

TRUSTEES

Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER

Jeffrey D. Baker

ADMINISTRATOR

Jeff Weckbach

Regular Meeting of the Board of Trustees - September 23, 2025

1. **Opening of Meeting**
2. **Pledge of Allegiance 6PM**
3. **Meditation (Moment of Silence)**
4. **Approval of Minutes**
5. **Public Hearings**
 - a. Public Hearing - Taylor Glen Lighting District
6. **Citizens Address**
7. **Administrative Reports**
8. **Trustees' Report**
9. **New Business**

Public Safety

- a. Resolution Declaring Nuisance and Ordering Abatement
- b. Resolution Declaring a Junk Motor Vehicle - 2505 Byrneside Dr. - 1 of 5
- c. Resolution Declaring a Junk Motor Vehicle - 2539 Adams Rd. - 2 of 5
- d. Resolution Declaring a Junk Motor Vehicle - 3698 Twinview Dr. - 3 of 5
- e. Resolution Declaring a Junk Motor Vehicle - 8381 Fawn Lake Ct. - 4 of 5
- f. Resolution Declaring a Junk Motor Vehicle - 9844 Pippin Rd. - 5 of 5

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. Resolution Establishing a TIF District and Executing Compensation Agreement with Northwest Local Schools - Bennett Ford
- b. Resolution Establishing a TIF District and Executing Compensation Agreement with Northwest Local Schools - Struble Road
- c. Motion Authorizing Township Administrator to Execute an Agreement with Seven Legendz Fountain Square LLC for an Adult Use Cannabis Dispensary at 6960 Colerain Avenue
- d. Motion to set a Public Hearing for October 14, 2025 at 6:00pm for a Major Modification to the Final Development Plan at 6401 Colerain Avenue, CZC-89-4,

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Mt. Airy Kroger.

- e. Motion to set a Public Hearing for October 14, 2025 at 6:00pm for a Major Modification to Final Development Plan at 10345 Colerain Avenue, CZC-05-6, Klei Mowers
- f. Motion to set a Public Hearing for October 14, 2025 at 6:00pm for Zoning Commission Case CZC-25-9, Zone Text Amendment to update administrative signage compliance regulations
- g. Motion to set a Public Hearing for October 14, 2025 at 6:00pm for Zoning Commission Case CZC-25-10, Zone Text Amendment to update Administrative Waiver regulations
- h. Motion to set a Public Hearing for October 14, 2025 at 6:00pm for Zoning Commission Case CZC-25-11, Zone Text Amendment to modify setback requirements for swimming pools

Administration

- a. Resolution Authorizing the Adoption of Amended Appropriations
- b. Resolution to Establish Taylor Glen Phase 2 Lighting District
- c. Motion Establishing Trick or Treat Hours from 6-8pm on October 31, 2025

10. Old Business

11. Consent Items

- a. Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - \$1,548.18
- b. Donation Acceptance - Police Department - Cincinnati Moose Lodge #2 - \$1,548.18

12. Fiscal Office Report

13. Executive Session – if needed

14. Adjournment

PUBLIC HEARINGS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Public Hearing - Taylor Glen Lighting District

Recommend Opening the Public Hearing.

Rationale:

This public hearing is required to take place within thirty days of receipt of petitions by the Board of Trustees. Petitions were received at the August 26, 2025 Board Meeting. This public hearing is required before action can be taken.

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

CERTIFICATION BY PETITION PRESENTER

I hereby represent to the Board of Township Trustees of Colerain Township, Hamilton County, Ohio, that:

The petitioners signing the attached petition own in the aggregate more than one-half of the front footage of the lots and lands abutting on the streets and public ways in an unincorporated district in this Township hereinafter described.

No lands are included which are more than 660 feet from, nor any lands not abutting on, the streets and public ways in such district.

All plats; boundary descriptions; lighting placement plats; descriptions of fixtures, bulbs, and poles; and cost estimates attached to such petition are to be considered as integral parts of the petition and were attached to each copy of the petition that was circulated before any signature thereon was obtained.

Print Name: Graham S. Parlin

Signature: 

Date: 8/7/25

PETITION FOR LIGHTING IN UNINCORPORATED DISTRICT
(Ohio Revised Code 515.02, 515.03)

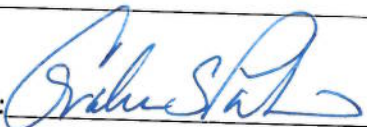
Subdivision or other proposed lighting district identifying name Taylor Glen Phase 2

By my signature below, I represent to the Trustees of Colerain Township that: 1) I am in favor of this proposed lighting district and request that the Trustees establish it, 2) I have seen a plat (a map) showing the proposed lighting district metes and boundaries [a copy of which was attached to the petition at the time I signed it] and a tentative placement of lights, 3) I am an owner of real estate included in the proposed lighting district [both husband and wife or any joint owners must sign to represent each parcel], 4) I have seen a picture of the type of light fixture and pole being requested and understand that this fixture uses electricity to power a LED bulb, 5) I have seen an itemization of total costs estimated by Colerain Township and understand that these total costs of installing and maintaining the proposed lighting are normally divided equally among all benefited parcel owners and assessed in semiannual installments on my county real estate tax bill, 6) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights, 7) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district and cannot be subsequently retracted.

Calculated, estimated expense per property owner for the aforementioned requested lighting district is as follows:

Approximate cost per home is **\$6.62** a month/ **\$79.44** a year to be assessed to your property taxes. These fees are to be assessed annually to your property taxes.

The names of the petitioners and brief descriptions of the lots and lands owned by them are as follows:

Name(s)	Address	Parcel Number	Frontage
Owner Signature: 			
		Date: <u>8/7/25</u>	

PARCELS:

510-0113-0435

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:

2538 Berthbrook Dr.	510-0044-0094-00
2550 Berthbrook Dr.	510-0044-0093-00
3396 Bluerock Rd.	510-0081-0202-00
2838 Brampton Dr.	510-0041-0437-00
3760 Brockton Dr.	510-0101-0332-00
9797 Colerain Ave.	510-0103-0261-00
3252 Deshler Dr.	510-0102-0170-00
3187 Elkhorn Dr.	510-0052-0477-00
3193 Elkhorn Dr.	510-0052-0478-00
10123 Manistee Way.	510-0041-0479-00
10013 Marino Dr.	510-0041-0053-00
10092 Menominee Dr.	510-0041-0450-00
6576 Newbridge Dr.	510-0081-0155-00
8268 Sandy Ln.	510-0090-0098-00
10165 Season Dr.	510-0113-0075-00
2848 Sheldon Ave.	510-0071-0119-00
10242 Springknob Ct.	510-0042-0204-00
3269 Warfield Ave.	510-0090-0105-00
3084 West Galbraith Rd.	510-0060-0040-00

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 Mr. 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>
2538 Berthbrook Dr.	510-0044-0094-00
2550 Berthbrook Dr.	510-0044-0093-00
3396 Bluerock Rd.	510-0081-0202-00
2838 Brampton Dr.	510-0041-0437-00
3760 Brockton Dr.	510-0101-0332-00
9797 Colerain Ave.	510-0103-0261-00
3252 Deshler Dr.	510-0102-0170-00
3187 Elkhorn Dr.	510-0052-0477-00
3193 Elkhorn Dr.	510-0052-0478-00
10123 Manistee Way.	510-0041-0479-00
10013 Marino Dr.	510-0041-0053-00
10092 Menominee Dr.	510-0041-0450-00
6576 Newbridge Dr.	510-0081-0155-00
8268 Sandy Ln.	510-0090-0098-00
10165 Season Dr.	510-0113-0075-00
2848 Sheldon Ave.	510-0071-0119-00
10242 Springknob Ct.	510-0042-0204-00
3269 Warfield Ave.	510-0090-0105-00
3084 West Galbraith Rd.	510-0060-0040-00

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:

Brodi Conover
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 _____, 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 - 2505 Byrneside Dr. - 1 of 5

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:

2505 Byrneside Dr. Cincinnati, OH 45239

1. (NO TAG) 2012, White, Hyundai, Tucson

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 2505 Byrneside Dr. Cincinnati, OH 45239– Parcel ID 510-0073-0157-00
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 **2505 Byrneside Dr. Cincinnati, OH 45239– Parcel ID 510-0073-0157-00**

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 **2505 Byrneside Dr. Cincinnati, OH 45239– Parcel ID 510-0073-0157-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG) 2012, White, Hyundai, Tuscon

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:

Brodi Conover
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 _____, 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 - 2539 Adams Rd. - 2 of 5

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:

2539 Adams Rd. Cincinnati, OH 45239

1. (OHIO) KGX3356, 2004, Grey, Ford, Taurus
2. (OHIO) KGX3509, 2008, Grey, Chevrolet, Malibu

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 2539 Adams Rd. Cincinnati, OH 45239– Parcel ID 510-0051-0452-00
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 **2539 Adams Rd. Cincinnati, OH 45239– Parcel ID 510-0051-0452-00**

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 **2539 Adams Rd. Cincinnati, OH 45239– Parcel ID 510-0051-0452-00** to be inoperable, extensively damages, and at least three model years old:
 - A. **(OHIO) KGX3356, 2004, Grey, Ford, Taurus**
 - B. **(OHIO) KGX3509, 2008, Grey, Chevrolet, Malibu**
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:

Brodi Conover
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 _____, 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 - 3698 Twinview Dr. - 3 of 5

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:

3698 Twinview Dr. Cincinnati, OH 45247

1. (OHIO) KKQ1596, 2011, Black, Chevrolet, Cruze

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 3698 Twinview Dr. Cincinnati, OH 45247– Parcel ID 510-0091-0328-00
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 **3698 Twinview Dr. Cincinnati, OH 45247– Parcel ID 510-0091-0328-00**

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 **3698 Twinview Dr. Cincinnati, OH 45247– Parcel ID 510-0091-0328-00** to be inoperable, extensively damages, and at least three model years old:

A. **(OHIO) KKQ1596, 2011, Black, Chevrolet, Cruze**

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:

Brodi Conover
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 _____, 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 - 8381 Fawn Lake Ct. - 4 of 5

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:

8381 Fawn Lake Ct. Cincinnati, OH 45247

1. (OHIO) DW77RT, 2009, Black, Toyota, Rav-4

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 8381 Fawn Lake Ct. Cincinnati, OH 45247– Parcel ID 510-0230-0549-00
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 **8381 Fawn Lake Ct. Cincinnati, OH 45247– Parcel ID 510-0230-0549-00**

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 **8381 Fawn Lake Ct. Cincinnati, OH 45247– Parcel ID 510-0230-0549-00** to be inoperable, extensively damages, and at least three model years old:

A. (OHIO) DW77RT, 2009, Black, Toyota, Rav-4

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:

Brodi Conover
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 _____, 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 - 9844 Pippin Rd. - 5 of 5

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:

9844 Pippin Rd. Cincinnati, OH 45251

1. (NO TAG) 2016, Red, Ford, F-150

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** 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 Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _____

RESOLUTION DECLARING VEHICLE LOCATED AT 9844 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0044-0019-00
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 **9844 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0044-0019-00**

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 **9844 Pippin Rd. Cincinnati, OH 45251– Parcel ID 510-0044-0019-00** to be inoperable, extensively damages, and at least three model years old:

A. (NO TAG) 2016, Red, Ford, F-150

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:

Brodi Conover
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 _____, 202_.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SERVICES

Department: Public Services

Department Director: Tiphonie Mays, Assistant Administrator

Strategic Plan Goal: Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability
Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

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 September, 2025, 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. _____-25

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 September, 2025.

BOARD OF TRUSTEES:

Cathy Ulrich

Dan Unger

Matt Wahlert

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

Brodi Conover
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 September, 2025.

Jeff Baker
Colerain Township Fiscal Officer

DEVELOPMENT

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

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

Resolution Establishing a TIF District and Executing Compensation Agreement with Northwest Local Schools - Bennett Ford

Recommend ADOPTION of the Resolution.

Rationale:

The establishment of the TIF area will provide the resources necessary to aid in the construction of public infrastructure associated with the TIF District. It is unknown as to what this district will generate, as final plans for redevelopment have not been shared with the Township. Adopting this resolution will ensure that the Township captures the maximum amount of revenue once redevelopment occurs as the district would not commence collections until new construction has occurred.

