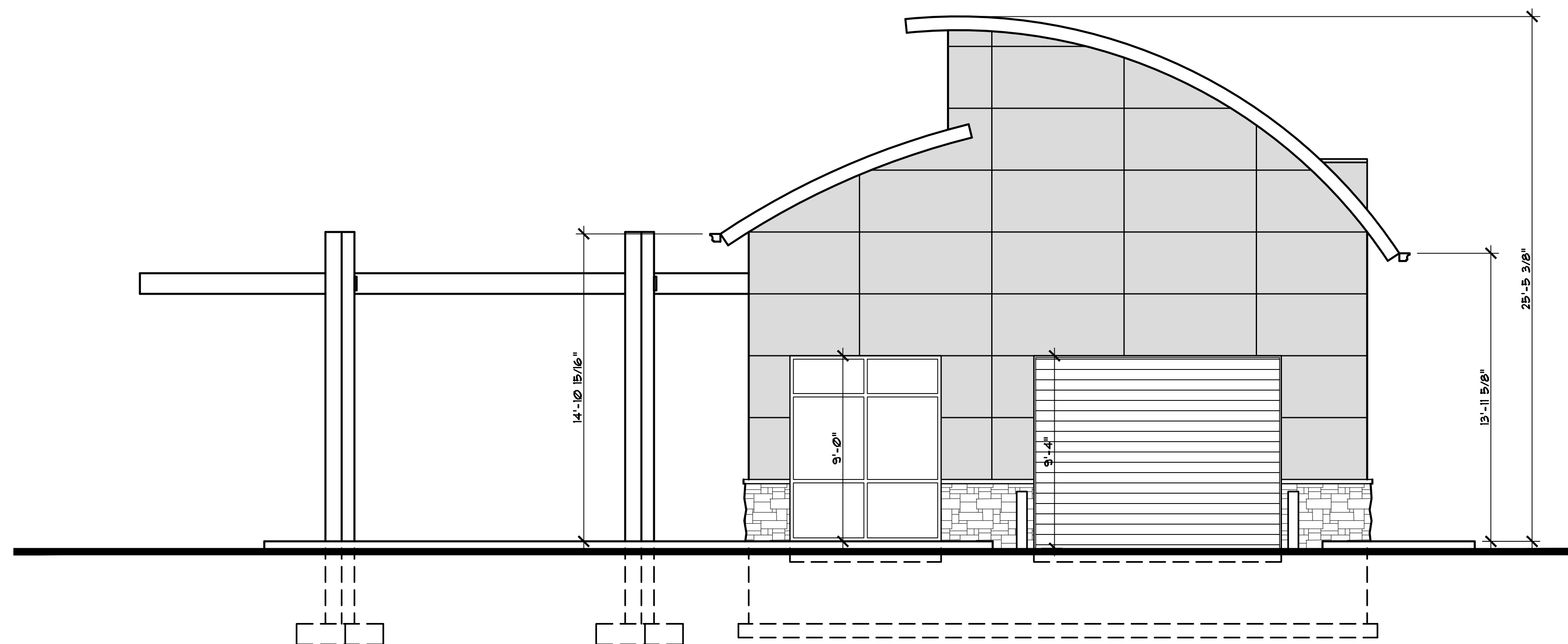
A NEW CAR WASH FACILITY FOR:
**JEFF WYLER
COLERAIN
CAR WASH**
8640 COLERAIN AVENUE
CINCINNATI, OHIO
COLERAIN TOWNSHIP
HAMILTON COUNTY



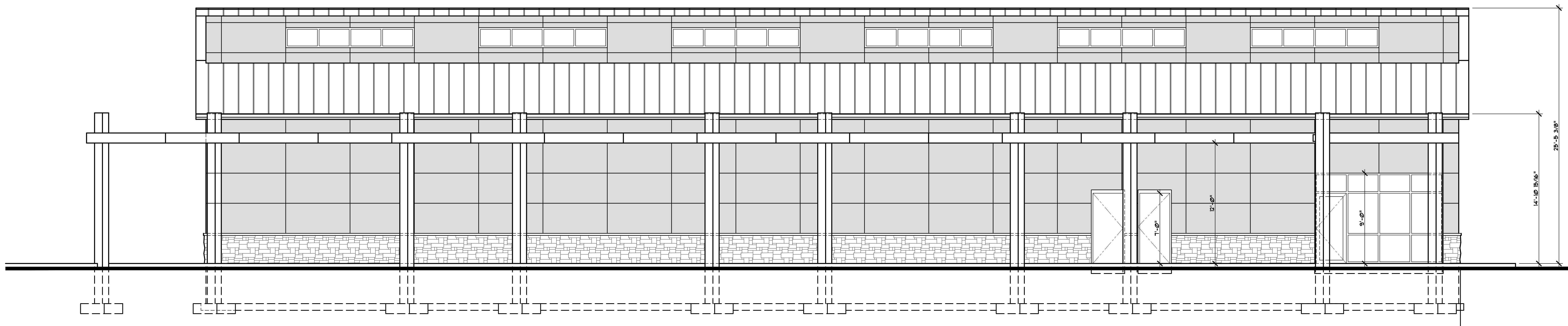
NORTH ELEVATION
SCALE: 1/4" = 1'-0"



WEST (COLERAIN AVENUE) ELEVATION
SCALE: 1/4" = 1'-0"



EAST ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH (SOVERIGN DRIVE) ELEVATION
SCALE: 1/4" = 1'-0"

DATE: MAY 10, 2024

REVISIONS:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCALE: 1/4" = 1'-0"

DRAWN BY: AMW
CHECKED BY: MJD

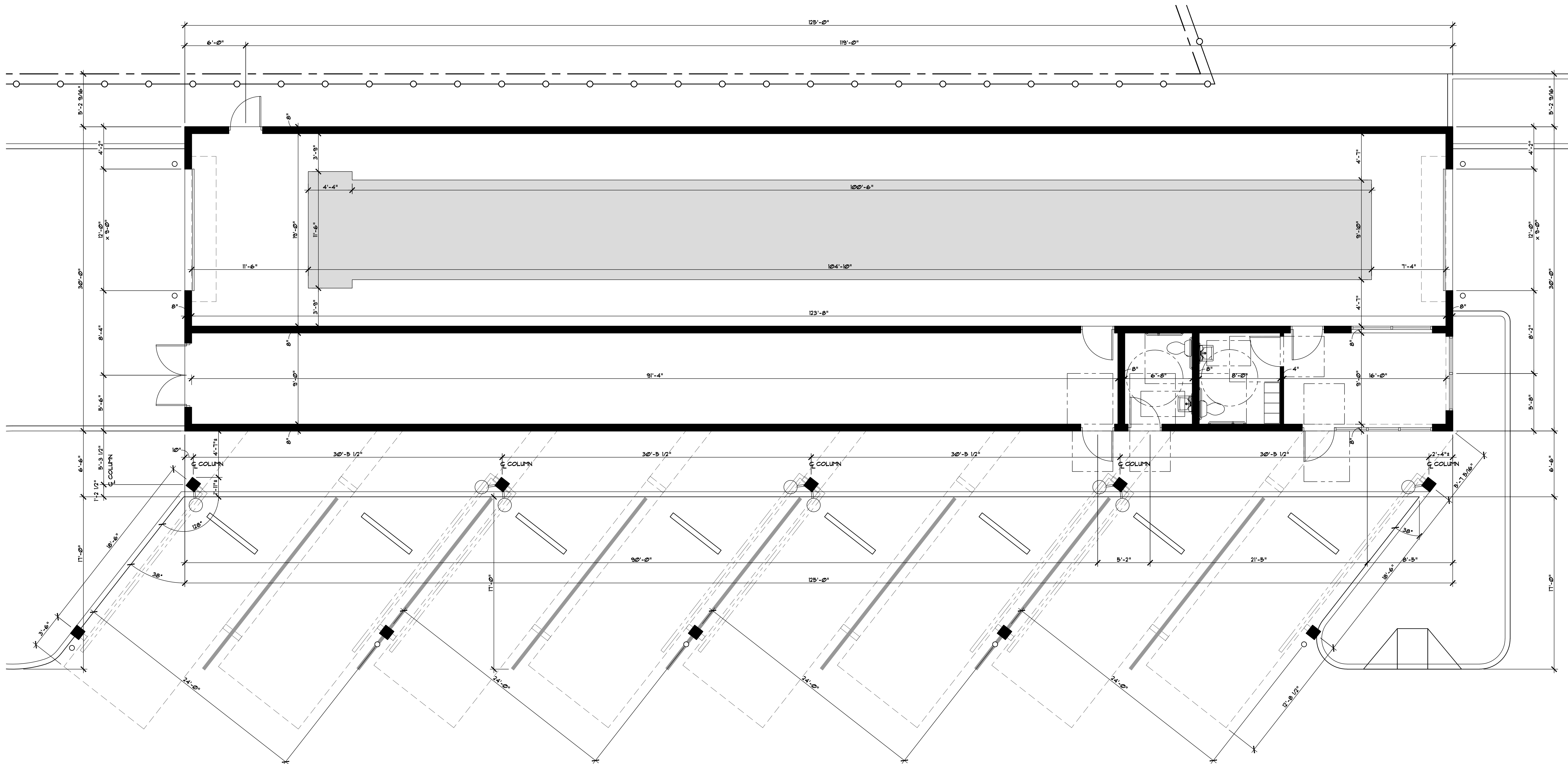
ELEVATIONS

**NOT FOR
CONTRACT
BIDDING OR
BUILDING
PERMITS OR
CONSTRUCTION**

A NEW CAR WASH FACILITY FOR:

JEFF WYLER
COLERAIN
CAR WASH

8640 COLERAIN AVENUE
CINCINNATI, OHIO
COLERAIN TOWNSHIP
HAMILTON COUNTY



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"



DATE: MAY 10, 2024

REVISIONS:

SCALE: 1/4" = 1'-0"

DRAWN BY: AMW
CHECKED BY: MJD

FIRST
FLOOR
PLAN

NOT FOR
CONTRACT
BIDDING OR
BUILDING
PERMITS OR
CONSTRUCTION

A1



Storm Water Drainage System Application

Hamilton county Planning & Development
138 East Court Street RM 801 - Cincinnati, Ohio 45202
Phone 513-946-4550
Fax 513-946-4744

1. Applicant to complete all applicable spaces on this form.

Date: 5-30-2024

Identification	Name	Street Address	City	State	Zip	Phone	Email Address
Owner or Developer:	DWSB, LLC	401 Milford Parkway, Suite A	Milford	OH	45150	(513) 752-7450	PAUL, RINI@JEFFWYLER.COM -print@wyler.com
Contractor:	CER Services, Inc.	5533 Fair Lane	Cincinnati	OH	45227	(513) 263-2377	Rturnbull@cerservices.com
Engineer	McGill Smith Punshon, Inc.	3700 Park 42 Drive, Suite 190B	Cincinnati	OH	45241	(513) 759-3205	jwatson@mspdesign.com

2. Project Information:

Project Title: Jeff Wyler Carwash
A unique name to identify your project
Township: Colerain
Project Address: 8640 Colerain Avenue, Cincinnati, OH 45251

3. Check Applicable Box:

Type of Project	Concept Review	Improvement Plan* Review
Subdivision:		
Frontage Subdivision:		
Commercial/Industrial:	X	
Building Permit:		
Other:		
*Improvement plans are detailed construction drawings.		

4. The owner of the development and undersigned do hereby covenant and agree to comply with all the laws of the State of Ohio and the regulations of the County of Hamilton pertaining to storm water management, and that said construction will be in accordance with plans and specifications submitted herewith and certify that the information and statement given on this application are true.

David Wyler, DWSB, LLC

Print Your Name & Company name

Signature

6-03-2024

Date

RESOLUTION #337

Case No. 7-67 Colerain
Ford Leasing and Development Co.

Approval of application for zone change from "B-2"
Residence and "E" Retail Business to "EE" Planned
Retail Business.

The Board heard Case No. 7-67 Colerain Township. An application for amendment of a section of the zoning map from "B-2" Residence and "E" Retail Business to "EE" Planned Retail Business.

WHEREAS, the Rural Zoning Commission on December 21, 1967 recommended approval of a modification of the application.

WHEREAS, on February 14, 1968 the Board of County Commissioners took said application under advisement.

WHEREAS, on February 14, 1968 the Board of County Commissioners reviewed said application.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners hereby concur with the recommendation of the Rural Zoning Commission and approve the amendment for the following reasons: The increase in depth of the property will improve its utility for the proposed development and can be screened to minimize its effect on McGill Lane. It is felt that the requested extension can be accommodated satisfactorily in the area with this screening, and the limiting of access to a point closer to Colerain. The major concerns are the affording of protection to the existing residences on McGill Lane and termination of business development on McGill in such fashion as to prevent erosion of the area.

BE IT FURTHER RESOLVED, that the plan be subject to the conditions and declarations of Article XIII-C, Secs. 135. - 135.7 inclusive and Article XIII-F, Secs. 140.00 - 140.1 inclusive, and also be subject to the following conditions:

BOOK

24 PAGE 443

7-67- Colerain

1. Illumination of parking areas and buildings will be of sufficient intensity to prevent damage and nuisance of the property and so installed and directed as not to reflect upon adjacent residential zones. Intermittent, revolving or flashing lights are specifically prohibited.
2. A six (6) foot high chain-link fence with ten (10) foot area for planting immediately inside the fence will be provided along the easterly property line of parcels 70 and 98. Said planting shall consist of tight screen of multiflora roses planted in a staggered fashion three feet apart and having a minimum height of 2' - 3' at the time of planting.
3. A six (6) foot high chain-link fence with ten (10) foot of planting will be provided along the north property lines of parcels 69 and 70. Said fence will set back ten (10) feet south of said property lines on McGill Lane, with planting provided outside of the fence.
4. Access driveways shall be limited to two locations, one on Colerain as shown on the plan, the other on McGill within the limits of parcel 64; provided, however, that should the opposite frontage on the north side of McGill be similarly changed allowing access on McGill opposite the subject amendment parcels 69 and 70 only. The driveway may be relocated as requested by applicant.
5. The treatment of the remainder of the frontage of parcel 64 along McGill shall be such as to create an attractive aspect along this frontage by means of alternate areas of greenery and parking, with the light standards located on planted areas of suitable size for this purpose.
6. Parking and storage areas will be paved of bituminous material to provide a well-drained, dust-free, all-weather surface.
7. The manner of treating surface drainage shall be subject to review and approval of the County Sanitary Engineer.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be directed by the Clerk of the Board to the Applicant and his Agent for this Amendment, to the Rural Zoning Commission, the Department of Building Inspector and the Board of Zoning Appeals.

Adopted at a regularly adjourned meeting of the Board of County Commissioners, in session this 14th day of February, 1968.

Mr. Beckman, aye

Mr. DeCourcy, Jr., aye

Mr. Wood, aye

BOOK

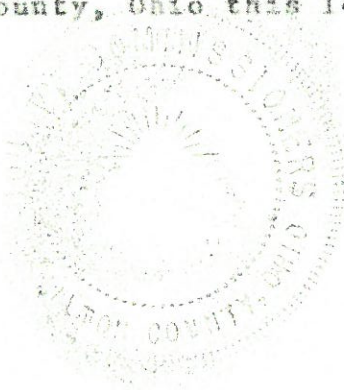
24 PAGE 444

7-67. Colerain

Gentlemen:

It is hereby certified that the foregoing is a true and correct transcript of the Resolution adopted by the Board of County Commissioners of Hamilton County, Ohio this 14th day of February, 1968.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Office of County Commissioners of Hamilton County, Ohio this 14th day of February, 1968.



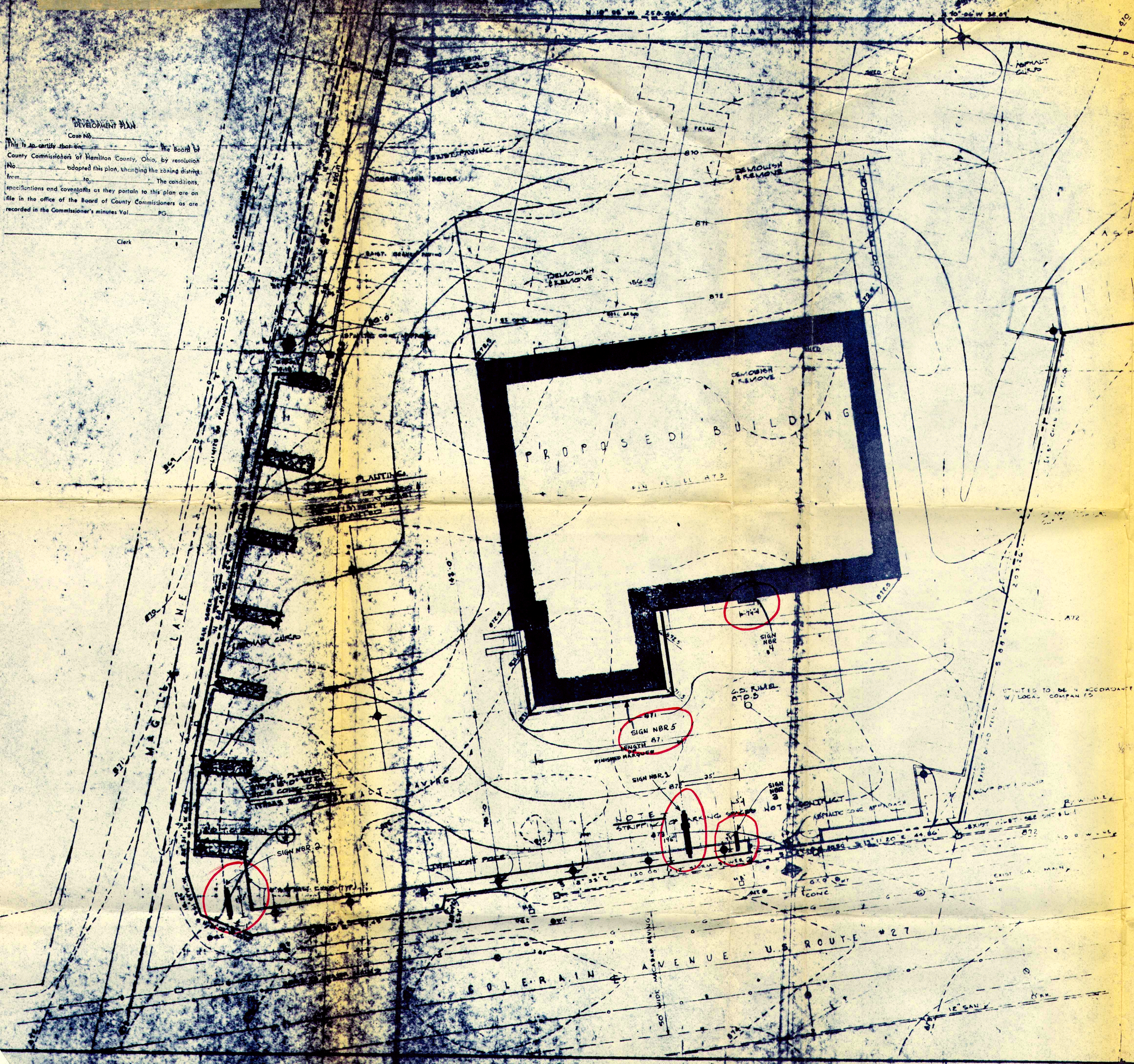
Florence H. Bomkamp
Florence H. Bomkamp, Clerk
Board of County Commissioners
Hamilton County, Ohio

1-23-1968

BOOK 24 PAGE 445

1-61-61enoin

DEVELOPMENT PLAN
 Case No. _____
 This is to certify that on _____ the Board of
 County Commissioners of Hamilton County, Ohio, by resolution
 No. _____ adopted this plan, changing the zoning district
 from _____ to _____. The conditions,
 specifications and covenants as they pertain to this plan are on
 file in the office of the Board of County Commissioners as are
 recorded in the Commissioner's minutes Vol. _____ PG. _____
 Clerk _____



RESTRICTIVE COVENANTS

The owner of the premises shown hereon does hereby make the following declaration which shall be deemed as covenants and not as conditions and shall run with the land and shall be binding upon the owner, his heirs, executors, administrators, and assigns, and are imposed upon the within described tract of land as an obligation or charge against the same, as a general plan for the benefit of said tract of land.

The tract of land shown hereon is being developed under a development plan as defined in Section 31.14 and in accordance with provisions of Article XIII of the Hamilton County Zoning Ordinance, adopted August 10, 1949, and as amended to May 10, 1967.

Be, the undersigned do hereby adopt and confirm the plan of development as shown hereon for the purposes indicated and agree to comply with all the terms, restrictive covenants and conditions included as a part thereof.

WITNESS AS TO ALL: **FORD LEASING DEVELOPMENT COMPANY**
 By *Edwin F. O'Leary* **SIDNEY KELLY, ASSISTANT SECRETARY**

STATE OF MICHIGAN)
 COUNTY OF WAYNE) SS:

Before me, a notary public in and for said county, personally appeared its *SIDNEY KELLY* who represents that he is duly authorized in the premises and who acknowledges that he did sign the foregoing instrument and that the same is his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this *23rd* day of *JULY*, 1968.

Edwin F. O'Leary
 Notary Public
 EDWIN F. O'LEARY
 Notary Public, Wayne County, Mich.
 My Commission Expires Mar. 4, 1972

PLOT 8 SITE GRADING PLAN
 SCALE 1" = 20'

PROPOSED SIGN LOCATIONS

SALES SERVICE FACILITY
 Mc GILL LANE & COLRAIN AVENUE
 CINCINNATI, OHIO
 FOR
FORD MOTOR COMPANY

SKILKEN-ROSLOVIC INC.
 DESIGNERS ENGINEERS CONSTRUCTORS
 P.O. BOX 888 COLUMBUS, OHIO

DATE: 7-1-68
 SHEET: 2

PRINTED JUL 18 1968

DEVELOPMENT PLAN
Case No. 7-67-Colum
This is to certify that on 2-14-68 the Board of
County Commissioners of Hamilton County, Ohio, by resolution
No. 337 adopted this plan, changing the zoning district
from B-2 to E-1. The conditions,
specifications and covenants as they pertain to this plan are on
file in the office of the Board of County Commissioners as are
recorded in the Commissioner's minutes Vol. 152 PG. 616

Doreen B. Boukamp
Clerk

REGIONAL PLANNING COMMISSION
HAMILTON COUNTY, OHIO
APPROVED
5-28-68

REC'D FOR RECORD
JUDSON HOY, RECORDER
HAMILTON COUNTY, OHIO

OCT 16 AM 10:27

RECORDED BK
NO PG

RESTRICTIVE COVENANTS
The owner of the premises shown hereon does hereby make the following
declarations which shall be deemed as covenants and not as conditions
and shall run with the land and shall be binding upon the owner, his
heirs, executors, administrators, and assigns, and are imposed upon
the within described tract of land as an obligation or charge against
the same, as a general plan for the benefit of said tract of land.

The tract of land shown hereon is being developed under a development
plan as defined in Section 31.14 and in accordance with provisions of
Article XXIII and Article XXIV of the Hamilton County Zoning
Ordinance adopted August 10, 1949, and as amended to May 10, 1967.

He, the undersigned do hereby adopt and confirm the plan of development
as shown hereon for the purposes indicated and agree to comply with all
the terms, restrictive covenants and conditions included as a part
thereof.

WITNESS AS TO ALL:
FORD LEASING DEVELOPMENT COMPANY
BY SIDNEY KELLY SECRETARY

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS:

before me a notary public in and for said county, personally appeared
Ford Leasing Development Company by SIDNEY KELLY
its Assistant Secretary who represents that he is duly
authorized in the premises and who acknowledges that he did sign the
foregoing instrument and that the same is his free and voluntary act
and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 23rd day of July, 1968.

Edwin F. Oberle
Notary Public
EDWIN F. OBERLE
Notary Public, Wayne County, Mich.
My Commission Expires Mar. 4, 1972

E43420
REC'D FOR RECORD
JUDSON HOY, RECORDER
HAMILTON COUNTY, OHIO

PLAT BK 161 PAGES 445
PLOT 8 SITE GRADING PLAN
SCALE 1" = 20'

PROPOSED SIGN LOCATIONS

	SALES SERVICE FACILITY		
	Mc GILL LANE & COLRAIN AVENUE CINCINNATI, OHIO		
	FOR FORD MOTOR COMPANY		
	SKILKEN-ROSLOVIC INC. DESIGNERS ENGINEERS P.O. BOX 898 COLUMBUS, OHIO		
DATE 7-1-68		SHEET 2	

DEVELOPMENT PLAN
Case No. 1-67-COLRAIN
This is to certify that on 2-14-68 the Board of
County Commissioners of Hamilton County, Ohio, by resolution
No. 337 adopted this plan, changing the zoning district
from "B-2-E" to "EE". The conditions,
specifications and covenants as they pertain to this plan are on
file in the office of the Board of County Commissioners as are
recorded in the Commissioner's minutes Vol. 152 PG. 414.
James H. Bankcamp
Clerk

REGIONAL PLANNING COMMISSION
HAMILTON COUNTY, OHIO
APPROVED
5-28-68

RESTRICTIVE COVENANTS

The owner of the premises shown hereon does hereby make the following
declarations which shall be deemed as covenants and not as conditions
and shall run with the land and shall be binding upon the owner, his
heirs, executors, administrators, and assigns, and are imposed upon
the within described tract of land as an obligation or charge against
the same, as a general plan for the benefit of said tract of land.

The tract of land shown hereon is being developed under a development
plan as defined in Section 31.14 and in accordance with provisions of
Article XIV-B and Article VIII-C of the Hamilton County Zoning
Resolution, adopted August 10, 1949, and as amended to May 10, 1967.

We, the undersigned do hereby adopt and confirm the plan of development
as shown hereon for the purposes indicated and agree to comply with all
the terms, restrictive covenants and conditions included as a part
thereof.

WITNESS AS TO ALL:

FORD LEASING DEVELOPMENT COMPANY

Marion J. Russell
Maurice A. Fry

BY *Sidney Kelly*
SIDNEY KELLY, ASSISTANT SECRETARY

STATE OF MICHIGAN)
COUNTY OF WAYNE) SS:

Before me a notary public in and for said county personally appeared
Ford Leasing Development Company by *Sidney Kelly*
its **ASSISTANT SECRETARY** who represents that he is duly
authorized in the premises and who acknowledges that he did sign the
foregoing instrument and that the same is his free and voluntary act
and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 23rd day of July, 1968.

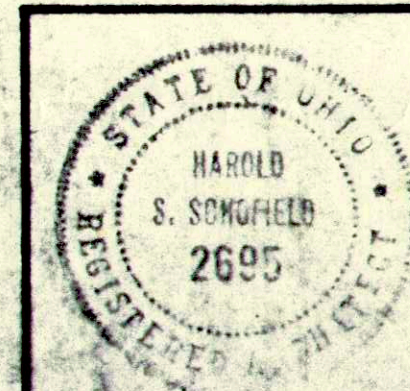
Edwin F. Oberle
Notary Public

EDWIN F. OBERLE
Notary Public, Wayne County, Mich.
My Commission Expires Mar. 4, 1971

BENCHMARK
NORTH 44° 44' 00" E 34.5' WEST OF E COLRAIN AVE.
12' SOUTH OF E MCGILL LANE - ELEV. 872.20

PLOT & SITE GRADING PLAN

SCALE 1" = 20'



SALES-SERVICE FACILITY
Mc GILL LANE & COLRAIN AVENUE
CINCINNATI, OHIO
FOR
FORD MOTOR COMPANY

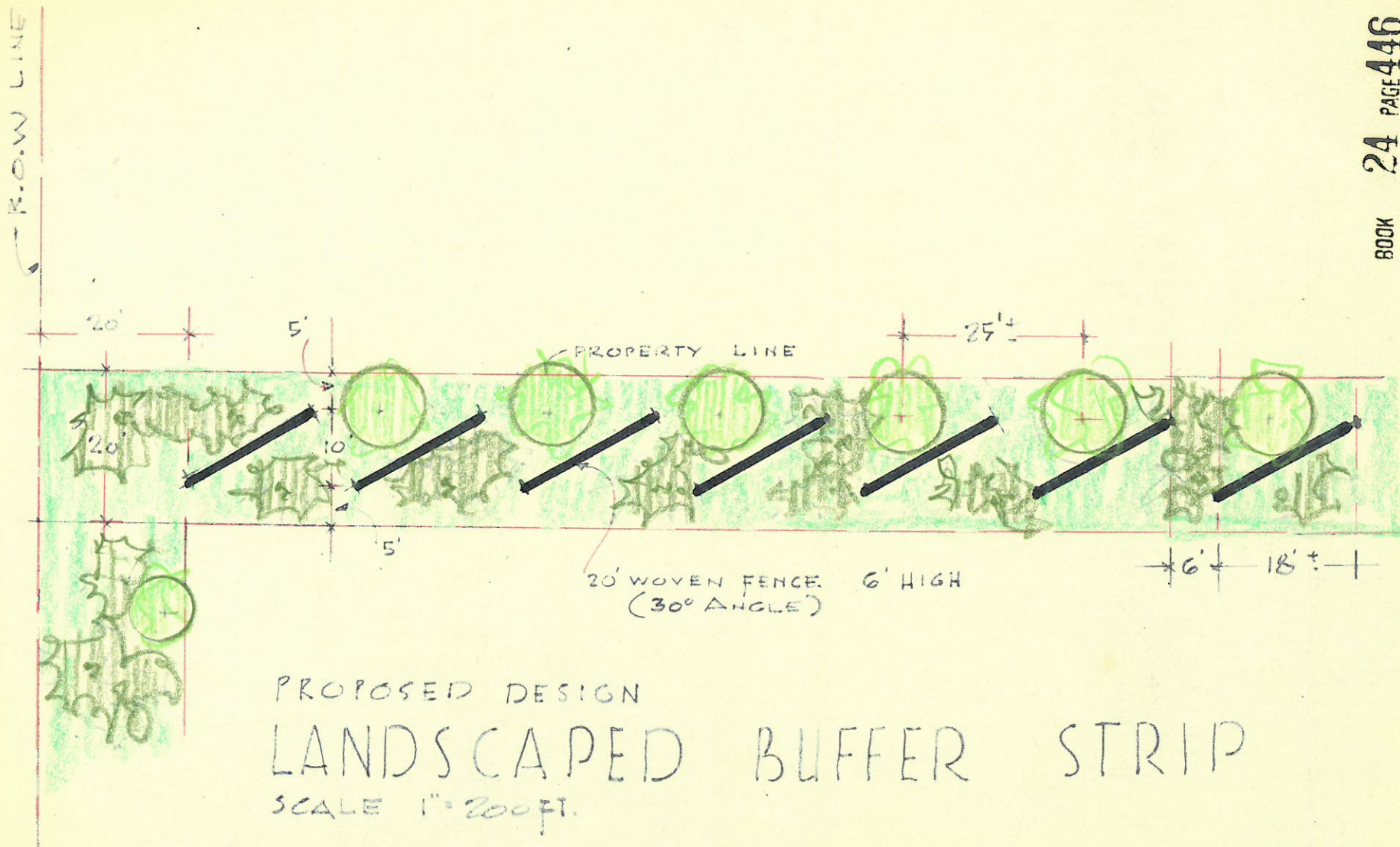
SKILKEN-ROSLOVIC INC.
DESIGNERS ENGINEERS CONSTRUCTORS
P. O. BOX 898 COLUMBUS, OHIO

DATE
7-1-68
SHEET
2

PRINTED JUL 18 1968

CASE 7-67 COLERAIN
FORD LEASING + DEVELOPING CO.

COPY SENT JAMES FARRELL FOR
CONSIDERATION PRIOR TO REG. P.C. MTG.



BOOK 24 PAGE 446

7-67- Colerain

HAM. CO. RPC 67

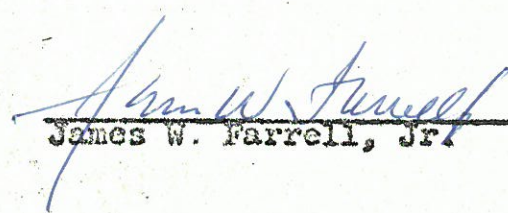
7-67 Col.
Ford Leasing

LEGAL DESCRIPTION OF PROPERTY TO BE REZONED
FROM RESIDENCE B-2 TO BUSINESS EE

Situated in Colerain Township, Section 8, Town 2,
Entire Range 1, County of Hamilton, State of Ohio,
identified in the Hamilton County Auditor's Plat
Book 510, page 93, as Parcels 69, 70 and 98.

Beginning at the point of intersection of the
center line of Colerain Avenue (U.S. 27) and the
southerly line of Lot No. 3 of David Williamson's
Subdivision, said Subdivision being recorded in Plat
Book 5, page 25, in the offices of the Hamilton
County Recorder; thence with the south line of said
Lot No. 3 along the center line of McGill Lane South
88° 49' East, 281.99 feet to a point, said point
being opposite the northwesterlymost corner of
said Parcel No. 69 and the place of beginning of
the herein described tract; thence the following
courses and distances, which encompass Parcels 69,
70, and 98: South 10° 6' East, 204.70 feet; South
18° 33' East, 315.83 feet; South 88° 49' East, 55
feet; North 2° 12' East, 220.00 feet; North 10° 6'
West, 283.55 feet to a point in the center line of
McGill Lane; thence with the center line of McGill
Lane, North 88° 49' West, 150.11 feet to the place
of beginning.

The undersigned, an attorney at law, hereby certifies that the
foregoing description is a complete proper and legal description of
the property which the Ford Leasing & Developing Company seeks to
rezone from Residence B-2 to Business EE-Retail.


James W. Farrell, Jr.

PRESENTATIONS

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Presentation of Updated TIF Financial Plan

Staff seeks direction on this issue.

Rationale:

Staff will provide a review of an updated TIF financial plan for the 2025 budget. Any feedback on the long-term and short-term strategies will help with the development of the 2025 budget for the Township.



2025 TIF Plan Update

Proposed 10-year plan



August 13, 2024

Agenda

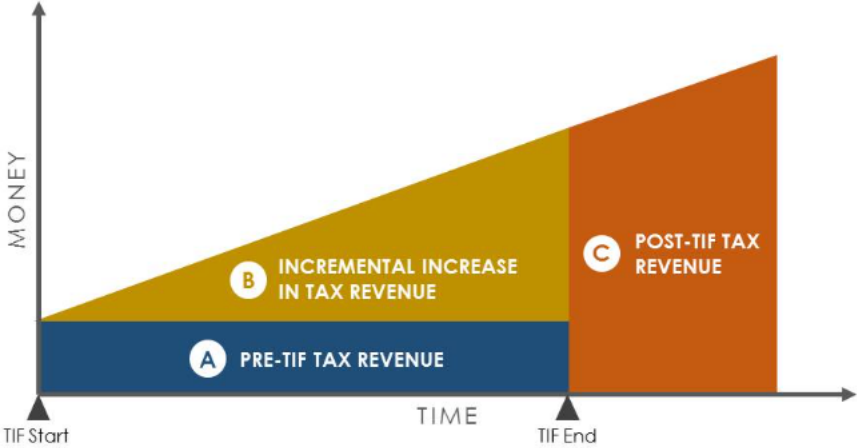
- What is a TIF and how does it work?
- Review all restricted TIFs and restrictions
- Discuss Towne Center TIF and strategy if it is unlocked
- Review all unrestricted TIFs and balances
 - Discuss planned projects for road construction
- Review 2025 Budget Allocation Recommendations



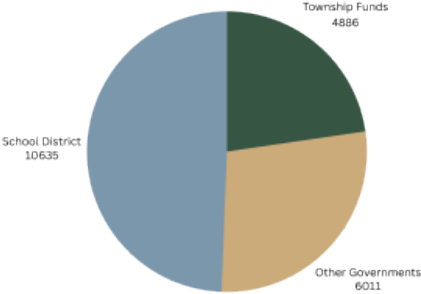
TIF PAYMENTS & REVENUES

Developer/Owner pays the same total tax.
The only difference is that the Township keeps more money to be spent on projects in the TIF district.