The Northwest Local School District Board has adopted a companion resolution demonstrating their support for the project. This resolution and TIF district would make the Northwest Local School District whole on any potential lost property tax revenue over the thirty year period.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio met in regular session at 6:00 p.m., on the 23rd day of September, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Trustee _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. ____ - 25

A RESOLUTION DECLARING CERTAIN IMPROVEMENTS TO A PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNER OF THE IMPROVEMENTS TO MAKE SERVICE PAYMENTS IN LIEU OF REAL PROPERTY TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE, TO BE MADE, OR IN THE PROCESS OF BEING MADE, THAT WILL DIRECTLY BENEFIT THE PARCEL; ESTABLISHING A TOWNSHIP PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS; AUTHORIZING THE PAYMENT OF A PORTION OF THE SERVICE PAYMENTS IN LIEU OF TAXES TO EACH OF THE NORTHWEST LOCAL SCHOOL DISTRICT AND THE BUTLER TECH JOINT VOCATIONAL SCHOOL DISTRICT; AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, in accordance with Sections 5709.73 through 5709.75 of the Ohio Revised Code (the “TIF Statutes”), Colerain Township, Hamilton County, Ohio (the “Township”) desires to authorize a TIF Exemption (as defined herein) from real property taxation to facilitate the development of certain real property located within the unincorporated area of the Township (the “Project”); and,

WHEREAS, the TIF Statutes authorize this Board of Trustees (the “Board”) of the Township, by resolution, to declare certain Improvements (as defined herein) to be a public purpose and exempt from real property taxation the increase in the assessed value of certain parcels of real property located within the unincorporated area of the Township as a result of such Improvements, require the owner, or owners, of such parcels to make annual service payments in lieu of real property taxes, establish a township public improvement tax increment equivalent fund for the deposit of any such service payments, and designate the public infrastructure improvements made, to be made, or that once made, or in the process of being made, will directly benefit the parcels; and,

WHEREAS, under Division (B) of Section 5709.73 of the Ohio Revised Code, this Board hereby declares that the public infrastructure improvements further described on **Exhibit A** attached to, and incorporated into this Resolution (as further defined in the TIF Statutes, the “Public

Infrastructure Improvements”) made, to be made, or that once made, or in the process of being made, will directly benefit the Parcel (as defined herein); and,

WHEREAS, under Division (B) of Section 5709.73 of the Ohio Revised Code, this Board has determined to declare one hundred percent (100%) of the increase in the assessed value that would first appear on the tax list and duplicate of real or public utility property after the date of this Resolution were it not for the exemption granted by this Resolution (as further defined in Division (A)(2) of Section 5709.73 of the Ohio Revised Code, the “Improvements”) to the parcel of real property, as more specifically described on **Exhibit B** attached to and incorporated into this Resolution (each a “Parcel” comprising the “TIF Area”), to be exempt from taxation for a period of thirty (30) years; and,

WHEREAS, on [] [], 2025, the current property owner of the Parcel comprising the TIF Area filed a completed Form DTE-26 (“Application for Valuation Deduction for Destroyed or Damaged Real Property”) with the Hamilton County Auditor, requesting a percentage deduction of the valuation to the Parcel comprising the TIF Area due to the demolition of one or more structures previously located on the Parcel; and,

WHEREAS, under Section 5709.74 of the Ohio Revised Code, this Board has determined to require the owner or owners of each Parcel comprising the TIF Area, together with their successors and assigns (the “Owners”) to make service payments in lieu of taxes on the portion of the Improvements exempted from real property taxation pursuant to this Resolution; and,

WHEREAS, under Section 5709.75 of the Ohio Revised Code, this Board has determined to establish a township public improvement tax increment equivalent fund for the deposit of service payments in lieu of real property taxes; and,

WHEREAS, the Board of Education of the Northwest Local School District (the “Local Schools”) passed Resolution No. [] on September 8, 2025, approving the TIF Exemption (as defined herein) (the “Local Schools Approval Resolution”) authorized pursuant to this Resolution and waiving all notice requirements of Division (D) of Section 5709.73, Section 5709.83 of the Ohio Revised Code, and other generally applicable Ohio law; and,

WHEREAS, notwithstanding the Local Schools Approval Resolution, the Township provided a fourteen (14) day courtesy notice to the Local Schools and the Butler Tech Joint Vocational School District (the “Butler Tech JVSD” and together with the Local Schools, the “School Districts”) in accordance with Division (D) of Section 5709.73 and Section 5709.83 of the Ohio Revised Code; and,

WHEREAS, pursuant to the authority granted to the Township under Section 5709.75(C)(1)(a), this Board intends for the Township to pay a portion of any such service payments in lieu of real property taxes it receives with respect to the TIF Area to each of the School Districts in an amount equal to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted.

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

SECTION 1. Public Infrastructure Improvements. This Board hereby declares that the Public Infrastructure Improvements described on **Exhibit A** attached to, and incorporated into, this Resolution, are “public infrastructure improvements” (as defined in Division (A)(8) of Section 5709.40 and Division (A)(6) of Section 5709.73 of the Ohio Revised Code) made, to be made, or in the process of being made, that will directly benefit the Parcel.

SECTION 2. Authorization of Tax Exemption. Under Division (B) of Section 5709.73 of the Ohio Revised Code, this Board hereby exempts one-hundred percent (100%) of the Improvements to the Parcel comprising the TIF Area (as it may be subdivided or combined in connection with the acquisition or development of the Parcel) from real property taxation for a period of thirty (30) years commencing, on a parcel-by-parcel basis, on the first day of the tax year following the effective date of this Resolution in which one or more Improvements with respect to one or more structures on each Parcel comprising the TIF Area are completed, as evidenced by a certificate of occupancy (the “Commencement Date”) and ending on the thirtieth (30th) anniversary of the Commencement Date with respect to each Parcel or the date the Public Infrastructure Improvements are paid in full, whichever occurs first. In no case will any Improvements on any Parcel be exempted from taxation for a period longer than thirty (30) years, unless otherwise permitted pursuant to generally acceptable Ohio law from time to time (the “TIF Exemption”).

For the avoidance of doubt, it is the intention of the Township that the “base value” attributable to the TIF Exemption authorized by this Resolution shall correspond to any valuation reduction that may be approved by the Hamilton County Auditor from time to time pursuant to a properly completed Application for Valuation Deduction for Destroyed or Damaged Real Property filed by the current owner of the Parcel pursuant to Section 319.38 of the Ohio Revised Code.

SECTION 3. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.74 of the Ohio Revised Code, this Board directs and requires the current and future owners of the Parcels comprising the TIF Area to make annual service payments in lieu of taxes with respect to the Improvements allocable to their Parcels to the County Treasurer of Hamilton County, Ohio (the “County Treasurer”) on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements if the Improvements were not subject to the TIF Exemption authorized

pursuant to this Resolution. Such service payments in lieu of taxes, penalties and interest, and any other payments with respect to the Improvements that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (the "Property Tax Rollback Payments," and together with the service payments in lieu of real property taxes and penalties and interest described above, the "Service Payments"), will be allocated and distributed in accordance with Section 5 of this Resolution.

SECTION 4.

Creation of TIF Fund. This Board hereby establishes, under Section 5709.75 of the Ohio Revised Code, the Bennett Ford Public Improvement Tax Increment Equivalent Fund (and together with such accounts and sub-accounts as the Colerain Township Fiscal Officer shall determine as necessary from time to time, the "TIF Fund"), into which the County Treasurer and the Township shall deposit the Service Payments collected with respect to the Parcels comprising the TIF Area. The TIF Fund will be maintained in the custody of the Township. The Township may use amounts deposited into the TIF Fund for the purposes authorized by the TIF Statutes, including, but not limited to, paying any costs of the Public Infrastructure Improvements in a manner that is consistent with this Resolution. The TIF Fund will exist so long as such Service Payments are collected and used for the purposes described above or until the thirtieth (30th) anniversary of the Commencement Date, after which the TIF Fund is to be dissolved and any surplus funds remaining in the TIF Fund will be transferred to the Township's general fund, all as set forth under Section 5709.75 of the Ohio Revised Code.

SECTION 5.

Distribution of Funds. In accordance with the TIF Statutes, the County Treasurer shall distribute the Service Payments to the Township to be deposited into the TIF Fund, and the Township shall then distribute the Service Payments as follows:

FIRST, to each of the School Districts, the amount of Service Payments equal to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted; and,

SECOND, to the Township to remain on deposit in the TIF Fund. The Township may use or distribute Service Payments on deposit in the TIF Fund to pay or reimburse the Township or one or more other third parties for the costs of any Public Infrastructure Improvements constructed by or on behalf of the Township; and,

THIRD, for any other purpose permitted under the TIF Statutes and other generally applicable Ohio law from time to time.

SECTION 6. Other Authorizations. This Board further authorizes and directs the Township Administrator or their designee to: (i) make arrangements necessary and proper for the collection of Service Payments from the current and future owners of the Parcels comprising the TIF Area; (ii) prepare, sign, and file all agreements and instruments as may be necessary to implement this Resolution, including any Form DTE-24 (“Application for Real Property Tax Exemption and Remission”), and any other applications for real property tax exemption and remission as may be required from time to time; and (iii) take all other actions as may be appropriate to implement this Resolution. For the avoidance of doubt, Section 5709.911 of the Ohio Revised Code shall govern the priority status of the TIF Exemption authorized pursuant to this Resolution.

This Board hereby authorizes and directs the Township Administrator, the Fiscal Officer, together and with their designees, to execute, acknowledge and deliver in the name and on behalf of this Board, the Tax Incentive Agreement substantially in the form of **Exhibit C** attached hereto, together with such changes thereto not inconsistent with this Resolution and not substantially adverse to the Township as may be permitted by the officials executing such agreement on behalf of the Township. The approval of such changes by the Township Administrator, the Fiscal Officer, together and with their designees, and that such changes are not substantially adverse to the Township shall be conclusively evidenced by the execution of the Tax Incentive Agreement by such officers.

SECTION 7. Ohio Department of Development. Pursuant to Division (I) of Section 5709.73 of the Ohio Revised Code, the Township Fiscal Officer is directed to deliver a copy of this Resolution to the Director of the Ohio Department of Development (“ODOD”) within fifteen (15) days of its adoption. On or before March 31 of each year that a TIF Exemption authorized by this Resolution remains in effect, the Township Administrator shall prepare and submit the status report required under Division (I) of Section 5709.73 of the Ohio Revised Code to the Director of ODOD.

SECTION 8. No Discrimination. In accordance with Ohio Revised Code Section 5709.832, this Board hereby determines that no employer located on the Parcels subject to the TIF Exemption shall deny any individual employment based solely on race, religion, sex, disability, color, national origin or ancestry.

SECTION 9. Review Council. The Township has created, or has joined, the Colerain Township Tax Incentive Review Council (the “Council”) with the membership of the Council constituted in accordance with Ohio Revised Code Section 5709.85. The Council shall, in accordance with Ohio Revised

Code Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before the Council, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 10. Open Meetings. It is hereby found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 11. Effective Date. This Board of Trustees upon majority vote does hereby dispense with the requirement that this Resolution be read on two (2) separate days and hereby authorizes the adoption of this Resolution upon its first reading. This Resolution shall take effect on and after the earliest period allowed by law.

[Remainder of Page Intentionally Left Blank]

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

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

ADOPTED this 23rd day of September, 2025

BOARD OF TRUSTEES

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution Approved As to Form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

I, Jeff Baker, Fiscal Officer of Colerain Township, Hamilton County, Ohio hereby certify, as official custodian of the records of Colerain Township, Hamilton County, Ohio that the foregoing is taken and copied from the Record of Proceedings of Colerain Township, Hamilton County, Ohio and that the same is a true and accurate copy of the original on file in the township hall at 4200 Springdale Road, Cincinnati, Ohio 45251.

Jeff Baker, Fiscal Officer

Date

EXHIBIT A

Public Infrastructure Improvements

All of the Public Infrastructure Improvements described below are hereby determined to be “public infrastructure improvements” (as defined in Division (A)(8) of Section 5709.40 and Division (A)(6) of Section 5709.73 of the Ohio Revised Code) and that are made, to be made, or that once made, or in the process of being made will directly benefit the Parcel comprising the TIF Area described by **Exhibit B**. The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” described in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and any debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Public Infrastructure Improvements include, without limitation:

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks and walkways, pathways, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including the continued maintenance of those public roads and highways; and,
- **Water and Sewer Lines.** Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore and including the continued maintenance of those storm and sanitary sewers), water lines (including the continued maintenance of those water lines), fire buildings and improvements, public water and fire protection systems (excluding any in-unit, private water and fire suppression systems), police and fire equipment, and all other appurtenances thereto; and,
- **Utilities.** Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto, and including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and,
- **Parks.** Construction or reconstruction of one or more public parks, including grading, trees, sod, shrubs, and other park plantings, park accessories, park structures, irrigation, lighting, flatwork, playgrounds, fountains, water fountains, water features, sports facilities, including, but not limited to, public tennis courts, sculptures, public art and related improvements, and all other appurtenances thereto; and,

- **Streetscape/Landscape Improvements.** Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and,
- **Public Parking Facilities.** Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and,
- **Demolition.** Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and,
- **Acquisition of Real Estate.** Acquisition of real estate or interests in real estate (including easements and rights-of-way) necessary to accomplish the foregoing improvements or in aid of industry, commerce, distribution or research; and,
- **Environmental remediation;** and,
- **Stormwater and Flood Remediation Projects.** Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and,
- **Ongoing Administrative Expenses.** Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF Fund, including but not limited to engineering, architectural, legal, administration, permitting and public infrastructure construction management, and other consulting and professional services and associated fees; and,
- **Inspection/Governmental Fees.** All inspection fees and other governmental fees related to the foregoing; and,
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing Public Infrastructure Improvements and for the maintenance of the TIF Fund.