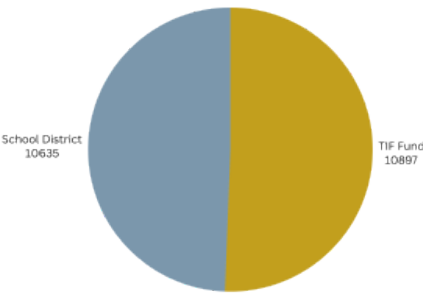
TAX INCREMENT FINANCING (TIF) *The basics of how a TIF works*



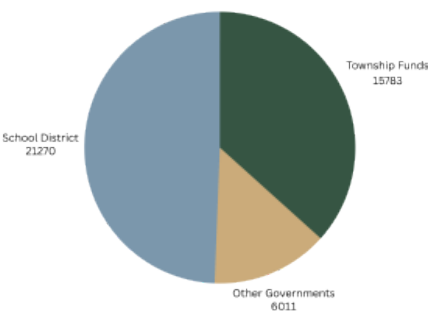
Base Tax Distribution



Incremental Taxes



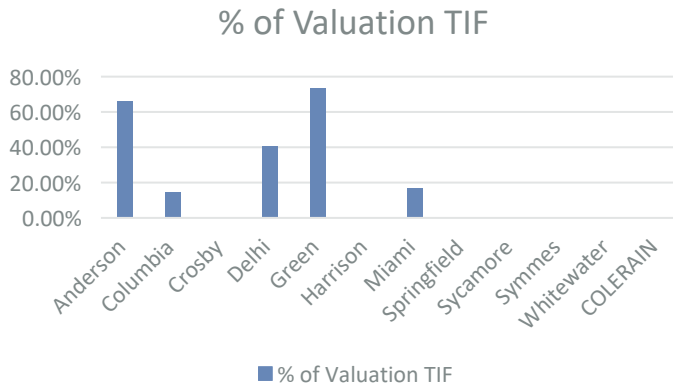
Total Taxes After TIF



TIFS:

Colerain vs. Other Townships in Hamilton County

Changes in TIF Law prevent Colerain Township from implementing “blanket” TIFs across the community and require that each TIF be tied to a specific project



TOWNSHIP	Total TIF Increment	Total Valuation	% of Valuation TIF
Anderson	\$822,641,080	\$1,247,754,750	65.93%
Columbia	\$18,709,090	\$127,909,530	14.63%
Crosby	\$0	\$132,813,980	0.00%
Delhi	\$184,825,340	\$454,775,150	40.64%
Green	\$813,727,290	\$1,105,624,650	73.60%
Harrison	\$513,160	\$108,821,830	0.47%
Miami	\$44,405,480	\$263,789,020	16.83%
Springfield	\$768,660	\$591,510,960	0.13%
Sycamore	\$1,913,780	\$743,466,500	0.26%
Symmes	\$0	\$654,488,880	0.00%
Whitewater	\$0	\$124,511,570	0.00%
Colerain	\$3,760,450	\$1,308,000,000	0.29%

Restricted TIFs

Fund	TIF - Kroger											
Establishing Resolution:	10-15	https://www.colerain.org/DocumentCenter/View/1009/10-15-Kroger-TIF https://www.colerain.org/DocumentCenter/View/1018/20-15-Amendment-to-Resolution-16-15-Kroger										
Product/Site Description	Development of the new Kroger on Springdale and nearby properties. An existing developoment agreement exists with Kroger providing most to all of the TIF revenue to Kroger as a development incentive.											
Potential Projects	Developer Agreement											
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Beginning Cash Balance		170,459	275,225	275,225	275,225	275,225	275,225	275,225	275,225	275,225	275,225	275,225
(+) Revenue		344,531	390,243	380,000	380,000	380,000	380,000	380,000	380,000	380,000	380,000	380,000
(-) NWLSD Payment		-	147,118	136,875	136,875	136,875	136,875	136,875	136,875	136,875	136,875	136,875
(-) Expenditures		239,765	243,125	243,125	243,125	243,125	243,125	243,125	243,125	243,125	243,125	243,125
Ending Cash Balance		275,225	275,225	275,225	275,225	275,225	275,225	275,225	275,225	275,225	275,225	275,225
Notes	All excess revenue is to be held in reserve until the completion of the development agreement with Kroger.											

Fund	TIF - Northridge Crossing
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Establishing Resolution:	47-20	https://www.colerain.org/DocumentCenter/View/3582/RES-47-20---Northridge-Crossing-TIF
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# of Units	65
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Est. Cost/Unit	250,000
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Est. Valuation	16,250,000
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Product/Site Description	Construction of Single Family Detached homes at Terminus of Sovereign, will connect road to Pippin
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Potential Projects	Bridge Connection - Development Agreement for up to \$1M paid annually over 10 years at a maximum of \$100,000 per year Station 26 Skyline Park Northbrook Strategic Investment Plan Groesbeck Strategic Investment Plan Compton Road Sidewalks
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[illegible]

Notes	Microsurfacing in 2033 - \$150,000
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Establishing Resolution:	36-17	https://www.colerain.org/DocumentCenter/View/1153/36-17---Resolution-Extending-Colerain-Town-Center-TIF-for-an-Additional-Period-of-15-years
	48-91	https://www.colerain.org/DocumentCenter/View/1223/1991-resolutions

[illegible]48

Discussion – Towne Center TIF Strategy



Est. of \$1.8M in balance at YE 2024

Could allocate to:

- Pay off Generation Drive debt early
- Make direct payments to Fire Station 102 bonds
- Hold cash until there is enough to pay off the Fire Station 102 bonds early

Unrestricted TIFs

Fund	TIF - Duke Operations Center											
Establishing Resolution:	59-19	https://www.colerain.org/DocumentCenter/View/2222/59-19---CREATING-A-TIF-AREA										
Address	7600 Colerain Avenue											
Added Valuation	4,655,700											
Product/Site Description	Duke Energy Operations Center											
Potential Projects	Station 26 Colerain Ave Streetscape											
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Beginning Cash Balance		177,725	128,114	143,318	158,521	173,725	188,929	204,133	269,337	334,540	399,744	464,948
(+) Revenue		144,336	135,559	135,559	135,559	135,559	135,559	135,559	135,559	135,559	135,559	135,559
(-) NWLSD Payment		73,865	70,355	70,355	70,355	70,355	70,355	70,355	70,355	70,355	70,355	70,355
(-) Expenditures		120,083	50,000	50,000	50,000	50,000	50,000	-	-	-	-	-
Ending Cash Balance		128,114	143,318	158,521	173,725	188,929	204,133	269,337	334,540	399,744	464,948	530,152
Notes	Colerain Avenue Sidewalk Construction in 2022 Repayment of CEDAP 0% Loan 2024-2028											

Fund TIF - Lake Gloria

Establishing Resolution:	67-21
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<https://www.colerain.org/DocumentCenter/View/3431/RES-67-21---TIF---Lake-Gloria>

of Units

Est. Cost/Unit

Est. Valuation

Product/Site Description

Stated publicly as a \$23M Development

Potential Projects

Pippin Road Sidewalk

Springdale Road Sidewalk

Station 25

	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Beginning Cash Balance	0	9,886	18,080	173,594	329,108	484,623	640,137	795,652	951,166	1,106,680	1,262,195
(+) Revenue	20,567	17,000	322,644	322,644	322,644	322,644	322,644	322,644	322,644	322,644	322,644
(-) NWLSD Payment	10,682	8,806	167,130	167,130	167,130	167,130	167,130	167,130	167,130	167,130	167,130
(-) Expenditures	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	9,886	18,080	173,594	329,108	484,623	640,137	795,652	951,166	1,106,680	1,262,195	1,417,709

Notes

Fund	TIF - Zillig
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Establishing Resolution:	68-21	https://www.colerain.org/DocumentCenter/View/3432/RES-68-21----TIF---Zillig-Property
# of Units	TBD	
Est. Cost/Unit	TBD	
Est. Valuation	TBD	

Product/Site Description	Commercial Site, plans TBD
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Potential Projects	Springdale Road Sidewalks (1/2 mile)
	Poole Road Sidewalks (0.4 miles)
	Colerain Park
	Township Administration Complex

[illegible]

Day	Notes
Monday	8
Tuesday	7
Wednesday	9
Thursday	8
Friday	7
Saturday	6
Sunday	7

Fund	TIF - Hunters Ridge
0000	0.00
0001	0.00
0002	0.00
0003	0.00
0004	0.00
0005	0.00
0006	0.00
0007	0.00
0008	0.00
0009	0.00
0010	0.00
0011	0.00
0012	0.00
0013	0.00
0014	0.00
0015	0.00
0016	0.00
0017	0.00
0018	0.00
0019	0.00
0020	0.00
0021	0.00
0022	0.00
0023	0.00
0024	0.00
0025	0.00
0026	0.00
0027	0.00
0028	0.00
0029	0.00
0030	0.00
0031	0.00
0032	0.00
0033	0.00
0034	0.00
0035	0.00
0036	0.00
0037	0.00
0038	0.00
0039	0.00
0040	0.00
0041	0.00
0042	0.00
0043	0.00
0044	0.00
0045	0.00
0046	0.00
0047	0.00
0048	0.00
0049	0.00
0050	0.00
0051	0.00
0052	0.00
0053	0.00
0054	0.00
0055	0.00
0056	0.00
0057	0.00
0058	0.00
0059	0.00
0060	0.00
0061	0.00
0062	0.00
0063	0.00
0064	0.00
0065	0.00
0066	0.00
0067	0.00
0068	0.00
0069	0.00
0070	0.00
0071	0.00
0072	0.00
0073	0.00
0074	0.00
0075	0.00
0076	0.00
0077	0.00
0078	0.00
0079	0.00
0080	0.00
0081	0.00
0082	0.00
0083	0.00
0084	0.00
0085	0.00
0086	0.00
0087	0.00
0088	0.00
0089	0.00
0090	0.00
0091	0.00
0092	0.00
0093	0.00
0094	0.00
0095	0.00
0096	0.00
0097	0.00
0098	0.00
0099	0.00
0100	0.00
0101	0.00
0102	0.00
0103	0.00
0104	0.00
0105	0.00
0106	0.00
0107	0.00
0108	0.00
0109	0.00
0110	0.00
0111	0.00
0112	0.00
0113	0.00
0114	0.00
0115	0.00
0116	0.00
0117	0.00
0118	0.00
0119	0.00
0120	0.00
0121	0.00
0122	0.00
0123	0.00
0124	0.00
0125	0.00
0126	0.00
0127	0.00
0128	0.00
0129	0.00
0130	0.00
0131	0.00
0132	0.00
0133	0.00
0134	0.00
0135	0.00
0136	0.00
0137	0.00
0138	0.00
0139	0.00
0140	0.00
0141	0.00
0142	0.00
0143	0.00
0144	0.00
0145	0.00
0146	0.00
0147	0.00
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0149	0.00
0150	0.00
0151	0.00
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0153	0.00
0154	0.00
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0156	0.00
0157	0.00
0158	0.00
0159	0.00
0160	0.00
0161	0.00
0162	0.00
0163	0.00
0164	0.00
0165	0.00
0166	0.00
0167	0.00
0168	0.00

[illegible]

# of Units	45
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Est. Cost/Unit	300,000
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Est. Valuation	13,500,000
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Product/Site Description	Estimated construction of 10 per year
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Potential Projects	Replacement of Entry Road Station 103
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[illegible]

Notes	\$400,000 estimated to replace Hunter's Ridge roadway
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[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

Fund	TIF - Crosley Meadows											
Establishing Resolution:		71-21	https://www.colerain.org/DocumentCenter/View/3428/RES-71-21---TIF---Crowsley-Meadows									
# of Units		56										
Est. Cost/Unit		250,000										
Est. Valuation		14,000,000										
Product/Site Description		Estimated build of 10 homes per year										
Potential Projects		Banning Road Sidewalks Station 26 Groesbeck Park Groesbeck Reinvestment Plan										
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Beginning Cash Balance		0	197	87,921	175,645	263,369	351,093	454,793	587,298	748,608	909,918	1,071,229
(+) Revenue		339.39	182,000	182,000	182,000	182,000	215,144	274,907	334,669	334,669	334,669	334,669
(-) NWLSD Payment		142.29	94,276	94,276	94,276	94,276	111,445	142,402	173,358	173,358	173,358	173,358
(-) County Commission Paym		0	-	-	-	-	-	-	-	-	-	-
(-) Expenditures		0							-			-
Ending Cash Balance		197	87,921	175,645	263,369	351,093	454,793	587,298	748,608	909,918	1,071,229	1,232,539

Fund	TIF - Abbeytown											
Establishing Resolution:	73-21	https://www.colerain.org/DocumentCenter/View/3430/RES-73-21----TIF---Abbeytown										
# of Units	68											
Est. Cost/Unit	300,000											
Est. Valuation	20,400,000											
Product/Site Description	Estimated build of 10 homes per year											
Potential Projects	Kemper Road Sidewalks Pippin Road Sidewalks Station 109 Improvements/Apparatus Sidewalk Connection - Station 109 to Kemper											
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Beginning Cash Balance			523	82,702	169,462	256,222	342,982	457,351	601,817	776,381	981,041	1,185,702
(+) Revenue	1055.98	170,497	180,000	180,000	180,000	237,280	299,723	362,165	424,607	424,607	424,607	424,607
(-) NWLSD Payment	533.48	88,317	93,240	93,240	93,240	122,911	155,256	187,601	219,946	219,946	219,946	219,946
(-) County Commission Paym	0	-	-	-	-	-	-	-	-	-	-	-
(-) Expenditures	0		-									150,000
Ending Cash Balance	523	82,702	169,462	256,222	342,982	457,351	601,817	776,381	981,041	1,185,702	1,240,362	
Notes	Station 109 Sidewalk connection to Abbeytown est. at 40,000 - moved to sidewalk waiver fund Street microsurfing in 2033 = \$150,000											

2025 Budget Allocation Summary

Recommendations

Strategy – Allocate any actual cash in hand as of the second half settlement for 2025 Budget. No recommended allocation from three TIFs because of long term road projects.

Staff will allocate dollars based on allowable uses to offset costs in the General Fund, Police District, and/or Fire District.

Unrestricted Cash Available for Appropriation in 2025 by TIF		
TIF	AMOUNT	REC. 2025 Budget
DUKE	143,318	143,318
ZILLIG	440	440
HUNTERS RIDGE	48,373	-
COPPER CREEK	19,762	-
DUNLAP GROVE	18,080	-
ABBEYTOWN	82,702	82,702
CROSLEY MEADOWS	87,921	87,921
LAKE GLORIA	18,080	18,080
TOTAL	418,675	332,460

Thank you

COLERAIN
TOWNSHIP - OHIO

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

3290 Ainsworth Ct	510-0102-0124-00
2468 Merriway Ln	510-0032-0252-00
6408 Springdale Rd	510-0350-0280-00
11919 Waldon Dr	510-0011-0032-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the ____ day of _____, 202_, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
3290 Ainsworth Ct	510-0102-0124-00
2468 Merriway Ln	510-0032-0252-00
6408 Springdale Rd	510-0350-0280-00
11919 Waldon Dr	510-0011-0032-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control, or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;

2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. That this Resolution shall be effective at the earliest date allowed by law.

Trustee _____, seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this ____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director

5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202__.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police
Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution Declaring a Junk Motor Vehicle - 11979 Wincaton Dr.

Recommend ADOPTION of the Resolution.

Rationale:

Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

11979 Wincanton Dr. Cincinnati, OH 45231

1. (OHIO), HIP4121, 2010, WHITE, DODGE, JOURNEY

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **7:00** p.m., on the ____ day of _____, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

**RESOLUTION DECLARING VEHICLE LOCATED AT 11979 Wincanton Dr.
Cincinnati, OH 45231– Parcel ID 510-0011-0069-00
AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT
TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21**

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at **11979 Wincanton Dr. Cincinnati, OH 45231– Parcel ID 510-0011-0069-00**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **11979 Wincanton Dr. Cincinnati, OH 45231– Parcel ID 510-0011-0069-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO), HIP4121, 2010, WHITE, DODGE, JOURNEY

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.
3. The written notice shall contain the following information:

- a. A general description of the vehicle to be removed;
 - b. A statement the Board has determined that the vehicle is a junk motor vehicle.
 - c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.
 - d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.
 - e. A copy of this resolution.
4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.
 5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.
 6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
 7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
 8. This resolution shall take effect at the earliest period allowed by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____ and Mr. Wahlert _____

ADOPTED this _____ day of _____, 202__.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Administration
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing Township Administrator to Execute Agreement with Duke Energy for Station 102 Site work for \$13,929.70

Recommend ADOPTION of the Resolution.

Rationale:

This contract is necessary to have Duke perform the line extension into Station 102 as part of the construction project. A similar agreement was made for Station 26 in June of 2024. These costs are within the scope of the project budget.



July 17, 2024

Colerain Township
Attn: Mr. Robert Shaw
4200 Springdale Rd
Cincinnati, OH 45251

Dear Mr. Robert Shaw,

This letter is in reference to the enclosed Site Readiness Checklist and Line Extension Agreement for the extension of electric facilities at 3955 Generation Dr. The Site Readiness Checklist contains a list of customer requirements that must be completed prior to Duke Energy scheduling the installation of facilities. The Customer and Property owner must sign this document.

The Line Extension Agreement discloses a total upfront cost of \$13,929.70, which must be paid prior to the start of construction. This cost is the sum of the Standard Service Installation cost of \$13,929.70, which is forty percent (40%) of the total Standard Installation costs of \$34,824.25, per Ohio Administrative Code Rule 4901:1-9-07 (D)(3), plus the Premium Service cost of \$0.00. If additional customers utilize all or part of this extension within 50 months of completion, please contact Duke Energy at 1-800-544-6900 as you may be entitled to a refunded portion of this cost.

Please sign and return the documents to me in the envelope provided. Do **NOT** send payment at this time. Once the signed Line Extension Agreement is received, an invoice for the required amount payable will be mailed to you. This estimate is only valid for 90 days. If the invoice is not paid on or before October 17, 2024 the job will need to have a new cost estimate prepared, which may change the cost of the line extension.

I have enclosed a copy of the construction drawing referenced in the Line Extension Agreement for your records. If there are any questions, please feel free to contact me at (513) 846-1685.

Sincerely,

Zack Kuper
Customer Project Coordinator



NON-RESIDENTIAL LINE EXTENSION AGREEMENT

This Agreement is made this 17th day of July, 2024 between Duke Energy Ohio, Inc, hereinafter called the "Company", and Robert Shaw hereinafter called the "Applicant".

The Applicant(s) must demonstrate that he/she is the owner of the premises to be served. The Applicant(s) must apply for electric service within 90 days after the construction of the line extension.

The Company agrees to make a line extension in accordance with its general service rules and regulations as described in Duke Energy Ohio Electric Tariff Sheet No.73.3 filed with The Public Utilities Commission of Ohio. The Applicant agrees to receive and pay for Electric Service, as defined in Ohio Revised Code, Section 4933.81 (F), to be supplied to premises located at 3955 Generation Dr and in conformity with the applicable rates of the Company filed with The Public Utilities Commission of Ohio, as the same are now or may be in effect, from time to time. The line extension and all other facilities erected or supplied by the Company shall be and remains the Company's property.

The Company will install electric facilities to serve said premises in accordance with the design of facilities as shown by enclosed drawing (**Duke Work Order 52822345**), made a part of this agreement. This work will be completed based on the representation of the Applicant that 3955 Generation Dr will be directly connected to the extension of electric facilities provided herein. This agreement is based upon the Company's ability to obtain Right of Way or easements for facilities described above. Should these or other factors reveal unanticipated costs, the parties will amend this Agreement to incorporate such costs.

The Company may make additions and/or extensions to the facilities extension provided for herein from the end of, or from any point in, said extension. Any such addition and/or extension shall be treated as a separate and new project, and the Company will not make refunds for premises served by any such addition and/or extension to the electric facilities extension provided for herein.

The Company will endeavor to complete the installation of this facilities extension within a reasonable time after the Applicant(s) sign this Agreement. However, completion may be delayed by the Company's inability to obtain right-of-way, or other materials of the size and kind required, or by regulation, order or decree of any governmental authority having actual or apparent jurisdiction over such matters prohibiting, postponing or delaying such completion, or by any cause beyond the control of the Company. In this event, the Company will not be responsible in damages, or otherwise, for failure to complete said installations within such time for any reason; provided, however that the Company will take all reasonable steps to complete such installation properly.

This Agreement is executed in part, upon the representations made by the Applicant at the time this Agreement is signed. If the Company determines that the Applicant has misrepresented any intentions in this regard and these misrepresentations cause the Company to incur expenses which it otherwise would not have incurred absent these misrepresentations, Applicant agrees to promptly reimburse the Company for all such expenses or correct the misrepresentation by fulfilling his/her obligations as promised hereunder.

Prior to scheduling the construction of this line extension, Applicant must pay to the Company the sum of \$13,929.70, pursuant to Ohio Administrative Code Rule 4901:1 -9-07 (D)(3). The total cost due is equal to the sum of the Standard Service Installation cost of \$13,929.70, (which is equal to forty percent (40%) of the total Standard Service Installation cost of \$34,824.25) plus the Premium Service Cost of \$0.00.

Pursuant to Ohio Administrative Code Rule 4901: 1-9-07 (F), if additional customers utilize all or part of this extension within 50 months after completion, the Applicant may be entitled to a refund which represents a pro rata portion of the original cost calculated to equitably share the cost responsibility for those facilities used in service by both the new and original Applicant. The Applicant is responsible for notifying the Company when a new Applicant is connected and utilizes the extension associated with the installation cost that was paid.

IN WHICH WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

Name of Customer (Print)

Telephone Number (10 digit)

Signature of Customer

Date

Federal Tax ID _____

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion Authorizing Revision of Resolution (57-24) Authorizing Cost Recovery for Fire and Rescue Services at Motor Vehicle Crash Incidents Involving Non-Residents

Recommend ADOPTION of the Resolution.

Rationale:

This motion authorizing revision of the resolution (57-24) shall provide procedures and updated billing rates for recovering costs incurred by the Colerain Township Department of Fire and Emergency Medical Services (Colerain Fire and EMS) for assistance rendered by Colerain Fire and EMS in responding to motor vehicle crash incidents involving non-residents.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the _____ day of August 2024 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dan Unger, Cathy Ulrich, and Matthew Wahlert

Mr./Ms. _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____-24

RESOLUTION AUTHORIZING COST RECOVERY FOR FIRE AND RESCUE SERVICES AT MOTOR VEHICLE INCIDENTS INVOLVING NON-RESIDENTS

WHEREAS, the Board of Trustees are authorized under the Ohio Revised Code to recover the cost for deployment of emergency and non-emergency services provided by Colerain Township Department of Fire and EMS; and

WHEREAS, the Trustees believe it is necessary to recover costs associated for fire and rescue services at motor vehicle incidents involving non-residents of Colerain Township; and

WHEREAS, the Trustees desire to amend the previously adopted resolution 57-24 to reflect rate limitations set by the Ohio Revised Code, Ohio Administrative Code, Federal Law, and other applicable agencies.

NOW THEREFORE BE IT RESOLVED, by the Trustees of Colerain Township, Hamilton County, Ohio, as follows:

1. Effective July 1, 2024, established billing rates shall be assessed for the delivery of fire and rescue services at motor vehicle incidents for non-residents of Colerain Township.
2. The Board of Trustees, with input from Colerain Township Fire Department, shall establish 3 billing rates based on the level of service delivered for incident mitigation as well as add-on service(s) rates that include vehicle extrication and creating a landing zone.
3. Billing rates are established at Level 1, Level 2, and Level 3. The Level 1 billing rate is established at \$602.00 to provide hazardous materials assessment and scene stabilization. The Level 2 billing rate is established at \$687.00 to provide services that include Level 1 services, as well as clean-up and material used for hazardous fluid mitigation (i.e. gasoline or other automotive fluids). The Level 3 billing rate is established at \$838.00 for motor vehicle incidents that require fire suppression to mitigate the incident.

The billing rates for add-on services include Vehicle Extrication which is established at \$1,811.00 and is to provide heavy rescue tools, ropes, airbags, cribbing, etc. This charge will be added if the fire department must free/remove anyone from the vehicle(s) using any

equipment. This level is to be billed only if equipment is deployed. The billing rate for Creating a Landing Zone is established at \$533.00 which includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

4. The billing rates shall increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this Resolution in order to keep the Colerain Township Department of Fire and EMS cost recovery program in conformity with increasing operating expenses.
5. The Township Fire Chief is authorized and directed to enter into an agreement with a private company that will provide an electronic claims filing system for the purpose of collecting insurance proceeds as provided for herein.
6. All funds collected pursuant to this Resolution shall be deposited into the Fire District Fund, and shall be appropriated and administered by the Board to pay the costs of the management, maintenance, and operation of fire and rescue services in the Township.
7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
8. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

Mr./Ms. _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mr. Unger _____, Ms. Ulrich _____, Mr. Wahlert _____

ADOPTED this _____ day of August 2024

BOARD OF TRUSTEES:

Dan Unger, Trustee

Cathy Ulrich, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker, Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann
S300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of August 2024.

Jeff Baker,
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Motion Authorizing the Township Administrator to Execute a Contract with Fire Recovery USA for Cost Recovery of Fire and Rescue Services for Motor Vehicle Crash Incidents Involving Non-Residents

Recommend ADOPTION of the Motion.

Rationale:

The costs of responding to motor vehicle crash incidents can be significant due to the tools, equipment, and personnel used for these responses. Fire Recovery USA has a proven system to recover these costs, with minimal additional work for departments. Their system automatically identifies billable runs through Colerain Fire and EMS' Records Management System (RMS), imports those runs into their system, and after our approval, allows Fire Recovery USA to initiate the cost recovery process.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2024 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company ("Company"), and **Colerain Department of Fire & EMS**, ("Client"). The Company and Client are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the Client provides emergency services: and

WHEREAS, Client seeks the services of Company to assist with the billing for services that Client provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Client desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Client.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Client agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Client hereby engages Company to provide the Company Services described in Article 4 herein, and Client hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Client that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Client: Client hereby represents and warrants to Company that, at all times during the term of this Agreement, Client is, or Governs, or Contracts with an organized fire department established pursuant to the laws and ordinances of the state in which Client is located.

ARTICLE 3 COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Client while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to Company for services rendered under this Agreement. On request, Company will provide Client with proof of timely payment. Company agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Client may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

3.5. Ownership Interest: Company will have no ownership interest in Client.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Client.

3.7. Attorney-in-Fact: Client appoints Company as Client's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Client, in connection with Client's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Client's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Client's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Client's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4 GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Client and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Client, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF CLIENT

6.1. Cooperation of Client: The Client agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Client shall be responsible for initially insuring, and continuing to review, local and state laws in the Client's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Client.

6.2. Assignment: Once a run is assigned to Company for processing, Company will pursue collection until all efforts have been exhausted. While Company is pursuing payment on a claim Client is precluded from assigning any duties or obligations under this Agreement to any other party, without the written consent of Company. Client may not negotiate a settlement of a run Company is processing without Company's written consent to the terms of the settlement and compensation due to Company for processing the run. Once Company has determined a run is not collectible it will either be archived and closed or sent to a collection agency (only if Client chooses to do so). Sending an account to collection incurs additional fees to Client. If payment is received from a collection agency, the amount received will be posted to Client's account by Company. Company will reimburse Client at the rate set forth in Schedule A, List of Company Services for that particular run, minus any additional fees from the collection agency.

ARTICLE 7 CLIENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Client prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Client's interest in any sums owed to Client; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement. Any runs submitted for processing to Company prior to the date of the notice of termination will continue to be processed under the terms of the List of Company Services set forth in this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Client's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;
- (d) If the Fire Department does not maintain a minimum of 6 billable runs per year, the Fire Department will be subject to a minimum account service fee of \$250 annually or termination of the account.

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Client for Company's use are the sole property of Client. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Client's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Client's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Client.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Client's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Client will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Client's employees, agents, and subcontractors. On termination of this Agreement, Client will return any confidential information in Client's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Client harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Client nor shall it apply to any act, omission or negligence of the Client.

**ARTICLE 11
GENERAL PROVISIONS**

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
9915 Mira Mesa Boulevard, Suite 130
San Diego, CA 92131
Attention: Chris Popov, Esq.

If to Client to:

Colerain Department of Fire & EMS
4160 Springdale Rd.
Cincinnati, OH 45251

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement sets forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous

understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Client/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

Signature: _____

Name: M. Craig Nagler

Title: Manager

CLIENT:

Colerain Department of Fire & EMS

Signature: _____

Name (printed): _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Company agrees to bill the responsible party on the Client's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The Mitigation Rates lists in Exhibit A will increase annually based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor. Rate adjustments will occur to keep the fire department's cost recovery program in conformity with increasing operating expenses.
2. Company will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Client, payments of the agreed upon percentage of said monies to Client, and reporting of progress.
3. Company agrees to bill to the best of its ability all claims provided to Company by the Client.
4. Company will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Client.
5. Company agrees to reimburse Client a portion of the monies collected at a rate of 78% (seventy-eight percent) of the total monies collected on the Client's claims. Total monies collected will be net, after any credit card processing fees (charged at 4%) or any collection agency fees. If Client submits a claim to Company and later wants to cancel the claim, Client may be subject to a billing fee. If Client agrees to submit a claim to Company's collection agency and later wants to remove it from collection status, Client may be subject to a fee of up to 35% of the amount of the claim to compensate for efforts made to collect the claim.
6. Company agrees to pay these monies collected to the Client on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.
7. Company agrees to make available reports via a password protected website to the Client which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Company will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Company by the Client on the Run Sheets.

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department’s actual burdened labor costs and not just a firefighter’s wage. These include wages, retirement, benefits, workers comp, etc.

MOTOR VEHICLE INCIDENTS

Level 1 - \$602.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$687.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$838.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,811.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$553.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and

reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter’s basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

PUBLIC SERVICES

Department: Public Services
Department Director: Tiphany Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Resolution to Prepare and Submit an Application for an Ohio Public Works Commission (OPWC) Grant and to Execute Contracts as Required

Recommend ADOPTION of the Resolution.

Rationale:

The Ohio Public Works Commission offers a State Capital Improvement Plan grant for aid in funding Public Works eligible projects. Colerain Township is preparing a grant application to improve the Amarillo Court drainage issues that occur regularly and create street flooding. The grant can cover up to 90% of the repair costs for high-scoring applications.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m. on the _____ day of August, 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, OH 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following Resolution and moved its adoption:

RESOLUTION NO. ____-24

RESOLUTION AUTHORIZING COLERAIN TOWNSHIP TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION GRANT AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the Ohio Public Works Commission provides funding for the general construction or maintenance of roads or bridges and related facilities involved in the provision of service through the State Capital Improvement Program; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, has identified the need to make capital improvements to the flooding issues on Amarillo Court through the reconstruction of drainage and road elevation; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the State Capital Improvement Program which is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereby agree to:

1. Authorize the Township Administrator of Colerain Township, to apply to the Ohio Public Works Commission for the funds as described above.
2. Authorize the Township Administrator of Colerain Township, to enter into any agreements and/or execute any documents with the Ohio Public Works Commission as may be necessary and appropriate for obtaining this financial assistance.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of the Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to §504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.
5. This Resolution shall take effect on the earliest date permitted by law.

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of August, 2024.

BOARD OF TRUSTEES:

Cathy Ulrich

Dan Unger

Matt Wahlert

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Scott A. Sollmann (0081467)
Colerain Township Asst. Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040
(513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of August, 2024.

Jeff Baker
Colerain Township Fiscal Officer

DEVELOPMENT

Department: Development
Department Director: David Miller, Director of Development

Strategic Plan Goal: Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Motion to Set Public Hearing on Case CZC 24-8: Text Amendment to all Articles of the Colerain Township Zoning Resoution on August 27, 2024 at 7PM

Recommend ADOPTION of the Motion.

Rationale:

Over the past year, staff has worked with KZF and ZoneCo to fully review and revise all articles of the Colerain Township Zoning Resolution to align zoning with the goals of the Imagine Colerain Comprehensive Plan, which is available for review here:

[https://www.colerain.org/DocumentCenter/View/3621/Current-Comprehensive-Plan-Imagine-Colerain?bidId=.](https://www.colerain.org/DocumentCenter/View/3621/Current-Comprehensive-Plan-Imagine-Colerain?bidId=)

This resolution update has been slowly reviewed, article by article, by the Zoning Commission over the past several months. The Zoning Commission is expected to have a public hearing and vote on this resolution at their August meeting.

ADMINISTRATION

Department: Administration
Department Director: Jeff McElravy, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Resolution Authorizing the Adoption of Amended Appropriations
Recommend ADOPTION of the Resolution.

Rationale:

Adoption of this resolution would amend appropriations in two Funds- Fund 2274 (American Rescue Plan) and Fund 2913 (TIF- Abbeytown).

The Township is preparing to close out its \$7.5 million grant through the American Rescue Plan. The resolution would increase appropriations in Fund 2274 by \$1,295, to a total of \$370,009. This will allow staff to take the balance in the Fund as close to zero as possible before officially closing the grant.

The second change is an increase in appropriations in Fund 2913 of \$800, to a total of \$99,500, to allow for compensation payments to the Northwest Local School District for the second half property tax settlement.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of August 2024, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 24

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
AND THE 2024 STRATEGIC PLAN AND BUDGET**

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, does hereby agree to:

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of amended appropriations for the year ending December 31, 2024, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	2024 APPROPRIATIONS
1000	General Fund	\$8,610,100
2011	Motor Vehicle License Tax	\$564,400
2021	Gasoline Tax	\$476,799
2031	Road and Bridge	\$1,964,537
2081	Police District	\$11,965,300
2111	Fire District	\$17,649,523
2181	Zoning	\$550,765
2231	Permissive Motor Vehicle License Tax	\$1,048,360
2261	Law Enforcement Trust	\$90,000
2271	Enforcement and Education	\$4,000
2274	American Rescue Plan	\$368,714
2281	Ambulance And Emergency Medical Services	\$1,508,042
2401	Special Assessment - Lighting Districts	\$167,360
2402	CDBG Sidewalk Maintenance Fund	\$30,000
2901	TIF - Kroger	\$604,000
2902	Recycling Incentive	\$122,790
2903	TIF - Colerain Towne Center	\$1,550,000
2904	TIF - Duke	\$149,000
2905	TIF- Northridge	\$2,000
2906	Sidewalk Waiver	\$30,000
2907	TIF- Dunlap Grove	\$76,000
2908	CDBG Com Dev Block Grant	\$92,504
2910	TIF- Zillig	\$1,000
2911	Parks & Services	\$1,540,992
2912	Community Center	\$316,735

2913	TIF- Abbeytown	\$99,500
2914	TIF- Hunter's Ridge	\$63,500
2915	TIF- Lake Gloria	\$32,250
2916	TIF- Crosley Meadows	\$105,000
2917	TIF- Copper Creek	\$26,250
2918	TIF- Pottinger	--
3101	Bond Retirement	\$1,181,425
4101	Capital Project- Fire Fund	\$1,202,140
6001	Self-Insurance Fund	\$2,138,850

Trustee _____ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____,

ADOPTED this _____ day of August 2024.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Scott Sollmann (0081467)
Colerain Township Law Director
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of August 2024. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Jeff Baker,
Colerain Township Fiscal Officer

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Contract - Hamilton County - Grant for Sears Demolition Plan - No Cost
Recommend approval of all consent items.

Rationale:
The Township was awarded a grant from Hamilton County to cover the cost of drafting demolition plans for the demolition of the former Sears at the Northgate Mall. This grant will fully cover the drafting of those plans.

**Joint Agreement Between the Board of County Commissioners, Hamilton County, Ohio and
Colerain Township, Ohio to Administer Community Revitalization Grant Awarded for Building
Improvement**

RECITALS

This Joint Agreement (the “Agreement”) is entered into on _____ day of _____, 2024 (“Effective Date”), by and between the Board of County Commissioners, Hamilton County, Ohio (“County”) and Colerain Township, Ohio (“Grantee”).

Whereas, the County included the Community Revitalization Grant (CRG) program in its 2024 overall budget to partner with cities, villages, and townships to implement impactful economic and community development projects; and

Whereas, participating local governments applied for funds to implement community and economic development plans, spur other development projects, remove blighted properties or conditions, and/or promote economic development; and

Whereas, the Grantee submitted an application for an economic development project, including the identification of all existing utilities, disconnects, and the development of a full demolition plan for the former Northgate Mall Site, further described in Exhibit A (the “Project”) and Exhibit B (Grantee’s “Application”) attached hereto and incorporated herein as part of this Agreement; and

Whereas, the CRG Review Committee recommended funding the Project to the Board of County Commissioners (BOCC).

Incorporating the foregoing Recitals and in consideration of the mutual promises, covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties agree as follows:

1. **Term:** The Grant Term shall commence as of the Effective Date and extend through December 30, 2025 (the “Grant Term”) unless the Term of this Agreement is modified in writing or the Agreement is terminated in accordance with the provisions hereof.
2. **Grant Agreement and Uses:** Subject to the terms of this Agreement, the County, by and through its Office of Economic Development, hereby grants to the Grantee a one-time grant of money in the amount of Twenty-Eight Thousand Dollars (\$28,000) (the “Grant Funds”). The Grant Funds are awarded to the Grantee exclusively to undertake and complete the Project. Any other use of Grant Funds without prior written approval of the County shall be considered a non-allowable expenditure and may be subject to reimbursement of Grant Funds to the County upon a financial audit.

3. **Disbursement:** Upon execution of this Agreement, the County will disburse the Grant Funds on a reimbursement basis. The Grantee shall invoice the County for Grant Funds and provide source documentation on corresponding expenditures in a format acceptable to the County. Source documentation shall include invoices and proof of payment. The County will make all reasonable efforts to pay such funds to the Grantee within 30 days of receipt of invoice and acceptable source documentation. The Grantee shall not submit invoices more frequently than monthly. Disbursement of Grant Funds is limited to actual costs and expenses the Grantee incurs after the Effective Date for the Project up to the maximum of Twenty-Eight Thousand Dollars (\$28,000). Grantee agrees that the Grant Funds are restricted and may only be used for the uses outlined in Exhibit A. Grant Funds disbursed under this Agreement cannot supplant any other funding. Any Grant Funds disbursed to Grantee for ineligible costs or expenses shall be returned to County, immediately upon request.
4. **Subcontractors:** The Grantee agrees to secure qualified personnel and/or contractors to complete the Project. All personnel performing work on the Project shall be under the direct supervision of the Grantee or the Grantee's contractors. The Grantee agrees to comply with any and all applicable laws governing the selection of contractors under this Agreement.
5. **Competitive Procurement:** The Grantee agrees that the procurement of goods and services utilizing Grant Funds shall be through a competitive procurement process required by the Ohio Revised Code.
6. **Records of Grant Funds and Access:** The Grantee shall maintain full, accurate and complete financial and accounting books, records and reports ("Records") of all direct and indirect uses and expenditures of the Grant Funds consistent with cash basis accounting principles. The Grantee shall keep and preserve all Records for at least three (3) years following the expiration of this Agreement. The County or the County's designated representative, at the County's cost and expense, shall have the right to audit the Records at any time but shall not unreasonably interfere with the Grantee's operations in connection with any such audit.
7. **Reporting:** The Grantee will submit semi-annual progress reports as well as a completion report. The County reserves the right to require the submission of additional reporting as it relates to the activities included in the Project. Such documentation may include, but is not limited to, reports, spreadsheets and databases whether in electronic or paper form. With reasonable promptness, Grantee shall supply County with such reporting and information pertaining to the Project as from time to time may be reasonably requested.