EXHIBIT B

Description of the Parcel

As of the date of the resolution to which this Exhibit B is attached, the real property to be exempt under the Resolution consists of Hamilton County Auditor permanent parcel identification number 510-0090-0013-00, as such Parcel may be split, combined, re-combined, re-numbered, or otherwise amended from time to time by the Hamilton County Auditor. A map of the Parcel is outlined in **RED** in the map below for ease of reference:

[See Attached]



EXHIBIT C

Form of Tax Incentive Agreement

[See Attached]

TAX INCENTIVE AGREEMENT

This **TAX INCENTIVE AGREEMENT** (the “Agreement”) made and entered into as of the [] day of [], 2025 between the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, Hamilton County Ohio, a local school district and political subdivision of the State of Ohio (the “School District”) and **COLERAIN TOWNSHIP**, Hamilton County, Ohio, a political subdivision of the State of Ohio, (the “Township”).

WITNESSETH THAT:

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code permit townships to authorize tax increment financing real property tax exemptions for improvements declared to be a public purpose, which exemptions exempt from real property taxation the increase in the assessed value of one or more parcels of real property after the effective date of the resolution authorizing such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing exemption from real property taxation to make semi-annual payments in lieu of taxes to the Township (the “Service Payments In Lieu of Taxes”), which Service Payments In Lieu of Taxes are equivalent to the amount of real property taxes which would be payable on the increase in the assessed value of the one or more parcels of real property but for the application of any tax increment financing exemption; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving Service Payments In Lieu of Taxes to establish a public improvement tax increment equivalent fund for deposit of such Service Payments In Lieu of Taxes, to be used by the Township to pay the costs of public infrastructure improvements directly benefiting the parcels subject to the tax increment financing real property tax exemption and, if provided, to make payments to school districts impacted by the authorization of the tax increment financing exemption; and

WHEREAS, the Board of Trustees of the Township intend to exempt from real property taxation one hundred percent (100%) of the Improvements (as defined herein) for a period of thirty (30) years pursuant to Section 5709.73(B) of the Ohio Revised Code, with respect to commercial development and related improvements and appurtenances thereto (the “Improvements”) located within the boundaries of the Township and the School District upon real property described in *Exhibit “A”* attached hereto and made a part hereof (the “Bennett Ford Exempted Property”); and

WHEREAS, the Board of Education of the School District adopted a resolution on September 8, 2025 (the “School District Resolution”) (i) approving the TIF Exemption on the condition that the parties hereto enter into this Agreement pursuant to Resolution No. [2553], (ii) waiving the School District’s right to receive any notification otherwise due to the School District pursuant to Ohio Revised Code Section 5709.73 et seq. or 5709.83, (iii) and authorizing execution of this Agreement, which is attached hereto as *Exhibit “B”*; and

WHEREAS, notwithstanding the waivers contained in the School District Resolution, the Township provided the School District with a fourteen (14) day courtesy notice of the Township’s

intention to formally authorize the TIF Exemption and the Township has, pursuant to Resolution No. [] of the Board of Trustees of the Township adopted on September 23, 2025 (the "Township Resolution") authorized the TIF Exemption and the execution of this Agreement, which is attached hereto as *Exhibit "C"*; and

WHEREAS, Ohio Revised Code Sections 5709.73, 5709.75, and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order for the Township to make certain payments to the School District in an amount not to exceed the amount of real property taxes that the School District would have received with respect to the Improvements but for the TIF Exemption applicable to the Bennett Ford Exempted Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree, and bind themselves as follows:

SECTION 1. Approval of the TIF Exemption; Compensation to School District while TIF Exemption in Effect.

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the Improvements to the Bennett Ford Exempted Property for a period of up to thirty (30) years, all as described in Section 2 of the Township Resolution.

(b) During any year or any portion thereof in which the School District would have received real property tax payments derived from the Bennett Ford Exempted Property but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments In Lieu of Taxes actually received by the Township from the owners of the Bennett Ford Exempted Property an amount equal to one hundred percent (100%) of the real property tax payments derived from the Improvements to the Bennett Ford Exempted Property that the School District would have received from the Bennett Ford Exempted Property but for the TIF Exemption (the "TIF Compensation Payments"). It is the intention of the parties to this Agreement that the School District will be made "whole" for any real property tax payments the School District would have received with respect to the the Improvements but for the TIF Exemption. The TIF Compensation Payments due under this subsection shall have priority over any other pledge of Service Payments In Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township and the parties to this Agreement mutually agree that the TIF Compensation Payments due in any given year shall not exceed the amount of the Service Payments In Lieu of Taxes actually received by the Township and on deposit in the TIF Fund (as defined pursuant to the Township Resolution).

(c) In the event that any one or more property owners fail to remit Service Payments In Lieu of Taxes on or before their due date, as determined by generally applicable Ohio law, the Township is not required to make TIF Compensation Payments to the School District for the amount not remitted to the Township by the Hamilton County Treasurer; provided, however, that the Township shall proceed to collect the amount not remitted by the Hamilton County Treasurer and shall include that amount after collection in calculation of the next future TIF Compensation

Payment amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Pursuant to Ohio Revised Code Section 5709.75(C)(1)(a), under no circumstances shall the total TIF Compensation Payments due under Section 1(b) of this Agreement exceed the amount of real property taxes that the School District would have received from the Improvements but for the authorization of the TIF Exemption. Notwithstanding the foregoing, however, any deficiencies from non-collectable amounts due in prior years may be included in TIF Compensation Payments in any given year.

(e) In determining the amount of the TIF Compensation Payments in any given year, it is expressly agreed and relied upon that the value of the Bennett Ford Exempted Property exempt pursuant to the TIF Exemption authorized pursuant to Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in the assessed value of the one or more parcels subject to the TIF Exemption with respect to the final assessed values in effect as of the year of the adoption of the Township Resolution authorizing the TIF Exemption, regardless of the date on which the Tax Commissioner of the State of Ohio issues a final determination with respect to the TIF Exemption to the Hamilton County Auditor. Notwithstanding the foregoing, however, the parties hereto understand that the TIF Exemption, pursuant to Ohio Revised Code Section 5709.73(G) and the Township Resolution, may apply on a parcel-by-parcel basis to the specific parcels comprising the Bennett Ford Exempted Property and that the TIF Exemption may commence for each, individual parcel in one or more different tax years.

SECTION 2. Payment of TIF Compensation Payments.

Within thirty (30) days (i) of each final, semi-annual settlement by which the Hamilton County Treasurer distributes Service Payments In Lieu of Taxes with respect to the Bennett Ford Exempted Property to the Township's TIF Fund (as defined pursuant to the Township Resolution) and (ii) the Treasurer of the School District's provision of the certification as to the amount of the TIF Compensation Payments pursuant to Section 3 of this Agreement to the Township, the Township shall pay to the School District, the amount of the TIF Compensation Payments.

SECTION 3. Certification of TIF Compensation Payments Amount.

Within thirty (30) days of receiving settlement information from the Hamilton County Treasurer with respect to each final, semi-annual settlement during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Bennett Ford Exempted Property but for the TIF Exemption, the Treasurer of the School District shall certify the amount of the TIF Compensation Payments due to the School District to the Township in the form of an invoice; provided, however, that failure of the Treasurer of the School District to make the certification of the TIF Compensation Payments to the Township in a timely manner shall not serve as a waiver or rejection of the School District's right to receive TIF Compensation Payments, nor shall it be a default hereunder.

SECTION 4. Resolution of Disputes.

In the event the Township disputes the amount of the TIF Compensation Payments as certified by the Treasurer of the School District to the Township pursuant to Section 3 of this Agreement, the Township shall certify to the Treasurer of the School District, within thirty (30) days of the Township's receipt of a certification by the Treasurer of the School District to the Township, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation Payments to be paid to the School District. Within ten (10) days thereafter, the Treasurer of the School District and the Township Fiscal Officer, Township Administrator, or their designees shall make good faith efforts to meet with the Hamilton County Auditor to discuss and resolve the dispute. In the event the Treasurer of the School District and the Township Fiscal Officer, Township Administrator, or their designees are unable to mutually agree on the amount of TIF Compensation Payments, the Hamilton County Auditor shall determine and certify the amount of the TIF Compensation Payments (the "Mediated Compensation Payments"). The Township shall then pay such amount within fifteen (15) days thereafter; provided, that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation Payments, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. School District Waivers.

As further consideration for the Township's agreement to make the TIF Compensation Payments to the School District provided for herein, the School District expressly agrees, as follows:

- (i) The School District hereby waives any right to receive notification of the passage of the Township Resolution or legislation authorizing the TIF Exemption with respect to any parcel comprising the Bennett Ford Exempted Property.
- (ii) The School District expressly waives any defects or irregularities relating to the authorization of the TIF Exemption with respect to any parcel comprising the Bennett Ford Exempted Property (including, but not limited to, the notice requirements of Ohio Revised Code Sections 5709.73 and 5709.83 and any other requirement generally applicable Ohio law).
- (iii) The School District agrees that it will not contest any application for a real property tax exemption made in connection with the TIF Exemption with respect to any parcel comprising the Bennett Ford Exempted Property and any other generally applicable Ohio law.
- (iv) The School District acknowledges that this Agreement and the TIF Compensation Payments to be provided herein comprise the entirety of the compensation to which the School District may be entitled in connection with the TIF Exemption authorized pursuant to the Township Resolution with respect to any comprising the Bennett Ford Exempted Property.

SECTION 6. Events of Default and Remedies.

Except as otherwise provided in this Agreement (including, but not limited to Section 4 with respect to Mediated Compensation Payments), in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, such defaulting party shall, upon written notice from any non-defaulting party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party shall upon written notice from any non-defaulting party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting party.

SECTION 7. Notices.

All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Board of Education of the Northwest Local School District
3377 Compton Road, Suite 110
Cincinnati, OH 45251
Attn: Treasurer

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251
Attn: Township Administrator

SECTION 8. Duration of Agreement; Amendment.

This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period during which the TIF Exemption is in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives. Notwithstanding the foregoing, however, the parties hereto understand that the TIF Exemption, pursuant to Ohio Revised Code Section 5709.73(G) and the Township Resolution, may apply on a parcel-by-parcel basis to the specific parcels comprising the Bennett Ford Exempted Property and that the TIF Exemption may commence for each, individual parcel in one or more different tax years.

SECTION 9. Waiver.

No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 10. Merger; Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 11. Binding Nature.

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

SECTION 12. Severability.

Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 13. Counterparts; Captions.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 14. Filing of Agreement.

The Fiscal Officer of Colerain Township, Hamilton County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer of Hamilton County, Ohio.

SECTION 15. Extent of Covenants; No Personal Liability.

All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the Township or the School District other than in

his or her official capacity, and neither the members of the Board of Trustees of the Township or the Board of Education of the School District nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the Township or the School District contained in this Agreement.

SECTION 16. Limit on Liability.

Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the Township or the School District be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including, but not limited to, negligence and strict liability) or any other theory of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized representatives to be effective as of the date first written above.

BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT, as the School District

By: Amy M. Wells
Printed Name: Amy Wells
Title: Treasurer
Date: [**September**] [**10**], 2025

Authorized by Resolution No. [**2553**] approved September 8, 2025.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO,
as the Township

By: _____
Printed Name: Jeff Weckbach
Title: Township Administrator
Date: [_____] [_____], 2025

Authorized by Resolution No. [_____] approved September 23, 2025.

Approved as to Form:

By: _____
Brodi J. Conover, Law Director

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Fiscal Officer of Colerain Township, Hamilton County, Ohio (the “**Township**”), hereby certifies in connection with the Tax Incentive Agreement entered into between the Township and the Northwest Local School District, dated as of [_____] [____], 2025, that:

The amount (\$0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2025, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this [____] day of [____], 2025.