7.1 Semi-annual reports. On January 31 and July 31 of the Grant Term, Grantee shall submit a report satisfactory to the County which includes the following information:

Exhibit A
Project Scope and Budget

A. Project Scope

The Grantee will use the Grant Funds for the identification of all existing utilities, disconnects, and the development of a full demolition plan, for the former Northgate Mall site. This project is a part of the Northgate Tomorrow plan and strategy to redevelop Northgate Mall. Once the property is demolished, Colerain Township will engage in a Request for Proposal process for future redevelopment of the site into a mixed-use development. Other funding sources include the Colerain Township and the State of Ohio.

B. Project Budget

Funding Sources:

Hamilton County Community Revitalization Grant - \$28,000

Funding Uses:

Identification of all existing utilities, disconnects, and development of a demolition plan. - \$28,000

Exhibit B
Grant Application

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #2: Continue to Provide High Quality Safety Services

Contract - NWLSD - CPR Training - No Cost
Recommend approval of all consent items.

Rationale:
The Township and Northwest Local School District entered into an agreement in 2023 to provide CPR training to employees of the school district. Under this agreement, the Township will be reimbursed \$30 for each teacher that is trained in CPR. The contract is for one year.

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on July 30, 2024, by and between Colerain Township, of 4200 Springdale Rd., Cincinnati, Ohio 45251 (hereinafter referred to as "CT") and Northwest Local School District, of 3240 Banning Rd., Cincinnati, Ohio 45239 (hereinafter referred to as "NWLS") for the purpose of achieving the various aims and objectives relating to the Staff CPR Training (the "Project").

WHEREAS CT and NWLS desire to enter into an agreement in which CT and NWLS will work together to complete the Project;

AND WHEREAS CT and NWLS are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangement that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Staff CPR Training between CT and NWLS.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

- a. Services to be rendered by CT include:
 - Provide CPR training to NWLS Staff at their request.
- b. Services to be rendered by NWLS include:
 - Providing teachers and staff that wish to have either initial certification or recertification in CPR.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. CT agrees to provide the following financial, material and labor resources in respect of the Project:

CPR Instructors, training, and venue.

b. NWLSD hereby agrees to provide the following financial, material and labor resources in respect of the Project:

- \$30.00 per teacher or staff member and venue.
- Minimum staff attendance per class will be two. Classes with less than two attendees will be cancelled five days prior to the scheduled class.
- Should attendance drop below two staff members without prior notification to CT, NWLSD will pay \$30 for each staff member below two students (maximum of \$60.00)

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangement made by the Partners by this Memorandum shall remain in place from July 30, 2024 until May 16, 2025. The term can be extended only by agreement of all of the Partners.

Termination of the MOU

This MOU may be terminated by either party at any time prior to the expiration of the MOU provided written notice is given to the other party to the MOU (30) days in advance.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Ohio.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

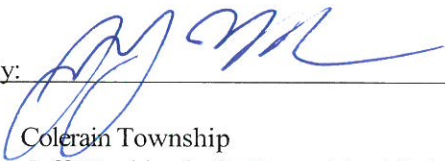
It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Staff CPR Training:

Signatories

This Agreement shall be signed on behalf of Colerain Township by Jeff Weckbach, Township Administrator, and on behalf of Northwest Local School District by ____, its NWLSD Representative. This Agreement shall be effective as of the date first written above.

By:  Date: 7/23/24
Colerain Township
Jeff Weckbach, its Township Administrator

B _____ Date: _____
Northwest Local School District
NWLSD Representative

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Expand Recreational Opportunities for all Ages

Contract - Colerain Youth Football and Cheer - Equipment Shed Lease - No Cost
Recommend approval of all consent items.

Rationale:
The Township executed an agreement with the Colerain Youth Football and Cheer organization, which was formerly known as Colerain Little Cards and operated under the Colerain Athletic Association Boosters, for the use of shed rental space at Groesbeck Park. This shed was formerly utilized by the prior versions of the organization since construction of the football field. With the construction of the new fire station, the organization has opted to move their practices to White Oak Middle School. This contract will last through December 31, 2028 and allows for the storage of the equipment in the facility at no cost to the organization.

LEASE AGREEMENT

This Lease Agreement (the "Lease" or "Agreement") is made by and between the Colerain Cardinals Youth Athletics Football and Cheer ("Colerain Youth Football") an Ohio Not-For-Profit-Corporation, and the Colerain Township Board of Trustees (the "Township" or "Colerain Township") whose mailing address is 4200 Springdale Road, Cincinnati, Ohio 45251.

WITNESSETH

WHEREAS, Colerain Township is the owner of real property located at 8296 Clara Avenue, Cincinnati, Ohio 45239, commonly known as Groesbeck Park ("Groesbeck Park" or the "Park"); and

WHEREAS, said Park is located in Colerain Township, Hamilton County, Ohio; and

WHEREAS, Colerain Township and a similar organization operating as a Youth Football non-profit have previously entered into a lease agreement with respect to portions of the park property; and

WHEREAS, to enhance the safety and welfare of the general public, Colerain Township needs to relocate its existing Fire Station 26 to 8296 Clara Avenue; and

WHEREAS, this move will allow the Colerain Township Fire and EMS Department to reach residents faster by moving to this location, thereby increasing the probability of lives saved; and

WHEREAS, on September 8, 2022 Colerain Township met with Colerain Youth Football to inform them of the need to cancel the existing agreement and the Township agreed to hold on any formal notification to Colerain Youth Football until the conclusion of the 2022 football season; and

WHEREAS, on November 10, 2022, Colerain Township sent the attached letter, known as Attachment A, to Colerain Youth Football via email and regular mail notifying the organization of the cancellation of the previously existing lease agreement effective on January 31, 2023; and

WHEREAS, on February 15, 2023, Colerain Township sent a subsequent letter, known as Attachment B, permitting Colerain Youth Football to continue to store their equipment on site at the park through May 31, 2023; and

WHEREAS, Colerain Township subsequently met with Colerain Youth Football to discuss options and opportunities for alternative sites for practices and offered connections to several different groups, including St. Ann's Parish, Groesbeck Park, and Northwest Local School District Property; and

WHEREAS, on July 12, 2023, Colerain Youth Football requested that the Township consider a lease agreement to allow for the storage of their equipment in the shed at the Park located near the cell tower; and

WHEREAS, Colerain Youth Football has expressed a desire to enter into a separate field rental agreement with either Northwest Local Schools or the Township for the Southern multi-purpose field located at Groesbeck Park; and

WHEREAS, Colerain Township and Colerain Youth Football find it in the best interest of all parties to allow for the lease of the portion of the building as identified and detailed in Attachment C.

NOW, THEREFORE, in consideration of the foregoing and mutual agreements and covenants hereinafter set forth, Colerain Township and Colerain Youth Football hereby agree as follows:

1. Lease Space. Colerain Township will permit Colerain Youth Football to store general equipment, such as pads and uniforms, in the space identified and detailed in Attachment C.
2. Storage/Facility Insurance. Colerain Youth Football shall be required to neatly and properly store all equipment within the existing storage facility. No equipment, other than equipment or tools utilized for field maintenance or practice, shall be stored within the facility without the express written permission of Colerain Township. All storage facilities must be secured with a lock and key at all times. Colerain Township reserves the right to inspect the contents of all storage facilities including, but not limited to the one identified and detailed in Attachment C, at any time and may remove locks in order to complete such inspections if the person(s) identified by Colerain Youth Football cannot be located or do not respond within forty-eight hours to a request to inspect.
 - a. Colerain Youth Football shall obtain insurance to cover its storage facilities, materials, and equipment that is stored on Township property in amounts sufficient to cover any loss. Under no circumstances shall the Township be responsible for replacing or repairing (or for reimbursing the costs of replacing or repairing) damaged or stolen facilities, equipment, tools, or materials stored therein.
 - b. Repairs to the storage facility, including the roof and general conditions, will be addressed by Colerain Township.
 - c. Colerain Township shall be listed as an additional insured party.
3. Existing Facilities Not in Designated Storage Space.
 - a. It is understood by both parties that any property remaining on the existing site of the Colerain Township Fire Station 26 as of September 1, 2023, will be disposed of as part of the construction of the Fire Station.
4. Trash Collection and Removal. To the extent that Groesbeck Park is utilized for parking for the Colerain Youth Football use of any agreed upon open space, Colerain Youth Football shall be responsible for ensuring that all trash in Groesbeck Park shall be properly disposed of and placed in appropriate trash receptacles.
5. Utility Costs. Colerain Youth Football shall be responsible for paying directly for, or reimbursing, all utility costs (electricity) associated with or incurred as a result of this Agreement. If delinquent payment for utilities are not paid within ten days' notice, the Township may, at its sole discretion and without any notice or liability to Colerain Youth Football whatsoever, cancel such utility service.
6. Parking. The Park is a public facility and the Colerain Youth Football understand and agree that neither it nor any person affiliated with the Colerain Youth Football may charge any type of admission fees, parking fees, or other fees to persons wishing to park their vehicles in the Park. Colerain Youth Football may accept donations, if donations are completely voluntary and not solicited by the Colerain Youth Football in exchange for any access or use of Groesbeck Park. Neither party to this agreement shall have exclusive parking rights. The Colerain Youth Football may use the existing parking at the Park for program participants and spectators, but the Colerain Youth Football agree that it will not permit any participants or spectators to park anywhere other than on designated parking areas within Groesbeck Park, unless agreed to in writing with another property owner. Under no circumstances shall parking occur or be allowed or designated by the Colerain Youth Football on Clara Avenue. The Colerain Youth Football shall

be responsible for any damages caused by persons parking on non-designated parking areas. The Colerain Youth Football organization understands and acknowledges that none of the spaces at St. Ann's, the Groesbeck Library, or Groesbeck Park shall be used without prior authorization, in writing for use of the space for practices, parking, or other purposes. Failure to abide by this tenant shall result in the termination of this agreement.

7. Restrooms. The Township understands that the Colerain Youth Football organization has secured a practice field at White Oak Middle School. Township parks are public facilities and members of the public may utilize the park restrooms. The Township will have the restrooms open for operation during park hours from the months of April through October. It is understood by all parties that the restrooms may be periodically closed for routine and emergency maintenance needs.
8. Annual Reporting Requirements. Colerain Township may request that the following items be provided on an annual basis:
 - a. A full list of all volunteers, employees, or coaches affiliated with the organization and appropriate background checks.
 - b. A list of addresses for all players or participants in the program.
 - c. An updated certificate demonstrating active non-profit status with the State of Ohio and Federal Government.
 - d. Annual income statements, including but not limited to tax returns that show total revenues, expenses, and other balances.
 - e. A list of all current board members with a contact phone number and email.
9. Assignment and Subletting. The Colerain Youth Football shall not assign or convey this Agreement or any interests or rights of the Colerain Youth Football set forth in this Agreement without the prior written consent of Colerain Township.
10. Improvements. Colerain Township will not be responsible for any improvements to the storage facility. It is understood that it is being offered rent free and any improvements will be made at the sole cost of Colerain Youth Football. Colerain Township shall not be responsible for any items that are lost due to damage, theft, weather, or other circumstances while they are stored in the storage facility.
11. Term. This Agreement shall commence on the date when both parties have executed this Agreement with authorized signatures and shall terminate on December 31, 2028, unless sooner terminated hereinafter as described in section 13 "Termination". This lease supersedes and replaces any previously existing agreements between the parties.
12. Damages to facilities. In the event that Township facilities are damaged, they are required to be repaired at the sole expense of the Colerain Youth Football organization. To the extent that Colerain Youth Football elects to use Township Park space for practices without an agreement for rental, the Township will bill Colerain Youth Football for the use and will bill the organization for any damages done to Township property.
13. Termination. This Agreement shall automatically terminate at the expiration of term outlined in section 11 of this Agreement. This Agreement may also be terminated if the Colerain Youth Football fail to perform any of its obligations under this Agreement and/or fail to cure any failure of obligation within ten days written notice of its noncompliance beginning when such notice is sent by the Township to the Colerain Youth Football. Further this Agreement may be terminated immediately and without prior notice or right to cure should the Colerain Youth Football disband,

cease athletic programming, otherwise cease to operate, or if Colerain Youth Football is unable to secure an agreement with Northwest Local Schools or an agreement is terminated with or by Northwest Local Schools for the use of the practice space as previously described in this Agreement, or if the Township determines that the actions of the Colerain Youth Football, its officials, coaches, members, players, spectators, or other persons affiliated with the team in any way have conducted themselves in a way that is injurious to the health, welfare, safety, or reputation of Colerain Township or its residents. A fully executed agreement with the Northwest Local School District is attached as Attachment D. Finally, notwithstanding any other term or condition contained herein, in the event that the lease space is needed for public purposes by Colerain Township, this Agreement may be terminated after sixty-days following the Township sending written notice to Colerain Youth Football at the below address.

- a. Colerain Youth Football is committed to securing practice space at White Oak Middle School. To the extent that the organization is unable to secure this space for any season, this agreement will terminate on August 30th of that year.
 - b. At the expiration of this agreement, any items left behind in the storage facility shall become the property of Colerain Township.
14. Hold Harmless. The Colerain Youth Football shall indemnify and hold harmless Colerain Township, its officials, officers, agents, and employees from any and all losses, claims, demands, damages, suits, or causes of action by any person, firm, association, or corporation. This indemnification shall include, but not be limited to, all attorney fees and other expenses incurred by Colerain Township to defend such claim(s).
15. Notices. Any notice required or permitted to be given under this Agreement shall be deemed completed upon personal delivering to such address, regular mail sent to such address of electronic mail is provided to the following email addresses:
 - a. To Colerain Township: Colerain Township Board of Trustees
c/o Township Administrator
4200 Springdale Road
Cincinnati, OH 45251
jweckbach@colerain.org
 - b. To Colerain Youth Football: Brandon Crooks
8778 Planet Drive
Cincinnati, Oh 45231
bcrooks@nwlsd.org
16. Miscellaneous.
 - a. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written. No waiver, modification, or addition to this Agreement shall be valid unless in writing and signed by authorized representatives of both Colerain Township and the Colerain Youth Football.
 - b. This Agreement and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Colerain Township and the Colerain Youth Football and their respective successors and permitted assignees.

- c. The sections, captions, and headings in the Agreement are for the convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.
- d. If any term or provision of this Agreement, or the application thereto to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- e. This Agreement and the rights and obligations of the parties hereto shall be construed in accordance with the laws of the State of Ohio.

17. Authority to Sign.

- a. The representative of Colerain Township whose signature is affixed to this Agreement affirms that they are duly authorized to bind Colerain Township to the terms of this Agreement by his signature.
- b. The representative of the Colerain Youth Football whose signature is affixed to this Agreement affirms that they are duly authorized to bind Colerain Youth Football to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, the parties hereby have caused this agreement to be executed effective the 22nd day of July 2024.

ATTEST:


 Jeff Weckbach
 Township Administrator, Colerain Township


 Brandon Crooks
 President, Colerain Cardinals Youth Athletics
 Football and Cheer Program, Inc.



November 10, 2022

Mr. Wayne Fields
Colerain Youth Football
colerainyouthfootball@gmail.com

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahler

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Mr. Fields,

Pursuant to article 12 of the agreement between Little Cards and Colerain Township, the Township is terminating the agreement as the park and fields are needed for public purposes. Colerain Township Fire Station 26 is in dire need of replacement. The Township studied various areas for the construction of a new fire station and building the station at Groesbeck Park will provide increased response times to the residents of Colerain Township. Given the acreage required for this project, the construction of the new Station 26 will require most of the upper parking lot at Groesbeck Park and a portion of the existing field used by Little Cards for practices. Article 12 of the agreement requires the Township to provide a minimum of 60 days' notice of the cancellation of the agreement. In order to limit the disruption to existing planned practices, the Township is notifying Little Cards that this agreement will cancel on 01/31/2023.

This is not a decision we take lightly as we understand the importance of Little Cards to the Colerain Township community. Colerain Township appreciates the partnership that we have had with Little Cards over the years and want to wish the program the best of luck in the future.

Thank you,

A handwritten signature in black ink, appearing to read "Jeff Weckbach", followed by a long horizontal line.

Jeff Weckbach
Township Administrator, Colerain Township



PUBLIC SERVICES DEPARTMENT

**ASSISTANT
DIRECTOR**
Tawanna Molter

February 15, 2023

Mr. Wayne Fields
Colerain Youth Football
colerainyouthfootball@gmail.com

Dear Mr. Fields,

On November 10, 2022, pursuant to Article 12 of the agreement between Little Cards and Colerain Township, Colerain Township Township Administrator Jeff Weckbach sent you a notice of cancellation stating that the agreement would be terminated on January 31, 2023. We are now 15 days past that date.

Today, Wednesday, February 15, 2023, Colerain Township is providing an extension to allow for additional time to remove equipment that is stored in the maintenance garage immediately adjacent to the cell tower on the property of Groesbeck Park. Colerain Youth Football may continue to use this space for equipment storage until Wednesday, May 31, 2023, or an additional one hundred twenty (120) days from the termination of the agreement.