Fiscal Officer

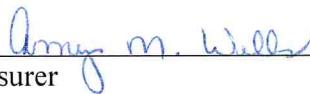
Dated: [_____] [____], 2025

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Treasurer of the Northwest Local School District (the “**School District**”), hereby certifies in connection with the Tax Incentive Agreement entered into between the School District and Colerain Township, Hamilton County, Ohio, dated as of [**September**] [**8**], 2025, that:

The amount (\$0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2026, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this [**10**] day of [**September**], 2025.



Treasurer

Dated: [**September**] [**10**], 2025.

EXHIBIT “A”

[To be Supplied]

EXHIBIT “B”

[To be Supplied]

EXHIBIT “C”

[To be Supplied]

DEVELOPMENT

Department: Administration

Department Director: David Miller, Director of Development

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

Resolution Establishing a TIF District and Executing Compensation Agreement with Northwest Local Schools - Struble Road

Recommend ADOPTION of the Resolution.

Rationale:

The establishment of the TIF area will provide the resources necessary to aid in the construction of public infrastructure associated with the TIF District. This district is anticipated to generate a valuation of \$15M which could lead to new revenues of \$410,000 once fully constructed.

The Northwest Local School District Board has adopted a companion resolution demonstrating their support for the project. This resolution and TIF district would make the Northwest Local School District whole on any potential lost property tax revenue over the thirty year period. This means that the Township would like pay \$202,000 per year to the district, leaving a net new revenue to the Township for projects of \$208,000.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio met in regular session at 6:00 p.m., on the 23rd day of September, 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Trustee _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. ____ - 25

A RESOLUTION DECLARING CERTAIN IMPROVEMENTS TO ONE OR MORE PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNER OF THE IMPROVEMENTS TO MAKE SERVICE PAYMENTS IN LIEU OF REAL PROPERTY TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE, TO BE MADE, OR IN THE PROCESS OF BEING MADE, THAT WILL DIRECTLY BENEFIT THE PARCELS; ESTABLISHING A TOWNSHIP PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS; AUTHORIZING THE PAYMENT OF A PORTION OF THE SERVICE PAYMENTS IN LIEU OF TAXES TO EACH OF THE NORTHWEST LOCAL SCHOOL DISTRICT AND THE BUTLER TECH JOINT VOCATIONAL SCHOOL DISTRICT; AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, in accordance with Sections 5709.73 through 5709.75 of the Ohio Revised Code (the “TIF Statutes”), Colerain Township, Hamilton County, Ohio (the “Township”) desires to authorize a TIF Exemption (as defined herein) from real property taxation to facilitate the development of certain real property located within the unincorporated area of the Township (the “Project”); and,

WHEREAS, the TIF Statutes authorize this Board of Trustees (the “Board”) of the Township, by resolution, to declare certain Improvements (as defined herein) to be a public purpose and exempt from real property taxation the increase in the assessed value of certain parcels of real property located within the unincorporated area of the Township as a result of such Improvements, require the owner, or owners, of such parcels to make annual service payments in lieu of real property taxes, establish a township public improvement tax increment equivalent fund for the deposit of any such service payments, and designate the public infrastructure improvements made, to be made, or that once made, or in the process of being made, will directly benefit the parcels; and,

WHEREAS, under Division (B) of Section 5709.73 of the Ohio Revised Code, this Board hereby declares that the public infrastructure improvements further described on **Exhibit A** attached to, and incorporated into this Resolution (as further defined in the TIF Statutes, the “Public

Infrastructure Improvements”) made, to be made, or that once made, or in the process of being made, will directly benefit the Parcel (as defined herein); and,

WHEREAS, under Division (B) of Section 5709.73 of the Ohio Revised Code, this Board has determined to declare one hundred percent (100%) of the increase in the assessed value that would first appear on the tax list and duplicate of real or public utility property after the date of this Resolution were it not for the exemption granted by this Resolution (as further defined in Division (A)(2) of Section 5709.73 of the Ohio Revised Code, the “Improvements”) to the parcels of real property, as more specifically described on Exhibit B attached to and incorporated into this Resolution (each a “Parcel” and together the “Parcels” comprising the “TIF Area”), to be exempt from taxation for a period of thirty (30) years; and,

WHEREAS, under Section 5709.74 of the Ohio Revised Code, this Board has determined to require the owner or owners of each Parcel comprising the TIF Area, together with their successors and assigns (the “Owners”) to make service payments in lieu of real property taxes on the portion of the Improvements exempted from real property taxation pursuant to this Resolution; and,

WHEREAS, under Section 5709.75 of the Ohio Revised Code, this Board has determined to establish a township public improvement tax increment equivalent fund for the deposit of service payments in lieu of real property taxes; and,

WHEREAS, the Board of Education of the Northwest Local School District (the “Local Schools”) passed Resolution No. [] on September 8, 2025, approving the TIF Exemption (as defined herein) (the “Local Schools Approval Resolution”) authorized pursuant to this Resolution and waiving all notice requirements of Division (D) of Section 5709.73, 5709.83 of the Ohio Revised Code, and other generally applicable Ohio law; and,

WHEREAS, notwithstanding the Local Schools Approval Resolution, the Township provided a fourteen (14) day courtesy notice to the Local Schools and the Butler Tech Joint Vocational School District (the “Butler Tech JVSD” and together with the Local Schools, the “School Districts”) in accordance with Division (D) of Section 5709.73 and Section 5709.83 of the Ohio Revised Code; and,

WHEREAS, pursuant to the authority granted to the Township under Section 5709.75(C)(1)(a), this Board intends for the Township to pay a portion of any such service payments in lieu of real property taxes it receives with respect to the TIF Area to each of the School Districts in an amount equal to the amount of real property taxes each of the School Districts would have received had this Resolution not been adopted; and,

WHEREAS, the owner of the Parcels comprising the TIF Area has requested that the Ohio Air Quality Development Authority issue one or more series of bonds in order to support the acquisition, construction, and installation of Air Quality Facilities (as defined in Section 3706.01(G) of the Ohio Revised Code) on one or more of the Parcels comprising the TIF Area with respect to the Project; and,

WHEREAS, the Air Quality Facilities will comprise an “air quality project,” as defined in Section 3706.01(H) of the Ohio Revised Code, which such “air quality project” will not be subject to taxes or assessments so long as the one or more series of bonds are outstanding, as further set forth in Section 3706.041(B) of the Ohio Revised Code (as it relates to real property taxation, the “OAQDA Exemption”); and

WHEREAS, the Township desires the Owner proceed with the development of the Project, provided that the owner and all future owners are required to make Service Payments (as defined herein) to the Township in the amount that the Township would, or would have received, but for any OAQDA Exemption.

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

SECTION 1. Public Infrastructure Improvements. This Board hereby declares that the Public Infrastructure Improvements described on **Exhibit A** attached to, and incorporated into, this Resolution, are “public infrastructure improvements” (as defined in Division (A)(8) of Section 5709.40 and Division (A)(6) of Section 5709.73 of the Ohio Revised Code) made, to be made, or in the process of being made, that will directly benefit the Parcels.

SECTION 2. Authorization of Tax Exemption. Under Division (B) of Section 5709.73 of the Ohio Revised Code, this Board hereby exempts one-hundred percent (100%) of the Improvements to the Parcels comprising the TIF Area (as they may be subdivided or combined in connection with the acquisition or development of the Parcels) from real property taxation for a period of thirty (30) years commencing, on a parcel-by-parcel basis, on the first day of the tax year following the effective date of this Resolution in which one or more Improvements with respect to one or more structures on each Parcel comprising the TIF Area are completed, as evidenced by a certificate of occupancy (the “Commencement Date”) and ending on the thirtieth (30th) anniversary of the Commencement Date with respect to that Parcel or the date the Public Infrastructure Improvements are paid in full, whichever occurs first. In no case will any Improvements on any Parcel be exempted from taxation for a period longer than thirty (30) years, unless otherwise permitted pursuant to generally acceptable Ohio law from time to time (the “TIF Exemption”).

For the avoidance of doubt, it is this Board’s intention that Ohio Revised Code Section 5709.911 shall govern the priority status of the TIF Exemption and the OAQDA Exemption and that the Township shall, pursuant to Section 6 of this Resolution, work with the owner and future owners of the TIF Area to ensure that the TIF Exemption shall take priority over any OAQDA Exemption.

SECTION 3. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.74 of the Ohio Revised Code, this Board directs and requires the current and future owners of the Parcel comprising the TIF Area to make

annual service payments in lieu of real property taxes with respect to the Improvements allocable to their Parcels to the County Treasurer of Hamilton County, Ohio (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then-current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements if the Improvements were not subject to the TIF Exemption authorized pursuant to this Resolution. Such service payments in lieu of taxes, penalties and interest, and any other payments with respect to the Improvements that are received by the County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (the "Property Tax Rollback Payments," and together with the service payments in lieu of real property taxes and penalties and interest described above, the "Service Payments"), will be allocated and distributed in accordance with Section 5 of this Resolution.

SECTION 4.

Creation of TIF Fund. This Board hereby establishes, under Section 5709.75 of the Ohio Revised Code, the Rumpke Struble Road Public Improvement Tax Increment Equivalent Fund (and together with such accounts and sub-accounts as the Colerain Township Fiscal Officer shall determine as necessary from time to time, the "TIF Fund"), into which the County Treasurer and the Township shall deposit the Service Payments collected with respect to the Parcel comprising the TIF Area. The TIF Fund will be maintained in the custody of the Township. The Township may use amounts deposited into the TIF Fund for the purposes authorized by the TIF Statutes, including, but not limited to, paying any costs of the Public Infrastructure Improvements in a manner that is consistent with this Resolution. The TIF Fund will exist so long as such Service Payments are collected and used for the purposes described above or until the thirtieth (30th) anniversary of the Commencement Date, after which the TIF Fund is to be dissolved and any surplus funds remaining in the TIF Fund will be transferred to the Township's general fund, all as set forth under Section 5709.75 of the Ohio Revised Code.

SECTION 5.

Distribution of Funds. In accordance with the TIF Statutes, the County Treasurer shall distribute the Service Payments to the Township to be deposited into the TIF Fund, and the Township shall then distribute the Service Payments as follows:

FIRST, to each of the School Districts, the amount of Service Payments equal to the amount of real property taxes each of the

School Districts would have received had this Resolution not been adopted; and,

SECOND, to the Township to remain on deposit in the TIF Fund. The Township may use or distribute Service Payments on deposit in the TIF Fund to pay or reimburse the Township or one or more other third parties for the costs of any Public Infrastructure Improvements constructed by or on behalf of the Township; and,

THIRD, for any other purpose permitted under the TIF Statutes and other generally applicable Ohio law from time to time.

SECTION 6.

Other Authorizations. This Board further authorizes and directs the Township Administrator or their designee to: (i) make arrangements necessary and proper for the collection of Service Payments from the current and future owners of the Parcel comprising the TIF Area; (ii) work with the current or any future owner to allow the owner (or the Township) to prepare, sign, and file all agreements and instruments as may be necessary to implement this Resolution, including any Form DTE-24 (“Application for Real Property Tax Exemption and Remission”) and any other applications for real property tax exemption and remission as may be required from time to time, in order for the TIF Exemption to take priority over any OAQDA Exemption, as well as any other recorded notice, agreement, declaration, or covenant that may be required pursuant to Ohio Revised Code Section 5709.911 to cause the perfection of such priority, (iii) prepare, sign, and file any “PILOT Agreement,” or other Agreement which specifically requires the owner or any future owner to make Service Payments to the Township equal in amount that the Township would have received but for the OAQDA Exemption; and (iv) take all other actions as may be appropriate to implement this Resolution.

For the avoidance of doubt, it is the intention of this Board that the owner or future owners of the Parcels comprising the TIF Area shall file the Application for Real Property Tax Exemption and Remission and any required recorded notice, agreement, declaration, or covenant that may be required pursuant to Ohio Revised Code Section 5709.911 to cause the TIF Exemption to take priority over any OAQDA Exemption and the perfection of such priority.

This Board hereby authorizes and directs the Township Administrator, the Fiscal Officer, together and with their designees, to execute, acknowledge and deliver in the name and on behalf of this Board, the Tax Incentive Agreement substantially in the form of **Exhibit C** attached hereto, together with such changes thereto not inconsistent with this Resolution and not substantially adverse to the Township as may be permitted by the officials executing such agreement on behalf of the Township. The approval of such

changes by the Township Administrator, the Fiscal Officer, together and with their designees, and that such changes are not substantially adverse to the Township shall be conclusively evidenced by the execution of the Tax Incentive Agreement by such officers.