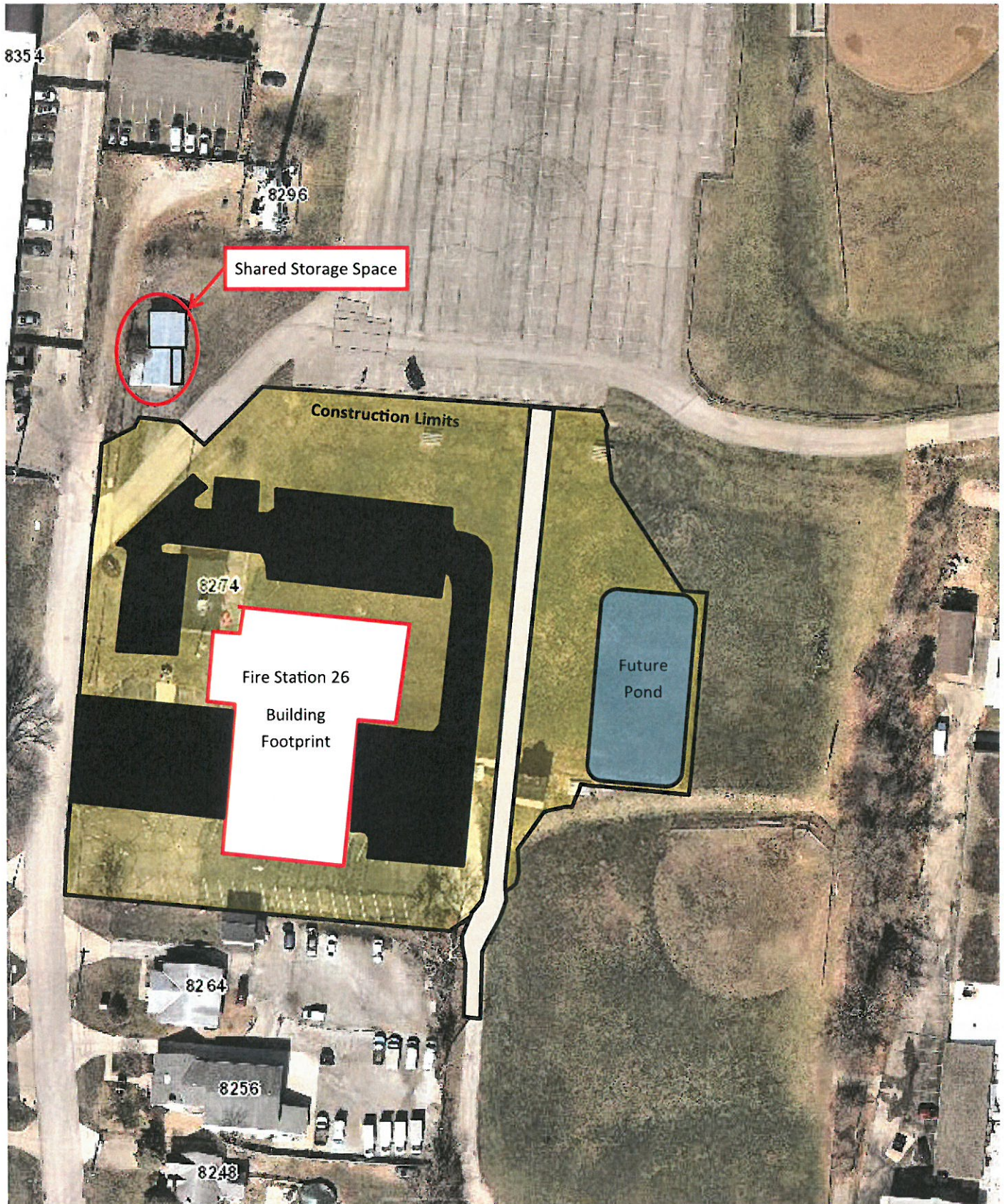
- Any equipment or materials stored on Park property must be stored completely and neatly in the storage facility and equipment must not impede Colerain Township's usage of the garage.
- Colerain Youth Football shall maintain insurance to cover the materials and equipment stored on Township property in amounts sufficient to cover their loss.
- Under no circumstances shall Colerain Township be responsible for replacing or repairing (or for reimbursing the costs of replacing or repairing) damaged or stolen storage facilities or equipment or materials stored therein.
- Colerain Township reserves the right to revoke permission previously granted to Colerain Youth Football for storage if it is determined in its sole discretion that it is in the best interests of Colerain Township or its residents to do so.
- Any equipment or materials belonging to Colerain Youth Football that are not removed from Groesbeck Park by May 31, 2023 shall be deemed abandoned by Colerain Youth Football and shall thereupon become the absolute property of Colerain Township without compensation to Colerain Youth Football.
- After removal of equipment and materials, the storage space inside the maintenance garage shall be restored back to its original condition.

If you have any questions, please do not hesitate to reach out to me.

Sincerely,

Tawanna M. Molter
Assistant Director
Colerain Township Public Services

ATTACHMENT C



Attachment D

From: Colerain Cardinals colerainyouthfootball@gmail.com
Subject: Fwd: Northwest Local School District Col. Cards Yth FB & Cheer Practice - Approved
Date: Jul 20, 2024 at 7:21:29 PM
To: made2bking13@gmail.com, turnerlv@outlook.com

----- Forwarded message -----

From: **ML Schedules Software** <info@masterlibrary.com>
Date: Fri, Jul 19, 2024 at 12:43 PM
Subject: Northwest Local School District Col. Cards Yth FB & Cheer Practice - Approved
To: <pheinrich@nwlsd.org>, <colerainyouthfootball@gmail.com>

Northwest Local School District

Approved

Your Request with Northwest Local School District has been approved. This request (Schedule Id #786) consists of the following Request #'s: 23870, 23871, 23872, 23873, 23874, 23875, 23876, 23877, 23878, 23879, 23880, 23881, 23882, 23883, 23884, 23885, 23886, 23887, 23888, 23889, 23890, 23891, 23892, 23893, 23894, 23895, 23896, 23897, 23898, 23899, 23900, 23901, 23902, 23903, 23904, 23905, 23906, 23907, 23908, 23909, 23910, 23911, 23912, 23913, 23914, 23915, 23916, 23917, 23918, 23919, 23920, 23921, 23922.

Please review all Event Information for accuracy. If fees are applied to this request you will receive an invoice.

EVENT INFORMATION

Site	White Oak Middle
Space	WOMS Field North
Group	Colerain Cardinal Youth Football
Group Manager	Pam Heinrich
Group E-mail	pheinrich@nwlsd.org
Address	8778 Planet Cincinnati, OH 45231
Phone	(513)213-3014
Event Name	Col. Cards Yth FB & Cheer Practice
Date/Time	Mon 08/19/2024 05:45 PM - Mon 08/19/2024 08:30 PM
Actual Event Date/Time	Mon 08/19/2024 05:45 PM - Mon 08/19/2024 08:30 PM
Event Notes	Brandon Crooks 513-213-3014
Budget Code	

RECURRING INFORMATION (Schedule Id #786)

First Occurrence	Mon 08/19/2024 05:45 PM - Mon 08/19/2024 08:30 PM
-------------------------	---

	24 08:30 PM
# Occurrences	53
	Fri 11/01/202
Last Occurrence	4 05:45 PM - Fri 11/01/202 4 08:30 PM
List Of Occurrence(s)	
	(08/19/2024, 08/20/2024, 08/21/2024, 08/22/2024, 08/23/2024, 08/26/2024, 08/27/2024, 08/28/2024, 08/29/2024, 08/30/2024, 09/03/2024, 09/04/2024, 09/05/2024, 09/06/2024, 09/09/2024, 09/10/2024, 09/11/2024, 09/12/2024, 09/13/2024, 09/16/2024, 09/17/2024, 09/18/2024, 09/19/2024, 09/20/2024, 09/23/2024, 09/24/2024, 09/25/2024, 09/26/2024, 09/27/2024, 09/30/2024, 10/01/2024, 10/02/2024, 10/03/2024, 10/04/2024, 10/07/2024, 10/08/2024, 10/09/2024, 10/10/2024, 10/11/2024, 10/15/2024, 10/16/2024, 10/17/2024, 10/18/2024, 10/21/2024, 10/22/2024, 10/23/2024, 10/24/2024, 10/25/2024, 10/28/2024, 10/29/2024, 10/30/2024, 10/31/2024, 11/01/2024)
Approved	

Please do not reply to this e-mail.
Instead, please contact pheinrich@nwlsd.org with any questions.

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17 KB

mlschedules.ics

18 KB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2024

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 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
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 800-622-7370 | **FAX (A/C, No):** 803-256-4017
E-MAIL ADDRESS: ayf@sadiersports.com
PRODUCER CUSTOMER ID#:

INSURED
AMERICAN YOUTH FOOTBALL, INC. AND
AMERICAN YOUTH CHEER AS MEMBERS OF
COLERAIN CARDINALS YOUTH FOOTBALL AND CHEER
c/o COLERAIN CARDINALS- Chanda Fields
9033 Colerain Ave
Cincinnati, OH 45251

Application ID: 423569

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SiriusPoint America Insurance Company, Inc.	38776
INSURER B: Zurich American Insurance Company	16535
INSURER C:	
INSURER D:	

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X		PLH01GL00000089	01:21PM ET 06/10/2024	01:21PM ET 06/10/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Ea occurrence) \$300,000 PREMISES MEDICAL PAYMENTS EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON- OWNED AUTOS			PLH01GL00000089	01:21PM ET 06/10/2024	01:21PM ET 06/10/2025	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ SEXUAL ABUSE / MOLESTATION ☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS- MADE ☐ DEDUCTIBLE ☐ RETENTION			PLH01GL00000089	01:21PM ET 06/10/2024	01:21PM ET 06/10/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 EACH OCCURRENCE N/A AGGREGATE N/A
	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 ☐		N/A			☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EOMLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			ZPX0000556385900	01:21PM ET 06/10/2024	01:21PM ET 06/10/2025	EXCESS MEDICAL \$100,000 DEATH + SPECIFIC LOSS \$10,000 DEDUCTIBLE \$500

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

RE: COVERED SPORTS NOTE: The maximum number of players cannot exceed 36 players per team. Tackle Football - 7u Division (1 teams), Tackle Football - 8u Division (1 teams), Tackle Football - 9u Division (1 teams), Tackle Football - 10u Division (1 teams), Tackle Football - 11u Division (1 teams), Tackle Football - 12u Division (1 teams), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 1 (no charge) (6 teams), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 2 (6 teams)
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP:
Property Owner/ Lessor

Colerain Township
8296 Clara Ave.
Cincinnati, OH 45251

CANCELLATION

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 (company A)

[Signature]

AUTHORIZED REPRESENTATIVE (company B)

[Signature]

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
PLH01GL00000089	06/10/2024	COLERAIN CARDINALS YOUTH FOOTBALL AND CHEER	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

[X] Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:

1. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
2. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
3. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

[X] Sponsors

[X] Co- Promoters

[X] Any individual person(s) or organization(s) listed below:

COACHES, OFFICIALS AND VOLUNTEERS

WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE INSURED.

PH- GL- CW-0128 (04/22)

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Page 1 of 1

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CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Contract - Duke Energy - Station 102 Easement - No Cost

Recommend approval of all consent items.

Rationale:

The attached agreement provides an easement to Duke Energy for work at the new Station 102 site. There is no cost to the Township.

Prepared by: Duke Energy Ohio, Inc.
Return to: Duke Energy Ohio, Inc.
Attn: Michelle Sechman
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # 510-0114-0147

EASEMENT

State of Ohio
County of Hamilton

THIS EASEMENT ("**Easement**") is made this 25th day of July, 2024, from **COLERAIN TOWNSHIP BOARD OF TRUSTEES** ("**Grantor**", whether one or more), to **DUKE ENERGY OHIO, INC.**, an Ohio corporation ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in Section 10, Township 2, Entire Range 1, Symmes Purchase, Colerain Township, Hamilton County, State of Ohio; being all of Lot 3, Struble Road Business Park, Phase 2 as recorded in **Plat Book 498, Page 27**, and also **Official Record Book 14961, Page 2548**, in the Office of the Recorder of Hamilton County, Ohio ("**Property**") and as further described in Exhibit B.

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

For Grantee's Internal Use:
Work Order #: 54451694-20

Page 1 of 4

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantee shall have the right to install necessary guy wires and anchors extending beyond the boundaries of the Easement Area.
5. Grantee shall have the right to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or alterations.
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantor shall retain the right to use the Easement Area in any manner provided such use is not inconsistent with the rights granted herein to Grantee.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this 25th day of July, 2025.

COLERAIN TOWNSHIP BOARD OF TRUSTEES

Signed Name

Jeff Weckbach

Printed Name

Administrator

Title

Township OF Colerain

COUNTY OF Hamilton

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this 25th day of July, 2024 by Jeff Weckbach, as _____ of COLERAIN TOWNSHIP BOARD OF TRUSTEES.

SEAL:



DEBORAH A. FALES
Notary Public, State of Ohio
My Commission Expires
September 21, 2024

Signed:

Deborah A. Fales

Printed or Typed Name: Deborah A. Fales

Commission expires: Sept 21, 2024

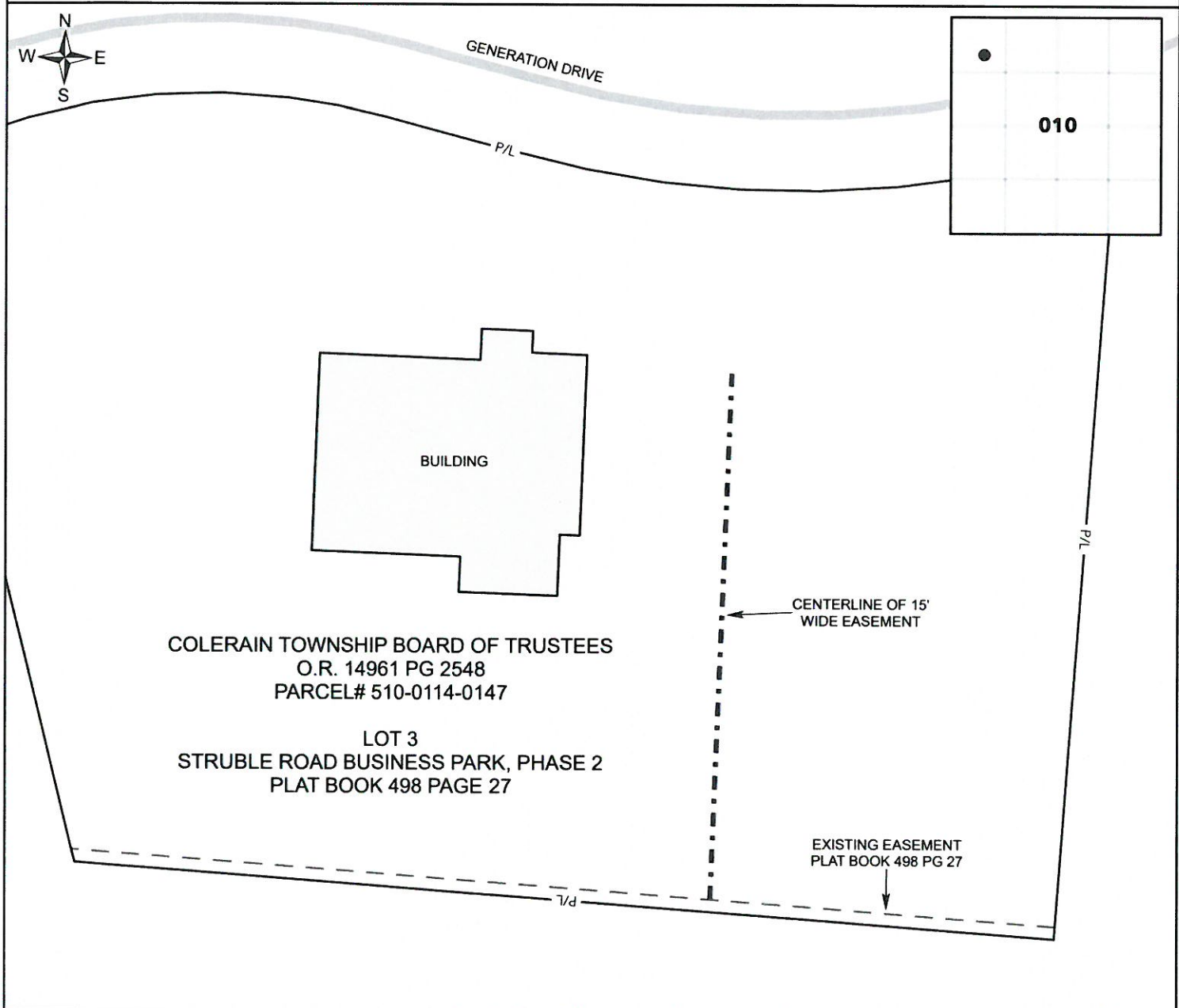
My County of Residence: Hamilton

My Commission Number: _____

This instrument was prepared by Janice L. Walker, Attorney-at-Law, 139 E. 4th St., Cincinnati, OH 45202.

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

HAMILTON COUNTY, OHIO

SITE NAME: COLERAIN TOWNSHIP, SECTION 10, TOWNSHIP 2, ENTIRE RANGE 1, SYMMES PURCHASE

	DR. ORC	EXHIBIT MAP OF: EASEMENT	
	CK. ORC	EXHIBIT MAP FOR: COLERAIN TOWNSHIP BOARD OF TRUSTEES	
	DATE: 7/23/2024	LOCATION: GENERATION DRIVE, CINCINNATI, OH	WO# 54451694-20

EXHIBIT B

Situate in Section 10, Town 2, Entire Range 1, Symmes Purchase, Colerain Township, Hamilton County, Ohio and being part of Struble Road Business Park , Phase 2, as recorded in Plat Book 498, Page 27 of the Hamilton County, Ohio Recorder's Office;

Being all of Lot 3 of said Struble Road Business Park, Phase 2.

CONSENT ITEMS

Department: Administration
Department Director: Tiphannie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #5: Continuously Improve the Operations of the Township

Contract - Alpine Valley Pure Service - Water Cooler Service for Training Center - \$156.80/quarter- 24 months
Recommend approval of all consent items.

Rationale:

This is a 24-month (2-year) contract for water cooler service for the training center at 4200 Springdale Road in the amount of \$156.80 per quarter (\$627.20 per year).



Alpine Valley PURE Service - Service Agreement



PRODUCT, SERVICE, OR EQUIPMENT	
Hot and Cold Filtration Water Cooler	\$156.80 per quarter
Filtration for Plumbed Equipment	\$54.85 per quarter/Included
Full Service & Support – Includes Filter Changes	\$99.95 per year/Waived with Term Agreement
SAVE 10% ON EQUIPMENT WITH ANNUAL BILLING	Pay once per year & save. Check here ☐

Alpine Valley PURE Service Guarantee: Alpine Valley guarantees to always deliver the highest quality products and services. Any complaints about the quality of the products or service which have not been taken care of in the normal course of business should be sent by letter to Alpine Valley. If Alpine Valley then fails to resolve the complaints within 30 days, the Customer may terminate this Service Agreement, and shall pay all undisputed amounts owed and shall return the Equipment to Alpine Valley.

In consideration of establishing an account with Alpine Valley, the customer agrees to the following terms:

Pricing Terms: The prices in this agreement do not include applicable state taxes or deposits if they apply. If product cost increases to Alpine Valley more than 5%, Alpine Valley has the right to pass on cost increase to the Customer. All price increases will be communicated in writing by letter or via email with at least a 15-day notice prior to the scheduled increase. *Refer to Proposal for pricing.*

Service: The undersigned (hereinafter called "Customer") agrees to purchase all of the products and/or services listed above from Alpine Valley Water Co., Inc. (hereinafter called "Alpine Valley"). Only Alpine Valley Water and Coffee products can be used with Alpine Valley Water/Coffee equipment. Alpine Valley shall supply such orders and services, and all equipment required to filter and dispense coffee and water (the "Equipment"), at the prices and upon the conditions as outlined in the proposal. Alpine Valley agrees to provide, maintain, service, and repair all Equipment leased from Alpine Valley. In addition to scheduled services, any unscheduled services required as a result of the Customer's normal and customary use of the Equipment are covered under this Service Agreement. If Alpine Valley needs to take any Equipment off-site in order to provide such maintenance services, Alpine Valley shall provide the Customer with appropriate replacement Equipment at no additional cost.