SECTION 7. Ohio Department of Development. Pursuant to Division (I) of Section 5709.73 of the Ohio Revised Code, the Township Fiscal Officer is directed to deliver a copy of this Resolution to the Director of the Ohio Department of Development (“ODOD”) within fifteen (15) days of its adoption. On or before March 31 of each year that a TIF Exemption authorized by this Resolution remains in effect, the Township Administrator shall prepare and submit the status report required under Division (I) of Section 5709.73 of the Ohio Revised Code to the Director of ODOD.

SECTION 8. No Discrimination. In accordance with Ohio Revised Code Section 5709.832, this Board hereby determines that no employer located on the Parcel subject to the TIF Exemption shall deny any individual employment based solely on race, religion, sex, disability, color, national origin or ancestry.

SECTION 9. Review Council. The Township has created, or has joined, the Colerain Township Tax Incentive Review Council (the “Council”) with the membership of the Council constituted in accordance with Ohio Revised Code Section 5709.85. The Council shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before the Council, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 10. Open Meetings. It is hereby found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 11. Effective Date. This Board of Trustees upon majority vote does hereby dispense with the requirement that this Resolution be read on two (2) separate days and hereby authorizes the adoption of this Resolution upon its first reading. This Resolution shall take effect on and after the earliest period allowed by law.

[Remainder of Page Intentionally Left Blank]

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

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

ADOPTED this 23rd day of September, 2025

BOARD OF TRUSTEES

Cathy Ulrich, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Colerain Township Fiscal Officer

Resolution Approved As to Form:

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

I, Jeff Baker, Fiscal Officer of Colerain Township, Hamilton County, Ohio hereby certify, as official custodian of the records of Colerain Township, Hamilton County, Ohio that the foregoing is taken and copied from the Record of Proceedings of Colerain Township, Hamilton County, Ohio and that the same is a true and accurate copy of the original on file in the township hall at 4200 Springdale Road, Cincinnati, Ohio 45251.

Jeff Baker, Fiscal Officer

Date

EXHIBIT A

Public Infrastructure Improvements

All of the Public Infrastructure Improvements described below are hereby determined to be “public infrastructure improvements” (as defined in Division (A)(8) of Section 5709.40 and Division (A)(6) of Section 5709.73 of the Ohio Revised Code) and that are made, to be made, or that once made, or in the process of being made will directly benefit the Parcel comprising the TIF Area described by **Exhibit B**. The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” described in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and any debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The Public Infrastructure Improvements include, without limitation:

- **Roadways.** Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks and walkways, pathways, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including the continued maintenance of those public roads and highways; and,
- **Water and Sewer Lines.** Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore and including the continued maintenance of those storm and sanitary sewers), water lines (including the continued maintenance of those water lines), fire buildings and improvements, public water and fire protection systems (excluding any in-unit, private water and fire suppression systems), police and fire equipment, and all other appurtenances thereto; and,
- **Utilities.** Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto, and including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and,
- **Parks.** Construction or reconstruction of one or more public parks, including grading, trees, sod, shrubs, and other park plantings, park accessories, park structures, irrigation, lighting, flatwork, playgrounds, fountains, water fountains, water features, sports facilities, including, but not limited to, public tennis courts, sculptures, public art and related improvements, and all other appurtenances thereto; and,

- **Streetscape/Landscape Improvements.** Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto; and,
- **Public Parking Facilities.** Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto; and,
- **Demolition.** Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and,
- **Acquisition of Real Estate.** Acquisition of real estate or interests in real estate (including easements and rights-of-way) necessary to accomplish the foregoing improvements or in aid of industry, commerce, distribution or research; and,
- **Environmental remediation;** and,
- **Stormwater and Flood Remediation Projects.** Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; and,
- **Ongoing Administrative Expenses.** Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF Fund, including but not limited to engineering, architectural, legal, administration, permitting and public infrastructure construction management, and other consulting and professional services and associated fees; and,
- **Inspection/Governmental Fees.** All inspection fees and other governmental fees related to the foregoing; and,
- **Professional Services.** Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing Public Infrastructure Improvements and for the maintenance of the TIF Fund.

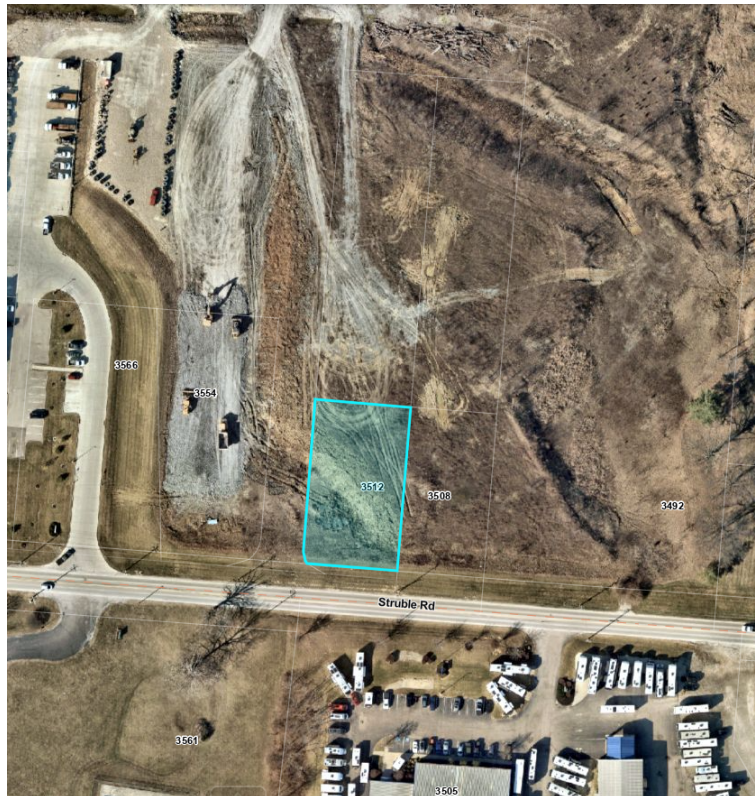
EXHIBIT B

Description of the Parcels

As of the date of the resolution to which this Exhibit B is attached, the real property to be exempt under the Resolution consists of Hamilton County Auditor permanent parcel identification numbers 510-0124-0033-00, 510-0124-0034-00, 510-0124-0060-00, 510-0124-0061-00, and 510-0123-0022-00 (the “Parcels”), as such Parcels may be split, combined, re-combined, re-numbered, or otherwise amended from time to time by the Hamilton County Auditor. A map of the Parcels is outlined in **BLUE** below for ease of reference:

[See Attached]

Parcel No. 510-0124-0033-00:



Parcel No. 510-0124-0034-00:



Parcel No. 510-0124-0060-00:



Parcel No. 510-0124-0061-00:



Parcel No. 510-0123-0022-00:



EXHIBIT C

Form of Tax Incentive Agreement

[See Attached]

TAX INCENTIVE AGREEMENT

This **TAX INCENTIVE AGREEMENT** (the “Agreement”) made and entered into as of the [] day of [], 2025 between the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT**, Hamilton County Ohio, a local school district and political subdivision of the State of Ohio (the “School District”) and **COLERAIN TOWNSHIP**, Hamilton County, Ohio, a political subdivision of the State of Ohio, (the “Township”).

WITNESSETH THAT:

WHEREAS, Sections 5709.73 et seq. of the Ohio Revised Code permit townships to authorize tax increment financing real property tax exemptions for improvements declared to be a public purpose, which exemptions exempt from real property taxation the increase in the assessed value of one or more parcels of real property after the effective date of the resolution authorizing such exemption; and

WHEREAS, Section 5709.74 of the Ohio Revised Code further authorizes a township to require owners of improvements subject to a tax increment financing exemption from real property taxation to make semi-annual payments in lieu of taxes to the Township (the “Service Payments In Lieu of Taxes”), which Service Payments In Lieu of Taxes are equivalent to the amount of real property taxes which would be payable on the increase in the assessed value of the one or more parcels of real property but for the application of any tax increment financing exemption; and

WHEREAS, Section 5709.75 of the Ohio Revised Code further requires a township receiving Service Payments In Lieu of Taxes to establish a public improvement tax increment equivalent fund for deposit of such Service Payments In Lieu of Taxes, to be used by the Township to pay the costs of public infrastructure improvements directly benefiting the parcels subject to the tax increment financing real property tax exemption and, if provided, to make payments to school districts impacted by the authorization of the tax increment financing exemption; and

WHEREAS, the Board of Trustees of the Township intend to exempt from real property taxation one hundred percent (100%) of the Improvements (as defined herein) for a period of thirty (30) years pursuant to Section 5709.73(B) of the Ohio Revised Code, with respect to commercial development and related improvements and appurtenances thereto (the “Improvements”) located within the boundaries of the Township and the School District upon real property described in *Exhibit “A”* attached hereto and made a part hereof (the “Rumpke Exempted Property”); and

WHEREAS, the Board of Education of the School District adopted a resolution on September 8, 2025 (the “School District Resolution”) (i) approving the TIF Exemption on the condition that the parties hereto enter into this Agreement pursuant to Resolution No. [2552], (ii) waiving the School District’s right to receive any notification otherwise due to the School District pursuant to Ohio Revised Code Section 5709.73 et seq. or 5709.83, (iii) and authorizing execution of this Agreement, which is attached hereto as *Exhibit “B”*; and

WHEREAS, notwithstanding the waivers contained in the School District Resolution, the Township provided the School District with a fourteen (14) day courtesy notice of the Township’s

intention to formally authorize the TIF Exemption and the Township has, pursuant to Resolution No. [] of the Board of Trustees of the Township adopted on September 23, 2025 (the "Township Resolution") authorized the TIF Exemption and the execution of this Agreement, which is attached hereto as *Exhibit "C"*; and

WHEREAS, Ohio Revised Code Sections 5709.73, 5709.75, and 5709.82 permit the Board of Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order for the Township to make certain payments to the School District in an amount not to exceed the amount of real property taxes that the School District would have received with respect to the Improvements but for the TIF Exemption applicable to the Rumpke Exempted Property.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter described, the School District and the Township covenant, agree, and bind themselves as follows:

SECTION 1. Approval of the TIF Exemption; Compensation to School District while TIF Exemption in Effect.

(a) As provided in the School District Resolution, the School District approves the TIF Exemption for up to one hundred percent (100%) of the Improvements to the Rumpke Exempted Property for a period of up to thirty (30) years, all as described in Section 2 of the Township Resolution.

(b) During any year or any portion thereof in which the School District would have received real property tax payments derived from the Rumpke Exempted Property but for the Township's authorization of the TIF Exemption, the Township agrees to pay to the School District, solely from the Service Payments In Lieu of Taxes actually received by the Township from the owners of the Rumpke Exempted Property an amount equal to one hundred percent (100%) of the real property tax payments derived from the Improvements to the Rumpke Exempted Property that the School District would have received from the Rumpke Exempted Property but for the TIF Exemption (the "TIF Compensation Payments"). It is the intention of the parties to this Agreement that the School District will be made "whole" for any real property tax payments the School District would have received with respect to the the Improvements but for the TIF Exemption. The TIF Compensation Payments due under this subsection shall have priority over any other pledge of Service Payments In Lieu of Taxes by the Township. Nothing in this Agreement shall be construed to pledge the full faith and credit of the Township and the parties to this Agreement mutually agree that the TIF Compensation Payments due in any given year shall not exceed the amount of the Service Payments In Lieu of Taxes actually received by the Township and on deposit in the TIF Fund (as defined pursuant to the Township Resolution).

(c) In the event that any one or more property owners fail to remit Service Payments In Lieu of Taxes on or before their due date, as determined by generally applicable Ohio law, the Township is not required to make TIF Compensation Payments to the School District for the amount not remitted to the Township by the Hamilton County Treasurer; provided, however, that the Township shall proceed to collect the amount not remitted by the Hamilton County Treasurer and shall include that amount after collection in calculation of the next future TIF Compensation

Payment amount due to the School District. Any collected amounts so included may be offset by a prorated amount of the costs incurred in the collection of said sum, as agreed by the parties, prior to its addition to the calculation.

(d) Pursuant to Ohio Revised Code Section 5709.75(C)(1)(a), under no circumstances shall the total TIF Compensation Payments due under Section 1(b) of this Agreement exceed the amount of real property taxes that the School District would have received from the Improvements but for the authorization of the TIF Exemption. Notwithstanding the foregoing, however, any deficiencies from non-collectable amounts due in prior years may be included in TIF Compensation Payments in any given year.