Payment Terms: The Customer is to pay all balances within 30 days from the receipt of a products or services. Invoices will be left with each delivery. If no products were purchased and equipment rent is due, an invoice will be sent to the Customer at the end of each month.

1) Alpine Valley PURE Service accepts American Express, Discover, MasterCard, Visa, Checks, Cash and ACH/EFT. Alpine Valley requires that all residential customers keep an active credit card on file. For convenience purposes, Alpine Valley may charge your card after each delivery. Depending upon the Customer's preference, the Customer may also leave payment for the driver upon delivery, mail a check or money order, or submit payment online at www.alpinevallyps.com.

2) A finance charge of 18% per year (1.5% per month) may be applied on all past due balances over 30 days. Accounts with unpaid balances 31 days or older can be placed on hold and will not be eligible to receive additional products until the past due balance has been reconciled. In the case of lost, damaged or failure to return Equipment, and/or failure to pay rental or product charges, the Customer expressly authorizes Alpine Valley to charge the Customer's for equipment, rent, or product charges.

3) The Customer agrees to release all Alpine Valley supplied equipment upon demand. All costs incurred by Alpine Valley in recovering equipment and or past due balances on the account (including but not limited to collection and attorney fees) may be passed on to the customer. A \$250.00 to \$1000.00 (depended upon equipment) charge will be added to any account refusing to return Alpine Valley supplied equipment.

Agreement Period: This Service Agreement is effective as the date of installation and shall remain in effect for the initial term of **twenty-four months**. Thereafter, this agreement shall continue on a month-to-month basis until terminated by Alpine Valley or the Customer with at least 30 days written notice to the other party. In the event of cancellation of this Service Agreement by the Customer prior to the expiration of the initial term, (other than for failure of Company to perform under its Guarantee) the Customer will pay 100% of their "average" monthly spend for the remainder of the initial term. The "average" is based upon prior monthly usage of products and, or services.

Account Number: 024024

Company Name: Colerain Township

Company Delivery Address: 4200 Springdale Rd., 45251

Employee Name: Jeff Weckbach

Employee Title: Admin

Employee Signature: [Signature]

Date: 7/22/24

Alpine Valley Water Co., Inc.
10341 Julian Dr. Cincinnati, OH 45215

Employee Name: Michelle Bowling

Employee Title: Sales Manager

Employee Signature: Michelle Bowling

Effective Date: July 11, 2024

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Contract - University of Louisville - Southern Police Institute Training Course - No Cost
Recommend approval of all consent items.

Rationale:
The attached agreement with the University of Louisville will allow for the Southern Police Institute to provide training at Colerain Township for zero costs. In exchange for hosting the training, the Township will be provided with several free spaces at the training.



Southern Police Institute *Excellence in Policing*

Department of Criminal Justice
University of Louisville
Louisville, KY 40292

Main Office: 502-852-6561

Fax: 502-852-0335

www.louisville.edu/spi

<http://www.facebook.com/SPI.Louisville>

Internal Affairs -Policy, Practice & Legal Considerations Course Agreement between Southern Police Institute and the Colerain Township Police Department

The University of Louisville, through its **Southern Police Institute (SPI)**, in concert with the **Colerain Township Police Department (CTPD)**, 4200 Springdale Rd, Cincinnati, OH 45251, will co-host the **Internal Affairs-Policy, Practice & Legal Considerations Course**.

January 20-24, 2025, beginning at 8:00 AM and ending at 5:00 P.M. A minimum of 25 paid registered participants is required to guarantee this training course will proceed as scheduled. Regarding course attendance, the co-host may earn additional seats based on the paid registration benchmarks below:

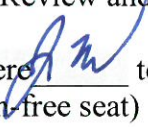
- One (1) tuition-free seat with 30 paid registrations
- Two (2) tuition-free seats with 35 paid registrations
- Three (3) tuition-free seats with 40 paid registrations

A co-hosting agency may earn up to two (2) additional tuition-free seats in this SPI training course by agreeing to provide a Course Coordinator **and/or** transportation assistance to course instructional staff as specified below.

Administrative Assistance

A co-hosting agency will receive one (1) tuition-free seat in this SPI training course by agreeing to provide a course coordinator to perform the responsibilities listed below:

- Set up the classroom with SPI materials.
- Introduce instructors to the class (bios will be provided by SPI)
- Process necessary documents (registration, evaluations, and Scantrons if applicable)
- Conduct examination for course (if applicable)
- Disseminate course and instructor evaluations and course materials (provided by SPI)
- Mail examinations and evaluations to SPI
- Review and adhere to Guidelines for Course Coordinator (provided by SPI)

(Initial here  to acknowledge the administrative assistance agreement in exchange for one (1) tuition-free seat)

Transportation Assistance

A co-hosting agency will receive one (1) tuition-free seat in this SPI training course by agreeing to provide transportation services to the instructor(s) as listed below:

- Provide ground transportation for course instructors to and from airport, hotel and training site.

(Initial here _____ to acknowledge the transportation assistance agreement in exchange for (1) tuition-free seat)

Both **SPI** and **CTPD** agree to the following responsibilities:

SPI will:

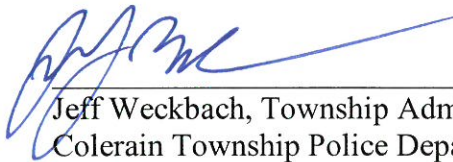
- a. Advertise the program as part of the current Course Schedule training schedule, on the SPI web, SPI face book page and other venues as appropriate.
- b. Provide an email flyer in PDF format on the SPI website and to the co-host.
- c. Handle the course registration process.
- d. Provide qualified instructional personnel.
- e. Provide training materials (via link sent out to their email address prior to beginning of course(s), pad folio, notebook, name tent, etc.), instructor and course evaluation forms and exams.
- f. Pay costs associated with air travel and the on-site stay of the instructors.
- g. Collect tuition and registration information on-line via the SPI website.
- h. Send a Certificate via email in PDF format to each participant two weeks from the conclusion of the course.

- i. In concert with the **CTPD** cancel the program if registration is less than the minimum number of participants. (A cancellation must be at least 30 days in advance of class.)

CTPD will:

- a. Correspond with area law enforcement executives to encourage participation in the program.
- b. Appoint a course liaison or coordinator as a point of contact (POC) to provide assistance to SPI, recruit personnel for and encourage participation in the program.
- c. Assist with local/regional marketing of the training course by contacting other law enforcement representatives to encourage participation prior to the beginning of the course; and
- d. Provide a suitable classroom for up to **50** participants seating in classroom style with tables equipped with a NUK computer, a USB port attached to the screen, so the instructors can plug-in a flash drive with their PowerPoint presentation, and a wireless remote presenter. A white board or equivalent to, flip charts, markers, LCD projector, projection screen (8'x10' min.), external DVD/CD Drive or equivalent to, and a wireless remote presenter, adequate power sources.
- e. To the extent permitted by law, indemnify, defend and hold harmless SPI and its agents, employees, and representatives, from any and all claims, damages, causes of action, costs, and fees relating to or arising out of the Course contemplated herein, except to the extent the same are caused by SPI's gross negligence, willful misconduct, or breach of this Agreement.
- f. Maintain, at its cost and expense, commercial general liability insurance with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and worker's compensation insurance meeting all statutory requirements.

We the undersigned agree to the tasks stated herein and recognize our joint and individual responsibilities.

 8/5/24
Jeff Weckbach, Township Administrator Date
Colerain Township Police Department

Thomas Gerard Bradley Date
Executive Vice President & University Provost

CONSENT ITEMS

Department: Administration
Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Contract - AEP - Gas Aggregation - \$0.5894 / ccf - One Year Term
Recommend approval of all consent items.

Rationale:
The board authorized the Township administrator to enter into an agreement for Gas Aggregation services at a rate less than Duke Energy's current rates. This rate (\$0.5894 / ccf) represents a decrease of nearly 30% from the current gas aggregation rate.



CONFIDENTIAL

GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Government Aggregation Master Retail Natural Gas Supply Agreement (“Agreement”) is entered into as of the following date: August 7, 2024 (“Effective Date”). The parties are the following:

AEP Energy, Inc. (“AEP Energy”)	Colerain Township, OH (“Government Aggregator”) Federal Tax ID: 31-6000567
<u>Address for Notices:</u> 1 Riverside Plaza 20th Floor Columbus, OH 43215 Attn: Legal Department Toll Free number: 1-877-726-0214 AEPenergy.com/help	<u>Address for Notices:</u> 4200 Springdale Road Cincinnati, OH 45251 Attn: Jeff Weckbach Phone: 513-385-7500 Email: jweckbach@colerain.org

GENERAL TERMS AND CONDITIONS FOR GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

All capitalized terms used but not otherwise defined in the sections in which they initially appear shall have the meanings as defined by the Public Utilities Commission of Ohio (“PUCO”) at the time of the Effective Date. AEP Energy is certified by the PUCO as a Competitive Retail Natural Gas Service (“CRNGS”) Provider to sell competitive retail natural gas service to customers in the State of Ohio. AEP Energy is an affiliate of AEP Ohio, but is not soliciting on behalf of and is not an agent of AEP Ohio. This Agreement as well as each Attachment A and all other attachments, tables, schedules, exhibits, other supplements and related credit support arrangements (each, an “Attachment”) shall form a single agreement between the parties (collectively referred to as this “Agreement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 - OBLIGATIONS OF THE PARTIES

1.1 Government Aggregator Obligations. The Government Aggregator is certified and shall maintain its certification by the PUCO as a government aggregator in connection with retail natural gas supply sales for the duration of this Agreement pursuant to Section 4929.26, et. seq. of the Ohio Revised Code and rule 4901: 1-27-01, et. seq., of the Ohio Administrative Code. The Government Aggregator shall establish and sustain an opt-out aggregation program within its municipal or political subdivision boundaries of the Government Aggregator for its residents and small commercial businesses (the “Opt-out Aggregation Program” or “Program”). The Government Aggregator shall designate AEP Energy as the CRNGS Provider of record for purpose of supplying competitive retail natural gas service to its residents and small commercial businesses (as defined in the relevant Attachment A). The Government

Aggregator shall adopt, or has adopted, an operation and governance plan (the “Plan”) in accordance with the Ohio Revised Code and the Plan has been filed with the PUCO. In coordination with the Government Aggregator, AEP Energy may send out enrollment forms to the prospective Customers (as hereinafter defined) or any notices on behalf of the Government Aggregator. During the Term (as hereinafter defined), the right to supply competitive retail natural gas service for the Program shall be exclusive to AEP Energy. Government Aggregator agrees and acknowledges that no services shall be provided by AEP Energy to Customers until Government Aggregator has met all certification requirements to provide such Program in its jurisdictional territory. Government Aggregator shall not enter into any type of competitive retail natural gas service supply arrangement with a CRNGS Provider other than AEP Energy on behalf of its residents and small commercial businesses for the provision of the services described hereunder during

the Term. During the Term, Government Aggregator shall not directly or indirectly encourage or in any way attempt to persuade either prospective Customers to opt out of the Program or Customers to discontinue their service with AEP Energy, other than notifying prospective Customers of their right to “opt-out” and by responding to related inquiries with factual information about the services.

1.2 Opt-out and Required Customer Notifications. The Government Aggregator shall provide, or shall cause to be provided, to AEP Energy a list of all the eligible residents and small commercial businesses for participation in the Opt-out Aggregation Program. AEP Energy reserves the right to remove from such list any ineligible participants, including those not current in their NGDC (as hereinafter defined) charges. Either AEP Energy or the Government Aggregator, in compliance with Ohio law, shall then notify such remaining prospective Customers of the Program and shall inform them of their right to opt-out, as well as their right to rescind the switch request from AEP Energy within the designated time period. Residents and small commercial businesses that do not opt out and participate in the Program (“Customers”) shall be informed of the terms and conditions for service including pricing and term duration.

Following the initial opt-out process conducted by AEP Energy, AEP Energy may, in its sole discretion, conduct subsequent opt-outs at various times throughout the remaining Term (“Refresh Opt Outs”), and, if conducted, such Refresh Opt Out(s) shall provide to newly eligible customers the opportunity to participate in the Program. All Refresh Opt Outs shall be conducted in the same manner as the initial opt out.

Any eligible residential or non-mercantile commercial customer that is located within the service territory of the incumbent local natural gas public utility or any successor distribution company or entity responsible for distribution and delivery of natural gas to customers (“NGDC”) and the Government Aggregator’s jurisdictional territory at the time of any Refresh Opt Out (including any eligible customer who opens a new account or who was formerly a member of the Program that moves to a new location, each within the NGDC’s service territory and Government Aggregator’s jurisdictional territory, a “Newly Eligible Customer”) will be included in such Refresh Opt Out; provided, however, that no Refresh Opt Out notifications shall be sent to current Customers already participating in the Program or eligible residential or non-mercantile commercial customers that have previously (at such customer’s same service address or account) opted out of, or rescinded under, the Program. As related to any Newly Eligible Customer, the price and term end date shall be subject to any amendments or revisions otherwise permitted under this Agreement and shall continue for the remainder of the Term.

Should this Agreement be renewed for subsequent periods, to the extent required by applicable law, government rule, or regulation, any person enrolled in the Program shall have the opportunity to opt out of the Program, without paying a switching fee. The notice/disclosure required above shall also include a stated procedure for such opportunity to opt out of the Program.

1.3 Customer Historical Consumption and Consumption Forecast Information. The parties shall obtain the consent of all prospective Customers to obtain and verify the usage data and historical consumption and consumption forecast information, related to the Customer’s usage, from the NGDC or other supplier. Government Aggregator shall promptly provide to AEP Energy any notices from the NGDC in connection with prospective Customer accounts, including any verbal or written notices regarding transition costs, changes in terms of service, tariff changes, any rate changes, or reliability concerns on the NGDC system.

1.4 AEP Energy Obligations. Pursuant to the terms herein and for the duration of this Agreement, AEP Energy agrees to supply to each Customer the commodity portion of its natural gas supply service (the “Retail Natural Gas Supply”). The Retail Natural Gas Supply is delivered to the NGDC’s distribution system’s interconnection point (each, a “Delivery Point”), and the relevant NGDC is responsible for delivery of the Retail Natural Gas Supply to each Customer’s meter at and from that point, as well as for responding to emergencies. The Government Aggregator agrees and acknowledges that the NGDC will provide distribution services to such delivery point. To the extent that any services or requirements are provided by the NGDC, AEP Energy shall not be responsible for the provision of such services. AEP Energy shall not be responsible for services provided by the NGDC, or the consequences of such performance or failure to perform. AEP Energy is under no obligation to provide Retail Natural Gas Supply and related services hereunder until Government Aggregator has been certified by the PUCO. AEP Energy is and shall maintain its status as a certified CRNGS by the PUCO and shall comply with the rules of the PUCO. Customers enrolled in the Program shall receive services at the rate(s) set forth in the relevant Attachment A.

1.5 Customer Service Requests. Customers may contact AEP Energy directly regarding the terms of this Agreement and the services provided hereunder at the address listed above, which address and phone number shall be provided to Customers regarding the Program. Requests and inquiries regarding distribution services, including emergencies, service maintenance, metering, service billing or other similar NGDC related concerns should be addressed directly with the NGDC.

1.6 Customer Affirmative Consent Enrollment. The parties agree that AEP Energy may, in its sole discretion, enroll in the Program such prospective Customers (as AEP Energy may determine) that are within the Government Aggregator’s jurisdictional territory by affirmative consent in accordance with rule 4901:1-29-06 of the Ohio Administrative Code, as amended or revised, which prospective Customers will be offered such rates, charges, and other service terms and conditions for the remainder of the relevant Term (including conditions for enrollment and eligibility for supply) as are agreed to by the applicable prospective Customers and AEP Energy.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term of Agreement and Termination. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall remain in effect until the later of: (i) the end of the next calendar month immediately following the end date of supply for the Customer with the latest Billing Cycle (as hereinafter defined) under the relevant Attachment A; or (ii) as set forth elsewhere in this Agreement, unless otherwise terminated or extended as set forth herein; provided, however, that no Customer shall be served by AEP Energy for more than the number of months set forth in the relevant Attachment A without the Customer having an opportunity to opt out of the aggregation without paying a switching fee. “Billing Cycle” means, with respect to each Customer account, the monthly period between meter read dates during the term of the relevant Customer agreement. AEP Energy shall use commercially reasonable efforts to commence service with respect to each Customer no later than on the first available meter read date, as determined by the NGDC, expected to be on or after the date set forth in the relevant Attachment A, and after AEP Energy receives confirmation that the NGDC has completed its processing and has accepted the delivery service request. The Government Aggregator and AEP Energy may extend the Term for additional periods of time by written agreement approved and

executed by each party. AEP Energy shall continue to serve Customers enrolled in the Program until the Customer exercises its rights to opt-out or terminate, or the Program is terminated by the parties hereto in which case Customers may choose another CRNGS or will be switched to NGDC service in accordance with the standard switching rules and applicable notices. A Customer may be removed on an individual basis based on a failure to adhere to the terms and conditions of service. Termination of this Agreement shall not relieve Customers or either party of the obligation(s) to pay amounts owed for actual performance of obligations rendered prior to the termination of this Agreement.

2.2 Change in Law or Regulation. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, or other regulated service provider (a "Change in Law"), where such Change in Law results in AEP Energy incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively, "Additional Costs"), then AEP Energy may pass through to Customers any such Additional Costs. Furthermore, Additional Costs may be assessed to Customers as prescribed by the PUCO.

2.3 Termination Events. In the event any of the following conditions occur during the Term, AEP Energy shall have the right to terminate this Agreement without liability and close out its obligations hereunder:

- (i) The NGDC will not provide consolidated billing consistent with previous practice;
- (ii) The Government Aggregator does not receive the required certification, authorization and/or approval to move forward with the Program; or
- (iii) Due to the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for AEP Energy to perform any obligation under this Agreement.

2.4 Termination Notices. In the event of termination hereunder, the terminating party shall exercise its best efforts to communicate to the non-terminating party the upcoming possibility of termination. In the event that this Agreement is terminated prior to the end of the Term, each Customer will be provided written notification from the terminating party of the termination of this Agreement at least thirty (30) calendar days prior to termination, and in compliance with other regulatory or legal requirements and Customers will also be notified of their right to return to the NGDC or to select an alternate CRNGS Provider. All other notification(s) shall be in accordance with PUCO requirements.

ARTICLE 3 - DELIVERY TERM

3.1 Delivery Term. During the Term and on and after the actual switch date(s), AEP Energy shall provide competitive retail natural gas service and related services to the Customers, and shall arrange for distribution service to the Customers by the NGDC.

3.2 Customer Pricing. During the Term, AEP Energy shall provide competitive retail natural gas service and related services to all Customers at the price set forth on the relevant Attachment A (the "Price").