(e) In determining the amount of the TIF Compensation Payments in any given year, it is expressly agreed and relied upon that the value of the Bennett Ford Exempted Property exempt pursuant to the TIF Exemption authorized pursuant to Sections 5709.73 through 5709.75 of the Ohio Revised Code shall be the increase in the assessed value of the one or more parcels subject to the TIF Exemption with respect to the final assessed values in effect as of the year of the adoption of the Township Resolution authorizing the TIF Exemption, regardless of the date on which the Tax Commissioner of the State of Ohio issues a final determination with respect to the TIF Exemption to the Hamilton County Auditor. Notwithstanding the foregoing, however, the parties hereto understand that the TIF Exemption, pursuant to Ohio Revised Code Section 5709.73(G) and the Township Resolution, may apply on a parcel-by-parcel basis to the specific parcels comprising the Rumpke Exempted Property and that the TIF Exemption may commence for each, individual parcel in one or more different tax years.

SECTION 2. Payment of TIF Compensation Payments.

Within thirty (30) days (i) of each final, semi-annual settlement by which the Hamilton County Treasurer distributes Service Payments In Lieu of Taxes with respect to the Rumpke Exempted Property to the Township's TIF Fund (as defined pursuant to the Township Resolution) and (ii) the Treasurer of the School District's provision of the certification as to the amount of the TIF Compensation Payments pursuant to Section 3 of this Agreement to the Township, the Township shall pay to the School District, the amount of the TIF Compensation Payments.

SECTION 3. Certification of TIF Compensation Payments Amount.

Within thirty (30) days of receiving settlement information from the Hamilton County Treasurer with respect to each final, semi-annual settlement during which the TIF Exemption will result in the School District's receipt of less than one hundred percent (100%) of the amount of real property taxes due with respect to the Rumpke Exempted Property but for the TIF Exemption, the Treasurer of the School District shall certify the amount of the TIF Compensation Payments due to the School District to the Township in the form of an invoice; provided, however, that failure of the Treasurer of the School District to make the certification of the TIF Compensation Payments to the Township in a timely manner shall not serve as a waiver or rejection of the School District's right to receive TIF Compensation Payments, nor shall it be a default hereunder.

SECTION 4. Resolution of Disputes.

In the event the Township disputes the amount of the TIF Compensation Payments as certified by the Treasurer of the School District to the Township pursuant to Section 3 of this Agreement, the Township shall certify to the Treasurer of the School District, within thirty (30) days of the Township's receipt of a certification by the Treasurer of the School District to the Township, the basis for the dispute and the amount that the Township claims is the correct amount of TIF Compensation Payments to be paid to the School District. Within ten (10) days thereafter, the Treasurer of the School District and the Township Fiscal Officer, Township Administrator, or their designees shall make good faith efforts to meet with the Hamilton County Auditor (the "County Auditor") to discuss and resolve the dispute. In the event the Treasurer of the School District and the Township Fiscal Officer, Township Administrator, or their designees are unable to mutually agree on the amount of TIF Compensation Payments, the County Auditor shall determine and certify the amount of the TIF Compensation Payments (the "Mediated Compensation Payments"). The Township shall then pay such amount within fifteen (15) days thereafter; provided, that nothing contained in this Section 4 shall limit either the School District's or the Township's ability, after payment and receipt of such TIF Compensation Payments, to seek recovery of amounts deemed overpaid or underpaid.

SECTION 5. School District Waivers.

As further consideration for the Township's agreement to make the TIF Compensation Payments to the School District provided for herein, the School District expressly agrees, as follows:

- (i) The School District hereby waives any right to receive notification of the passage of the Township Resolution or legislation authorizing the TIF Exemption with respect to any parcel comprising the Rumpke Exempted Property.
- (ii) The School District expressly waives any defects or irregularities relating to the authorization of the TIF Exemption with respect to any parcel comprising the Rumpke Exempted Property (including, but not limited to, the notice requirements of Ohio Revised Code Sections 5709.73 and 5709.83 and any other requirement generally applicable Ohio law).
- (iii) The School District agrees that it will not contest any application for a real property tax exemption made in connection with the TIF Exemption with respect to any parcel comprising the Rumpke Exempted Property and any other generally applicable Ohio law.
- (iv) The School District acknowledges that this Agreement and the TIF Compensation Payments to be provided herein comprise the entirety of the compensation to which the School District may be entitled in connection with the TIF Exemption authorized pursuant to the Township Resolution with respect to any comprising the Rumpke Exempted Property.

SECTION 6. Events of Default and Remedies.

Except as otherwise provided in this Agreement (including, but not limited to Section 4 with respect to Mediated Compensation Payments), in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, such defaulting party shall, upon written notice from any non-defaulting party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party shall upon written notice from any non-defaulting party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach is not to be cured or remedied within a reasonable time, the aggrieved non-defaulting party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting party.

SECTION 7. Notices.

All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses:

Board of Education of the Northwest Local School District
3377 Compton Road, Suite 110
Cincinnati, OH 45251
Attn: Treasurer

Colerain Township
4200 Springdale Road
Colerain Township, Ohio 45251
Attn: Township Administrator

SECTION 8. Duration of Agreement; Amendment.

This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period during which the TIF Exemption is in effect. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives. Notwithstanding the foregoing, however, the parties hereto understand that the TIF Exemption, pursuant to Ohio Revised Code Section 5709.73(G) and the Township Resolution, may apply on a parcel-by-parcel basis to the specific parcels comprising the Rumpke Exempted Property and that the TIF Exemption may commence for each, individual parcel in one or more different tax years.

SECTION 9. Waiver.

No waiver by the School District of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof.

SECTION 10. Merger; Entire Agreement.

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

SECTION 11. Binding Nature.

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns.

SECTION 12. Severability.

Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

SECTION 13. Counterparts; Captions.

This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

SECTION 14. Filing of Agreement.

The Fiscal Officer of Colerain Township, Hamilton County, Ohio shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer of Hamilton County, Ohio.

SECTION 15. Extent of Covenants; No Personal Liability.

All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the Township or the School District other than in

his or her official capacity, and neither the members of the Board of Trustees of the Township or the Board of Education of the School District nor any official or authorized officer executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations, or agreements of the Township or the School District contained in this Agreement.

SECTION 16. Limit on Liability.

Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall the Township or the School District be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including, but not limited to, negligence and strict liability) or any other theory of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized representatives to be effective as of the date first written above.

BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT, as the School District

By: Amy M. Wells
Printed Name: Amy Wells
Title: Treasurer
Date: [**September**] [**10**], 2025

Authorized by Resolution No. [**2552**] approved September 8, 2025.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO,
as the Township

By: _____
Printed Name: Jeff Weckbach
Title: Township Administrator
Date: [_____] [____], 2025

Authorized by Resolution No. [_____] approved September 23, 2025.

Approved as to Form:

By: _____
Brodi J. Conover, Law Director

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Fiscal Officer of Colerain Township, Hamilton County, Ohio (the “**Township**”), hereby certifies in connection with the Tax Incentive Agreement entered into between the Township and the Northwest Local School District, dated as of [_____] [____], 2025, that:

The amount (\$0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2025, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this [____] day of [____], 2025.

Fiscal Officer

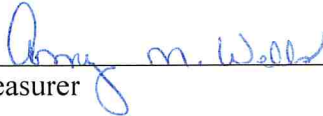
Dated: [_____] [____], 2025

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Treasurer of the Northwest Local School District (the “**School District**”), hereby certifies in connection with the Tax Incentive Agreement entered into between the School District and Colerain Township, Hamilton County, Ohio, dated as of [September] [8], 2025, that:

The amount (\$0.00) required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2026, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this [10] day of [September], 2025.



Treasurer

Dated: [September] [10], 2025.

EXHIBIT “A”

[To be Supplied]

EXHIBIT “B”

[To be Supplied]

EXHIBIT “C”

[To be Supplied]

DEVELOPMENT

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

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

Motion Authorizing Township Administrator to Execute an Agreement with Seven Legendz Fountain Square LLC for an Adult Use Cannabis Dispensary at 6960 Colerain Avenue

Recommend ADOPTION of the Motion.

Rationale:

The attached agreement is required as a condition of zoning approval for any potential marijuana dispensary to open in Colerain Township. The agreement provides for an annual payment of \$60,000 and guarantees that the Township will be held harmless if there are any changes in tax policy at the state level. The location of this dispensary is the former Big Bob's Flooring at 6960 Colerain Avenue.

DEVELOPMENT AND COMMUNITY BENEFITS AGREEMENT

THIS DEVELOPMENT AND COMMUNITY BENEFITS AGREEMENT (the “**Agreement**”) is made and entered into as of the _____ day of _____, 2025 (the “**Effective Date**”), by and between the COLERAIN TOWNSHIP BOARD OF TRUSTEES, a political subdivision organized and operating under the laws of the State of Ohio (the “**Township**”), and FW Green Investments LLC, an Ohio limited liability company, dba The Garden by KCG, (the “**Developer**”). The Township and Developer are herein referred to collectively from time to time as the “**Parties**” and individually, from time to time, as a “**Party**.”

RECITALS

WHEREAS, the Developer desires to utilize an existing commercial use real estate property for a potential dual-use medical marijuana and adult-use cannabis dispensary opened and operated pursuant to Ohio Revised Code Chapters 3780 and 3796 that may also include other related and office uses (the “**Development**”); and

WHEREAS, the Township enacted by Resolution a change in zoning to require as a condition of approval for operation of a store dispensing of medical marijuana, adult-use cannabis, and other cannabis-related businesses and products as defined by Ohio Revised Code Chapters 3780 and 3796, that the Developer enter into a development agreement with the Township prior to zoning approval; and

WHEREAS, the Township believes that it is in the best interest of the general health, safety, welfare, and community improvement of the Township, its residents, and business community to approve the terms of this Agreement; and

WHEREAS, the Developer has a leasehold option of certain real property located in Colerain Township, Hamilton County, Ohio as described in Article 2 of this agreement; and

WHEREAS, the Township determined that Developer is an established, responsible, and reputable provider of medical marijuana and adult-use cannabis products, and the Township would benefit from such attributes; and

WHEREAS, the Township has a desire to make public and community improvements for the furtherance of the Development and surrounding community including but not limited to the development of the Township, public access to the development, infrastructure, storm water and public parking improvements as needed; and

WHEREAS, the Parties desire to enter into this Agreement to outline the collaborative approach that the Parties will take to provide benefit to the Township’s residents, creating pathways for economic opportunity, and enabling the Township’s community to benefit from the operation of the Development

NOW THEREFORE, for good and valuable consideration, as set forth in this Agreement, the Parties agree as follows:

ARTICLE 1 PURPOSE AND DEFINITIONS

- 1.1 The purpose of this agreement is to memorialize Developer’s commitment to providing community benefits to the Township in accordance with the Colerain Township Zoning Resolution.
- 1.2 Capitalized terms not otherwise defined in this Agreement shall have the same meaning and definitions as defined and in effect on the Effective date of this Agreement by Ohio Revised Code Sections 3780.01, *et seq.*, and 3796.01, *et seq.*, and Ohio Administrative Code Sections 1301:18-1-01, *et seq.* and 3796:1-1, *et seq.*

ARTICLE 2 DEVELOPER

- 2.1 Developer shall have the right in the Township to serve as a medical marijuana and adult-use cannabis operator (as such is defined in R.C. Chapters 3780 and 3796).
- 2.2 Developer is authorized by this Agreement, to operate a dual-use dispensary, consisting of medical marijuana and adult-use cannabis, to be located at 6960 Colerain Avenue (the “**Site**”). Developer, if it elects to do so, in its sole discretion, may construct new improvements consistent with applicable law in furtherance of its operation, and must be compliant with the Colerain Township Zoning Resolution.

ARTICLE 3 OPERATING HOURS

- 3.1 Developer shall maintain hours of operation open to the public no greater than 9:00 am to 9:00 pm, seven days a week, or such other additional hours of operation as the Township may from time to time reasonably agree.
- 3.2 Developer shall maintain the Site in a commercially reasonable condition, free of blight, and in conformance with all applicable zoning and building regulations.

ARTICLE 4 COMMUNITY IMPROVEMENT AND BENEFIT

- 4.1 At the time of this agreement and in accordance with Ohio Revised Code Section 3780.23, Developer is required to collect an adult-use cannabis tax to be remitted to the State of Ohio with a portion of that distributed to the host community (the “**Host Community Cannabis Fund**”). The amount of the adult-use cannabis tax that shall be paid to the Township is a total of three and six tenths percent (3.6%) of its gross sales of adult-use cannabis derived from the Site (the “**Operations Payments**”), such payments to be due pursuant to a schedule set forth by the State of Ohio. Developer will provide to the Township its payment and sales data filings made to the State of Ohio Department of Commerce and an unaudited statement showing a detailed breakdown of the calculation of such payment on a quarterly and calendar year-to-date basis, based on state-maintained cannabis sales data. Information and payments for any partial first or last year shall be prorated and reported proportionately. The State of Ohio is responsible for remitting the collected tax to the Township. In the event that the Host Community Cannabis Fund revenue distributed to the Township does not amount to 3.6% of Developer’s gross sales for adult-use cannabis derived from the Site, Developer shall transmit the difference to the Township by March 31st of the following year. Should the Township receive any amount of funds from the Host Community Cannabis Fund or Developer that collectively exceeds 3.6% of Developer’s gross sales for the Site for a given calendar year, the Township shall rebate any excess or duplicate payments to the Developer by March 31st of the following year. The payments provided for herein are expressly conditioned on Developer not being prohibited by any governmental agency or body or other party from selling its medical marijuana or adult-use cannabis products to the public, and is expressly conditioned upon Developer receiving the benefit of exclusivity under this Agreement (each a “**Condition**” and together the “**Conditions**”).
- 4.2 Subject to Section 4.1, Developer shall ensure that the Township receives all of Operations Payments, in an amount never to be less than three and six tenths percent (3.6%) of gross sales, pursuant to Ohio Revised Code Section 3780.23(C)(2), for as long as the dispensary remains in operation, regardless of any changes or amendment to Ohio law governing the collection and distribution of the Host Community Cannabis Fund.
- 4.3 Notwithstanding the above, in the event the Township enacts a tax on cannabis retail business activity at a rate higher than is generally applicable to all other retail business activity in the Township, then the Parties agree

to negotiate in good faith to amend this Agreement to reduce the amounts described in this Article 4 by the amount of such new taxes on cannabis retail business activity.

- 4.4 In lieu of a forming a Joint Economic Development District (“**JEDD**”) for the Site, Developer agrees to make an initial payment of \$60,000 to the Township prior to the issuance of any occupancy or zoning certificate for related community improvements to compensate the Township for public safety, infrastructure improvements, and future development costs related to Developer’s use of the Site as a dual-use dispensary. In addition, Developer agrees to make annual payments of \$60,000 (the “**Annual Contribution Amount**”) beginning on the first anniversary of the opening of the retail operations at the Site, which funds shall be used exclusively for public safety, infrastructure improvements, and future development costs related to Developer’s use of the Site as a dual-use dispensary. The Annual Contribution Amount is due within 30 days of the anniversary date of the opening of the retail operations of the Site.

ARTICLE 5 TERM

- 5.1 The initial term of this Agreement (the “**Initial Term**”) shall be for a period of five (5) years, beginning on the date in which the dual-use dispensary commences business operations at the Site.
- 5.2 Developer and the Township shall have ten (10) options to renew this Agreement for periods of one (1) year (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”). The Agreement shall automatically renew for successive one (1) year terms unless either party provides a written notice to non-renew within six (6) months prior to the date of expiration. Each Renewal Term shall be subject to the same terms and conditions as the Initial Term.
- 5.3 On the termination of this Agreement, zoning shall no longer be considered valid for the Site. Operation as an adult-use cannabis operator shall end immediately at the termination of this Agreement. Developer’s cessation of operations upon termination shall not be deemed a default or give rise to any further liability beyond the termination of operations.

ARTICLE 6 TERMINATION OF AGREEMENT

- 6.1 This Agreement may be terminated under the following circumstances:
- a. The revocation or termination of this Agreement by either Party in deciding not to renew the Term under Article 5 of this Agreement;
 - b. Developer ceasing to operate its adult-use cannabis dispensary at the Site;
 - c. The revocation or termination of Developer’s operation or dual-use dispensary by the Department of Cannabis Control;
 - d. The effective date of any change in the law by the General Assembly, Ohio voters, any Ohio agency, a court of competent jurisdiction, or for any other reason that would prohibit the sale of adult-use cannabis on the Site; or,
 - e. The effective date of the final judgment of a court of competent jurisdiction that determines that this Agreement or the Colerain Township Zoning Resolution is invalid.

ARTICLE 7
NOTICES

- 7.1 All notices, consents, requests, instructions, approvals and other communications provided for herein, and all legal process in regard thereto, to be validly given, made or served must be in writing and delivered personally or sent by certified mail, postage prepaid, or sent by overnight courier, addressed to such party at the address listed below or addressed to such other addresses as is specified in writing from either party to the other.

Notice to the Township:

Jeff Weckbach
Colerain Township Administrator
4200 Springdale Road
Colerain Township, Ohio 45251

Notice to the Township's Attorney:

Brodi J. Conover
Colerain Township Law Director
Bricker Graydon LLP
2 East Mulberry Street
Lebanon, Ohio 45036

Notice to the Developer:

FW Green Investments LLC
Attn: Steve Aneviski
12171 Omniplex Ct,
Cincinnati, OH 45240
Email: steve@kingcitygardens.com

Notice to FW Green Investments LLC dba The Garden by KCG's Attorney:

Kohnen & Patton LLP
Attn: Aaron Monk
201 East Fifth St, Suite 800
Cincinnati, Ohio 45202
Email: amonk@kplaw.com

- 7.2 Notices will be deemed given (i) on the date received if notice is given by hand delivery, or (ii) on the date of receipt or refusal if by certified mail or with an overnight courier service. Should the address of either party for the purposes herein change, such party will give written notice to the other of the new address.

ARTICLE 8
MISCELLANEOUS

- 8.1 Zoning Laws: Developer will be subject to and must comply with the Colerain Township Zoning Resolution.

- 8.2 Odor Management: Developer shall conform with Ohio Revised Code Section 3767.13. In the event the Township becomes aware of an alleged violation by Developer of applicable law relating to odors, it shall provide Developer with written notice of the nature and extent of the alleged violation with sufficient detail to permit Developer to investigate and remediate the alleged violation. If, the Developer fails to respond or fails to remediate the alleged violation within a reasonable timeframe, then the Developer understands that the Township may attempt to recover its actual damages arising from the Developer's violation of applicable law relating to odor control.
- 8.3 Regulatory Compliance: The Developer shall comply with applicable state laws and regulations relative to medical marijuana dispensaries and adult-use cannabis operators.
- 8.4 Assignment: The Township and Developer each binds itself, its partners, successors, assigns and legal representatives of such other Party with respect to all covenants of this Agreement. Neither the Township nor Developer shall assign, sublet or transfer its rights or obligations under this Agreement without the written consent of the other; provided, however, that the Developer shall have the right to assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets of the Developer (by merger or otherwise).
- 8.5 Entire Agreement: This Agreement represents the entire and integrated Agreement between the Township and Developer on the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Township and Developer.
- 8.6 Severability: If any part of this Agreement is declared invalid for any reason, such invalidity shall not affect the validity of the remainder of this Agreement. The other parts of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part. The Parties intend and desire that the remaining parts of this Agreement continue to be effective without any part or parts that have been declared invalid.
- 8.7 Governing Law: This Agreement shall be governed by the laws of the State of Ohio. Venue for any disputes shall be exclusively in Hamilton County, Ohio.
- 8.8 Counterparts: This Agreement may be executed by electronic signatures (e.g., DocuSign) and in multiple counterparts, facsimile, electronic transmission, pdf format, or otherwise, each of which shall constitute one and the same instrument.
- 8.9 Waiver: Waiver by either Party of the performance of any covenant, condition or promise of the other Party shall not be deemed a waiver by such waiving Party of any other breach or default by the other Party (whether preceding or succeeding and whether not of the same or similar nature).
- 8.10 Independent Legal Counsel: The Parties acknowledge that they have had the opportunity to be represented by counsel in connection with the transactions contemplated herein and that this Agreement shall be interpreted according to its fair construction and shall not be construed more strictly against the non-drafting Party.
- 8.11 Permits: The Township shall diligently process Developer's applications for all permits and licenses. Nothing in this Agreement relieves Developer of the obligation to comply with all requirements and application procedures set forth by the Township.

8.12 Changes in Laws: The Township may be subject to subsequently enacted state or federal laws or regulations that may preempt the Township rules, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, the Township shall provide the Developer with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with this Agreement. Promptly thereafter, Township and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided neither Township nor Developer shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, Township and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If Township, in its judgment, determines it necessary to modify this Agreement to address such conflict, Township shall have the right and responsibility to do so. The Township also agrees to process, in accordance with the provisions of this Agreement, Developer' proposed changes to the Site that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Jeff Weckbach, Administrator
Colerain Township

Date: _____

FW Green Investments LLC dba The Garden by KCG

By: Steve Anerski
Its: Managing Member
Date: 9/18/2025

Approved as to form:

Brodi J. Conover
Law Director, Colerain Township

DEVELOPMENT

Department: Development

Department
Director:

Strategic Plan Goal:

Motion to set a Public Hearing for October 14, 2025 at 6:00pm for a Major Modification to the Final Development Plan at 6401 Colerain Avenue, CZC-89-4, Mt. Airy Kroger.

Rationale:

DEVELOPMENT

Department: Development

Department
Director:

Strategic Plan Goal:

Motion to set a Public Hearing for October 14, 2025 at 6:00pm for a Major Modification to Final Development Plan at 10345 Colerain Avenue, CZC-05-6, Klei Mowers

Rationale:

DEVELOPMENT

Department: Development

Department
Director:

Strategic Plan Goal:

Motion to set a Public Hearing for October 14, 2025 at 6:00pm for Zoning Commission Case CZC-25-9, Zone Text Amendment to update administrative signage compliance regulations

Rationale:

DEVELOPMENT

Department: Development

Department
Director:

Strategic Plan Goal:

Motion to set a Public Hearing for October 14, 2025 at 6:00pm for Zoning Commission Case CZC-25-10, Zone Text Amendment to update Administrative Waiver regulations

Rationale:

DEVELOPMENT

Department: Development

Department
Director:

Strategic Plan Goal:

Motion to set a Public Hearing for October 14, 2025 at 6:00pm for Zoning Commission Case CZC-25-11, Zone Text Amendment to modify setback requirements for swimming pools

Rationale:

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:

This Resolution would amend appropriations in three TIF Funds:

2901 (TIF- Kroger) - reduce appropriations by \$43,049, to \$415,658, to align appropriations with revenue.
2905 (TIF- Northridge) - reduce appropriations by \$11,249, to \$71,814, to align appropriations with revenue.
2907 (TIF- Dunlap Grove) - increase appropriations by \$161,280, to \$294,280, to pay for a portion of the Springdale Road sidewalk project.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of September 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mrs. Cathy Ulrich, Mr. Daniel Unger, Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 25

**RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS
FOR THE YEAR 2025**

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 permanent appropriations for the year ending December 31, 2025, to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	APPROPRIATIONS
1000	General	9,392,455
2011	Motor Vehicle License Tax	758,922
2021	Gasoline Tax	792,958
2031	Road and Bridge	2,304,815
2081	Police District	11,975,880
2111	Fire District	17,787,010
2181	Zoning	516,021
2231	Permissive Motor Vehicle License Tax	871,944
2261	Law Enforcement Trust	211,100
2271	Enforcement and Education	2,000
2274	American Rescue Plan	6.41
2281	Ambulance And Emergency Medical Services	1,469,938
2401	Special Assessment - Lighting Districts	165,360
2402	CDBG Sidewalk Maintenance Fund	30,000
2901	TIF - Kroger	415,658
2902	Recycling Incentive	112,475
2903	TIF - Colerain Towne Center	528,406
2904	TIF - Duke	205,000

2905	TIF - Northridge	71,814
2906	Sidewalk Waiver	34,949.99
2907	TIF – Dunlap Grove	294,280
2908	CDBG Com Dev Block Grant	100,000
2909	One Ohio Opioid Settlement	50,000
2910	TIF - Zillig	29,000
2911	Parks & Services	1,356,505
2912	Community Center	326,999
2913	TIF - Abbeytown	290,000
2914	TIF - Hunters Ridge	67,000
2915	TIF - Lake Gloria	16,033
2916	TIF - Crosley Meadows	274,141
2917	TIF - Copper Creek	35,289
2918	TIF - Pottinger	-
2919	TIF- Staverman Farms	-
3101	Bond Retirement	732,175
4101	Capital Project- Fire Fund	1,607,830
6001	Self-Insurance Fund	2,668,066

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 September 2025.

BOARD OF TRUSTEES:

Cathy Ulrich, Trustee

Daniel Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution approved as to form:

Brodi Conover
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 September 2025. 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

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Resolution to Establish Taylor Glen Phase 2 Lighting District

Recommend ADOPTION of the Resolution.

Rationale:

As part of the Taylor Glen Development, the developer is seeking to install street lighting at their expense. Per Duke Energy, the on-going costs of the street lights would need to be transferred to the property owners in the development through the establishment of a lighting district. Per ORC, the Trustees are required to adopt a resolution to establish this lighting district. This development is still going through the final subdivision process and the assessment list will be available once the parcels are fully subdivided and established.