ARTICLE 4 - BILLING AND PAYMENTS

4.1 Pass-through Costs.

Each Customer shall be responsible for payments to the NGDC and shall be solely responsible for late charges, interests, or penalties imposed by the NGDC as a result of such Customer's failure to timely pay the NGDC charges. If such late charges, interests, or penalties are directed to AEP Energy as the CRNGS, then such Customer shall reimburse AEP Energy for any amounts paid. Any charges, fees, penalties, damages, credits, rebates or refunds arising from service to such Customer by the NGDC and/or other provider(s) prior to switch date shall be the responsibility of such Customer or accrue to the benefit of such Customer as appropriate. Each Customer shall use commercially reasonable efforts to respond to these obligations directly with the NGDC and/or other provider(s). If such late charges, interest, or penalties are directed to AEP Energy as the CRNGS, then such Customer shall reimburse AEP Energy for any amounts paid. Each Customer shall hold AEP Energy harmless for such Customer's failure to pay these obligations in a timely fashion.

4.2 Billing. Consolidated billing shall be provided to Customers directly by the NGDC based upon the NGDC's meter read and Billing Cycle(s) for Customers. Such bills will contain both NGDC and AEP Energy charges. If a Customer fails to pay amounts due within the specified time period for said payments in accord with the NGDC's tariff and PUCO regulations, AEP Energy retains the right to assess late payment fees on amount(s) owed to AEP Energy, or deem such non-payment a Customer default. AEP Energy reserves the right to convert Customer from consolidated billing to dual billing, or from dual billing to consolidated billing if such a conversion will facilitate more timely billing, collections, and/or payment.

ARTICLE 5 - DEFAULT AND REMEDIES

5.1 Events of Default. The occurrence of any of the following shall be an "Event of Default" hereunder: (a) the failure to make, when due, any undisputed payment required pursuant to this Agreement if such failure is not remedied within five (5) business days after written notice; (b) any representation or warranty made by Government Aggregator or AEP Energy herein is false or misleading in any material respect when made or when deemed made or repeated; (c) failure of Government Aggregator or AEP Energy to perform a material obligation set forth in this Agreement for which an exclusive remedy is not otherwise provided herein, if such failure is not remedied within thirty (30) calendar days after receipt of written notice (including failure of a party to maintain PUCO certification); (d) Government Aggregator or AEP Energy (i) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors, or (v) is generally unable to pay its debts as they fall due; or (e) fraud by AEP Energy or Government Aggregator.

5.2 Rights and Remedies. If an Event of Default shall have occurred and be continuing, the non-defaulting party shall, at its sole discretion, have the right to do any one or more of the following: (i) to immediately exercise any rights and remedies under this Agreement or law including equitable rights to specific performance in the case of AEP Energy to

continue to serve Customers under the Program; (ii) to immediately withhold any payment or performance due to the other party under this Agreement; (iii) to terminate this Agreement by declaring a date for its early termination (an "Early Termination Date") which shall be no later than thirty (30) calendar days after notice is given; or (iv) exercise such other remedies it may have in contract, in equity, or at law.

The parties recognize that damages or other amounts to be received by AEP Energy hereunder may be difficult to measure or inadequate because this Agreement is unique and the actual damages of AEP Energy may exceed any amounts to be received by AEP Energy hereunder. Therefore, the Government Aggregator waives all of its rights to assert as a defense to an action for specific performance and injunctive relief that the amounts payable to AEP Energy hereunder are adequate to cover the actual damages of AEP Energy.

ARTICLE 6 - FORCE MAJEURE

6.1 Force Majeure. If either party is unable to perform its obligations in whole or in part due to an event of Force Majeure as defined herein, then the obligations of the affected party shall be suspended to the extent made necessary by such event. The term "Force Majeure" means any cause not within the control of the party claiming relief, including flood, earthquake, storm, drought, fire, pestilence, lightning, hurricanes, washouts, landslides and other natural catastrophes acts of God; acts of the public enemies, epidemics, riots, civil disturbance or disobedience, sabotage, terrorist acts, wars or blockades; governmental actions such as necessity to comply with any court order, law, statute, ordinance or regulation promulgated by a governmental authority; the failure of the NGDC to receive, transport, or deliver, or otherwise perform, unless due to the failure of the party claiming Force Majeure to perform such party's obligations hereunder; or any other unplanned or non-scheduled occurrence, condition, situation or threat not covered above which by the exercise of reasonable diligence such party could not have prevented or is unable to overcome. Any such event of Force Majeure shall, so far as possible, be remedied with all reasonable dispatch. None of the following shall be deemed a Force Majeure event: (a) financial distress of either party; (b) the inability of either party to make a profit or avoid a financial loss; (c) changes in the market prices of fuel or natural gas, or (d) a party's financial inability to perform its obligations under this Agreement. If either party is unable to perform any of its obligations under this Agreement due to a Force Majeure event, then said party shall notify the other party in writing as soon as possible after the start of the Force Majeure event. The written notice shall include a specific description of the cause and expected duration of the Force Majeure Event.

6.2 Curtailments and Outages. AEP Energy shall not be responsible to a Customer in the event the NGDC disconnects, suspends, curtails or reduces service to such Customer in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the NGDC's facilities, or to maintain the safety and reliability of the NGDC's system, or due to emergencies, forced outages, or Force Majeure or for any other reason permitted by the NGDC's tariff or any other acts or omissions of the NGDC.

ARTICLE 7 - LIMITATION OF LIABILITY

7.1 DISCLAIMER AND WARRANTIES. EXCEPT AS PROVIDED FOR HEREIN, AEP ENERGY EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, FOR OR WITH RESPECT TO ITS SUPPLY OF

COMPETITIVE RETAIL NATURAL GAS SERVICE OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AEP ENERGY DOES NOT WARRANT OR GUARANTEE THE UNINTERRUPTED DELIVERY OF COMPETITIVE RETAIL NATURAL GAS SERVICE TO CUSTOMERS DURING FORCE MAJEURE EVENTS. AEP ENERGY WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE OPERATIONS OF THE NGDC, INCLUDING THE INTERRUPTION, TERMINATION, FAILURE TO DELIVER, OR DETERIORATION OF NGDC'S DISTRIBUTION SERVICE.

7.2 LIMITATION OF LIABILITY. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED BETWEEN THE PARTIES TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT. ANY DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 8 - REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties by AEP Energy. AEP Energy hereby represents and warrants to Government Aggregator as of the Effective Date as follows:

(i) AEP Energy is a corporation, duly formed, validly existing and in good standing under the laws of the State of Illinois;

(ii) AEP Energy has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

(iii) The execution and delivery of, and performance under, this Agreement are within AEP Energy's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it;

(iv) This Agreement has been duly executed and delivered by AEP Energy, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of AEP Energy enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditor's rights generally and general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law; and

(v) No bankruptcy is pending against it or to its knowledge threatened against it.

8.2 Representations and Warranties by Government Aggregator. Government Aggregator hereby represents and warrants to AEP Energy as of the Effective Date as follows:

(i) The Government Aggregator is duly authorized as the agent for the Customers, as a duly authorized government aggregator;

(ii) The Government Aggregator has all authorizations from any government authority necessary for it to legally perform its obligations under this Agreement;

(iii) The execution and delivery of, and performance under, this Agreement are within the Government Aggregator's powers, have been duly authorized by all necessary action and do not violate, conflict with or breach any of the terms or conditions in its governing documents or any contract to which it is a party or any government rule applicable to it. Neither the execution nor delivery by Government Aggregator of this Agreement nor the consummation by the Government Aggregator of the transactions contemplated hereby or thereby does or will result in a breach or violation of this Agreement establishing the Government Aggregator's authority, or its bylaws, or any material provision of the governance document related thereto. Notwithstanding the foregoing in this paragraph, it is understood with respect to the terms or conditions of any governance document (including the Plan), any contract, or any other document the terms of Section 10.2 shall apply and prevail;

(iv) Government Aggregator has the authority to designate, and has designated AEP Energy as its CRNGS provider for the Customers for the Term. If Government Aggregator is a governmental authority, no action taken by it will be an action by a governmental authority unless it is taken by Government Aggregator in the general exercise of its governmental police powers without a disproportionate impact on AEP Energy or this Agreement, and not in its capacity as a party to this Agreement, and no action taken by Government Aggregator's consultant(s), if any, will be an action by a governmental authority;

(v) This Agreement has been duly executed and delivered by the Government Aggregator, and this Agreement (assuming due authorization, execution and delivery of all parties) constitutes legal, valid and binding obligations of the Government Aggregator, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization and other laws affecting creditors' rights and remedies generally, to general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(vi) The Government Aggregator is entering into this Agreement with a full understanding of all of the risks hereof (economic and otherwise), it is capable of assuming and willing to assume those risks and AEP Energy is not acting as a fiduciary or in an advisory capacity to it;

(vii) None of the documents or other written information furnished by or on behalf of the Government Aggregator or Customers to AEP Energy pursuant to this Agreement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein,

in the light of the circumstances in which they were made, not misleading; and

(viii) The Government Aggregator has the contractual right to enter into this Agreement and to contract with AEP Energy to supply competitive retail natural gas service and related services to meet the obligations of Customers and there is no other aggregation program available to these Customers within the jurisdictional territory of the Government Aggregator.

ARTICLE 9 - CONFIDENTIAL INFORMATION

9.1 Confidentiality. Each of AEP Energy and Government Aggregator agrees, for itself and its authorized representatives, to keep all proprietary, confidential, and/or trade secret information of the disclosing party (the "Discloser") provided under or in connection with this Agreement, including the terms and provisions of this Agreement ("Confidential Information"), confidential and to use such Confidential Information solely for purposes in connection with this Agreement, except to the extent that the receiving party (the "Recipient") determines that release of such Confidential Information is required by applicable law or regulation, including the Ohio Public Records Act, O.R.C. Section 149.43 et seq. (the "Public Records Act"), subject to the terms and conditions set forth in this paragraph. For purposes of this Article 9, Confidential Information includes this Agreement (or any portion of the contents hereof) and any oral, written, electronic, graphic, or machine-readable information provided before, on, or after the date hereof relating to a party's business information or corporate structure and/or that of any of its affiliates, marketing and product development plans, information related to the calculation or pricing methodology of the Price, cost information, algorithms, or rates under this Agreement, technical data, product specifications, illustrations or other visuals, financial data and plans, correspondence, and any other information regarding the Program provided by or on behalf of the Discloser to the Recipient or developed or learned by the Recipient during the negotiations of or performance under this Agreement or the course of the Program, third-party confidential information, market share data, licenses, contract information, processes and procedures, trade secrets, proprietary "know-how", research, product or service ideas or plans, inventions, and like information concerning, or provided by or on behalf of, the Discloser, its affiliates, or their third-party consultants, contractors, or suppliers and/or that a party considers to be competitively sensitive. Government Aggregator represents that it is subject to the Public Records Act. If the Recipient, or any of its representatives to which Confidential Information has been disclosed, is requested (pursuant to the Public Records Act or otherwise) or becomes legally compelled (pursuant to applicable federal, state, or local law or regulation or a valid order issued by a court or governmental agency of competent jurisdiction) to disclose any of the Confidential Information, then the Recipient shall, to the extent legally permissible, promptly notify the Discloser in writing if it intends to release any Confidential Information to afford the Discloser an opportunity to either seek a protective order or other appropriate remedy prior to disclosure or waive compliance with the provisions of this Article 9; provided, however, that each party shall have the right to make such disclosures, if any, to government agencies and to its own agents, vendors, advisors, contractors, attorneys, auditors, accountants, and affiliates as may be reasonably necessary, so long as each party makes reasonable efforts to maintain the confidentiality of such information being so disclosed, whether by use of protective orders or otherwise, as is afforded by the process in which the disclosures are made. If the relevant protective order or other remedy is not obtained or the Discloser expressly waives in writing compliance with the provisions hereof, the Recipient, and/or each of its representatives, will disclose no more than that portion of the

Confidential Information which, on the advice of the Recipient's legal counsel, is legally required to be disclosed and will reasonably cooperate with the Discloser's efforts, at the Discloser's expense, to obtain reliable assurance that confidential treatment will be accorded the Confidential Information required to be disclosed.

ARTICLE 10 - MISCELLANEOUS

10.1 Notices. Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier, or email to the persons and addresses listed in the introduction to this Agreement, provided however that notice by email shall only be effective if followed by written notice as aforesaid. Notice by hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or other overnight courier shall be effective on the day it is received. Notice by United States mail other than overnight United States mail shall be deemed effective when so received. A party may change its addresses by providing notice of said change in accordance herewith.

10.2 Entire Agreement. No other document (including the Plan), governmental ordinance, or law applicable with respect to the jurisdictional territory or Government Aggregator shall create any obligation, duty, or qualification with respect to the Program or the relationship of the parties under this Agreement. The parties acknowledge and agree that (a) each of Government Aggregator (with respect to itself or any Customer) and AEP Energy solely and exclusively shall rely upon and be bound by the specific representations, warranties, rights, and obligations set forth in this Agreement, (b) no other representations, warranties, restrictions, covenants, undertakings, or other statements whatsoever, whether written or oral (including in the Plan or in any governmental ordinance or law applicable with respect to the jurisdictional territory or Government Aggregator), to the contrary of this Agreement or otherwise, shall be deemed to constitute a part of this Agreement, unless expressly set forth herein, and (c) this Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the parties, and supersedes all prior oral or written agreements with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by all parties hereto. This Agreement constitutes a master agreement under which one or more Attachment(s) may be executed for the purpose of designating Retail Natural Gas Supply, respectively, as listed on the relevant Attachment. Any Attachments executed pursuant to this Agreement by the parties after the date hereof shall become a part of this Agreement, or replace in its entirety any previously-executed similar version. Notwithstanding anything to the contrary herein, this Agreement is effective only upon Government Aggregator's execution and AEP Energy's subsequent execution of this Agreement.

10.3 Waivers. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver. Any request for a waiver of the requirements and provisions of this Agreement shall be in writing and must be approved in writing by the non-waiving party. The failure of either party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions

or rights. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio without regard to any principles of conflicts of laws that would apply the law of another jurisdiction.

10.5 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Attachments hereto, the provisions of this Agreement shall control. The words "include" and "including" shall be deemed to be followed by the phrase "without limitation."

10.6 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction.

10.7 Assignment. This Agreement shall not be transferred or assigned by either party without the express written authorization of the other party, which authorization shall not be unreasonably withheld. Notwithstanding the foregoing, AEP Energy may, without the consent of Government Aggregator or Customers, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of AEP Energy; or (c) transfer or assign this Agreement to any person or entity succeeding to all or a substantial portion of the assets of AEP Energy. Upon an assignment pursuant to (b) or (c), Government Aggregator and Customers agree that AEP Energy shall have no further obligations regarding future performance hereunder. Either party's assignee shall agree in writing to be bound by the terms and conditions of this Agreement, including the Attachments. Subject to the foregoing, this Agreement and its Attachments shall be binding upon and inure to the benefit of any permitted successors and assigns, to the extent permitted by law.

10.8 Forward Contract. The parties acknowledge and agree that (a) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code, and (b) AEP Energy is a forward contract merchant. Further, AEP Energy is not providing advice regarding "commodity interests," including commodity futures contracts and commodity options contracts or any other matter, which would cause it to be a "commodity trading advisor" under the U.S. Commodity Exchange Act, as amended.

10.9 Press Releases. Government Aggregator agrees and acknowledges that AEP Energy shall have the right to review and approve any press releases in connection with this Agreement prior to publication or release.

10.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument. Any counterpart may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original.

10.11 No Third-Party Beneficiaries. This Agreement confers no rights or remedies whatsoever upon any person or entity other than the parties and shall not create, or be interpreted as creating, any standard of care, duty or liability to any person or entity not a party hereto. Neither party

shall be liable to a third party not a party to this Agreement for any unauthorized act or omission on the part of the other party or for any unauthorized obligation or debt incurred by the other party.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant party named below, effective as of the Effective Date set forth above.

AEP ENERGY, INC.

By: _____
Name: _____
Title: _____

COLERAIN TOWNSHIP, OHIO

By:  _____
Name: Jeff Weckbach
Title: Township Administrator

ATTACHMENT A:

GOVERNMENT AGGREGATION MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT CUSTOMER PRICING AND ADDITIONAL TERMS

Attachment A to Government Aggregation Master Retail Natural Gas Supply Agreement

Between

Colerain Township, OH and AEP Energy, Inc.

Term:

Twelve (12) months, expected to begin on or around the relevant October 2024 meter read date(s) (or, for Refresh Opt Out(s) or Customer(s) that enroll in the Program by affirmative consent, for a period up to the remainder of such twelve (12) month-term), subject to the timing of (i) the available meter read date(s), as determined by the NGDC, following the applicable opt-out period or enrollment date, and (ii) AEP Energy's receipt of confirmation that the NGDC has completed its processing and has accepted the relevant delivery service request(s)

Pricing:

Residential (RS): Commodity portion of natural gas service equal to \$0.5894 per Ccf

The Customer shall pay AEP Energy a charge for the commodity portion of its natural gas service that is equal to \$0.5894 per Ccf multiplied by the metered natural gas usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable NGDC charges and fees.

Commercial (consumption less than 5,000 Ccf or 500 Mcf annually): Commodity portion of natural gas service equal to \$0.5894 per Ccf

The Customer shall pay AEP Energy a charge for the commodity portion of its natural gas service that is equal to \$0.5894 per Ccf multiplied by the metered natural gas usage for the monthly Billing Cycle. Price is exclusive of distribution service charges and other non-bypassable NGDC charges and fees.

Administrative Services to be provided to Government Aggregator by AEP Energy during the Term:

- Design, print and mail the Opt-out letter to eligible participants, including a sheet of Frequently Asked Questions to provide assistance.
- Administer the opt-out process including database preparation, handling of opt-out form information, and final enrollment list compilation.
- Provide call center support to handle informational calls regarding the Program.
- Provide to Government Aggregator's consultant, Energy Alliances, Inc. ("Energy Alliances"), the reasonably-requested information for the annual report of intrastate gross revenues under Ohio Revised Code 4905.10 and 4911.18 and annual report under Ohio Revised Code 4929.20 on behalf of Government Aggregator.
- Government Aggregator directs AEP Energy to pay a fee (in an amount as mutually agreed in writing between AEP Energy and Energy Alliances) per Ccf delivered and paid for under the Program to Energy Alliances for services provided.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

New Hire - Recruit - Department of Fire and EMS - \$16.50 per hour

Recommend approval of all consent items.

Rationale:

The position of Recruit was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individuals:

1. Carson Auciello
2. Noah Back
3. Naymon Blakey II
4. Andrew Byar
5. Max Collett
6. Carson Collins
7. Greg Dietrich
8. Luke Griffin
9. Jacob Gutzwiller
10. Tyler Hughes
11. Christopher Johnson
12. Dylan Kissel
13. Graham Knapp
14. Jacob Priestle
15. Ryan Roell
16. Adam Sackenheim
17. Zachary Schlacter
18. Christian Simms
19. Isaac Swisshelm
20. Zachary Wall

The wage for this job is \$16.50 per hour for 29 hours per week. Contingent upon Board approval, they would be eligible to begin work on August 19, 2024.