OHIO LIGHTING SERVICE AGREEMENT

Customer Information:
COLERAIN TOWNSHIP
4200 SPRINGDALE RD
CINCINNATI, OH 45251
GPARLIN@HPADG.COM

Project Information:
VILLAS AT TAYLOR GLEN, PH 2
10133 POTTINGER RD
COLERAIN TWP, OH 45251

Account Number:
9101 1821 5766

Installation Number:
7010986697

Work Order Number:
53400499

Duke Energy Representative Contact Info:
Jacob Swabb

This Lighting Service Agreement is hereby entered into this 19th day of June, 2025, between Duke Energy (hereinafter called the "Company") and COLERAIN TOWNSHIP (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule UOLS (OHEO_UDES) and Service Regulations, or its successor, as the same is on file with the Ohio Public Service Commission (PUBLIC UTILITY COMMISSION OF OHIO) and as may be amended and subsequently filed with the PUBLIC UTILITY COMMISSION OF OHIO.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the PUBLIC UTILITY COMMISSION OF OHIO.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name _____ Date Signed _____

Customer Signature _____ Date Signed _____

Duke Energy Representative _____ Date Signed _____

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges						
Initial the selected Term	Minimum Service Term	Monthly Equipment charge	Total Early Termination Charges	Total One Time Charges	Total Equipment charge based on term	Monthly Energy & Maintenance Charge
☐	Onetime Lump Sum for Equipment	\$3,213.06	\$0.00	\$3,213.06		\$6.62
☐	1 Years (12) Months	\$280.01	\$0.00	\$0.00	\$3,360.12	\$6.62
☐	3 Years (36) Months	\$91.92	\$0.00	\$0.00	\$3,309.12	\$6.62
☐	5 Years (60) Months	\$60.08	\$0.00	\$0.00	\$3,604.80	\$6.62
☐	7 Years (84) Months	\$46.54	\$0.00	\$0.00	\$3,909.36	\$6.62
☐	10 Years (120) Months	\$35.99	\$0.00	\$0.00	\$4,318.80	\$6.62

OHEO_UDES - Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	1	LFIX-TRAD-LED-50-BLK-III-3000K-M	See Above	\$6.49	\$0.13	\$6.62	\$6.62
		Subtotal Based On Quantity:	\$0	\$6.49	\$0.13		
		Estimated Monthly Charge					\$6.62
*Tariff riders and applicable taxes are not included, which may cause the amounts to fluctuate.							

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Material	
Quantity	Description
1	Ground Rod Underground
1	Light Pole Style A Direct Buried Smooth Aluminum 15ft long Black 3in dia tenon
1	Light Pole Shroud Standard Black w/Leveling Plate 6in top diameter, for Direct Buried Style A Smooth and Fluted 15ft, 18
1	Light Fixture Photocell Smart Control for Internal and External Socket Fixtures less than 450W TRG
10	(UOP) LIGHTING ONLY: 2in x 10ft long Rigid Heavy Wall Schedule 40 PVC Conduit. Estimate by Total Footage Needed.
10	Lighting Contract Only: UG Labor for Placing 0-3in Rigid Conduit in Trench. Estimate per Linear ft
1	UG Labor Lighting Cable inside pole
20	Cable Lighting 6 Aluminum Duplex
1	Light Fixture Traditional LED 50W Black Type III 3000K

Special Instructions :

Lumpsum amount of \$3,213.06 to be paid by: Taylor Glen Development, LLC, By: HPA Development Group, Inc.

Date: 6/19/25

Managing Member

Lumpsum Payer Signature: Graham S. L.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

**OUTDOOR LIGHTING UOLS SERVICE AGREEMENT**

PROPOSALS ARE VALID FOR 90 DAYS FROM THE DATE ON THE AGREEMENT AND MUST BE SIGNED AND RETURNED BEFORE THE PROPOSAL EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

See Section I, below for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Upon request the location information or drawing will be provided for the proposed placement of this lighting equipment.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate.

A. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

Impact Watts = the energy used by the lamp watts plus ballast watts.

- Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.
- Annual kWh divided by twelve (12) months equals monthly kWh.
- Annual watt hours divided by 1000 hours equal annual kilowatt hours (kWh).
- Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

LIGHTING LAYOUT DESIGN DISCLAIMER

Company will install the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number, and types of lights). Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum foot-candle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company (including Company's parent, subsidiary and affiliate companies and all of their respective employees, officers, directors and agents) from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

SECTION II. – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

- 2.1 HOURS OF OPERATION are the typical dusk-to-dawn photoelectric cell automatically operated System or as prescribed by a schedule agreed upon by the company and the customer. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I – B, above) or metered using actual energy usage plus a monthly meter charge or based upon a calculation related to an agreed upon schedule of usage and the luminaire impact wattage.

SECTION III. – ENERGY USAGE COST CALCULATION

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.
- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

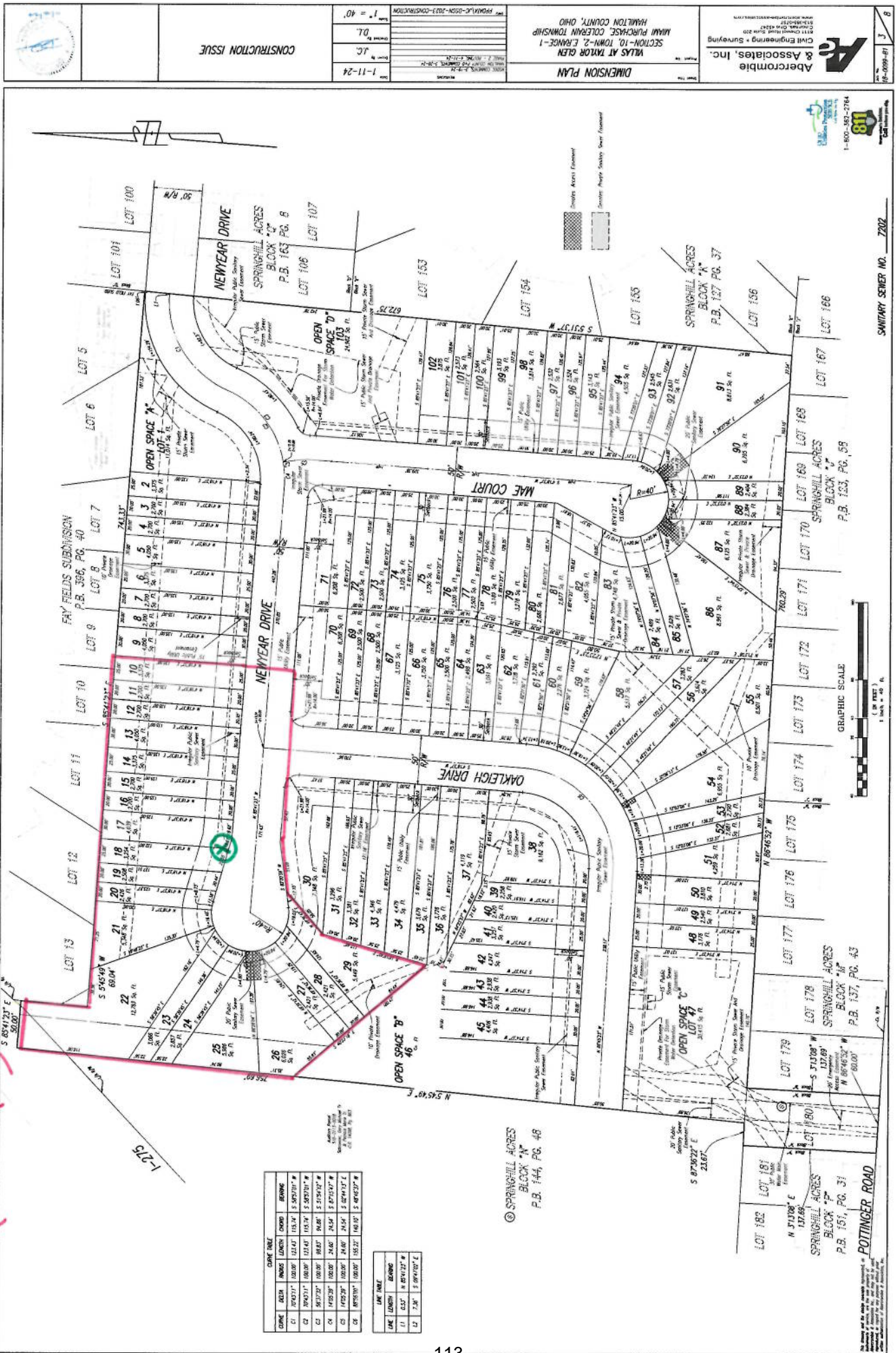
THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion of Company, plus System removal costs.
3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
4. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
5. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
6. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
7. If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
8. Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
9. Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
10. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
11. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
12. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
13. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
14. Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
15. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
16. Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

PHASE 2A
(20 LOTS)
(1) STREET LIGHT
PARCEL 510.0113.0435



CURVE	DATA	ANGLE	CHORD	BEARING
C1	29.0211'	100.00'	121.47'	S 89.0211' W
C2	29.0211'	100.00'	121.47'	S 89.0211' W
C3	29.0211'	100.00'	121.47'	S 89.0211' W
C4	29.0211'	100.00'	121.47'	S 89.0211' W
C5	29.0211'	100.00'	121.47'	S 89.0211' W
C6	29.0211'	100.00'	121.47'	S 89.0211' W

LINE	LENGTH	BEARING
L1	0.53'	S 89.0211' W
L2	7.36'	S 89.0211' W

© SPRINGHILL ACRES
BLOCK #2
P.B. 144, PG. 48

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
1115 Commercial Road, Suite 200
Baltimore, MD 21202
1-800-382-2784

DIMENSION PLAN
WILLYS AT TAYLOR GLEN
SECTION 10, TOWN 2, RANGE 1
MIAMI PURCHASE, COLEMAN TOWNSHIP
HAMILTON COUNTY, OHIO

Scale	1" = 40'
Drawn by	D.L.
Check by	J.C.
Date	1-11-24

CONSTRUCTION ISSUE

SANITARY SEWER NO. 7202

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of _____ 2025, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mrs. Cathy Ulrich, Mr. Daniel Unger, Mr. Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 25

RESOLUTION FOR STREETLIGHTING
TAYLOR GLEN PHASE 2 DISTRICT

WHEREAS, A hearing having been had upon a petition praying that the Colerain Township Board of Trustees take all lawful and proper proceedings to light artificially the streets and public ways in an unincorporated district in this Township, following notice and actual view taken, and the Township Trustees findings for Taylor Glen:

1. That the petition was filed with the Township Fiscal Officer on August 7, 2025, and the Board of Trustees was duly notified by her of such filing and a copy of the petition was sent to it on August 26, 2025; and
2. That the petition was signed by owners of more than one half of the feet front of the lots and lands abutting on the street and public way of the aforesaid district, and that the petition complied with law in specifying the metes and bounds of the district but included no lands more than 660 feet from, nor any lands not abutting on, the street and public way in such district; and
3. That notice of a hearing before said Board of Trustees on said petition for September 23, 2025, was duly and timely served on all lot owners and corporation affected by said proposed improvement and was duly and timely published according to law.

THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES:

1. That the proposed improvement to light artificially the street and public way in the district is necessary, and accordingly grants the petition; that the number of lights necessary to light properly the said street and public way is one (1) and that the lights shall be of the nature and configuration as described within the attached contract and map.
2. 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
3. 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.
4. 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 _____, 2025.

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:

Brodi Conover
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 _____, 2025.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal: Strategic Goal #4: Continuously Improve the Operations of the Township

Motion Establishing Trick or Treat Hours from 6-8pm on October 31, 2025

Recommend ADOPTION of the Motion.

Rationale:

Annually, the Board of Trustees will establish the hours for Trick or Treating in Colerain Township. Consistent with past practice, these hours are recommended for 6-8pm on October 31st.

CONSENT ITEMS

Department: Fire
Department Director: Allen Walls, Fire Chief

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

Donation Acceptance - Department of Fire and EMS - Cincinnati Moose Lodge #2 - \$1,548.18

Recommend approval of all consent items.

Rationale:

Colerain Township Department of Fire and EMS is grateful for a \$1,548.18 donation from Cincinnati Moose Lodge #2.

CONSENT ITEMS

Department: Police
Department Director: Ed Cordie, Police Chief

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

Donation Acceptance - Police Department - Cincinnati Moose Lodge #2 - \$1,548.18
Recommend approval of all consent items.

Rationale:
Colerain Police Department is grateful for a \$1,548.18 donation from Cincinnati Moose Lodge #2.