COLERAIN
TOWNSHIP ~ OHIO

TRUSTEES
Cathy Ulrich
Daniel Unger
Matt Wahlert

FISCAL OFFICER
Jeffrey D. Baker

ADMINISTRATOR
Jeff Weckbach

Regular Meeting of the Board of Trustees - September 8, 2026

1. **Opening of Meeting**
2. **Pledge of Allegiance** 6PM
3. **Meditation (Moment of Silence)**
4. **Moment of Positivity** Harbor Youth Program - Over the past several months, the Township has partnered with Harbor Youth to support youth with disabilities to provide them with real world job experience to help prepare them for their long term careers. This group of individuals helped provide needed assistance throughout our parks and facilities.
5. **Approval of Minutes**
6. **Public Hearings**
    a. Public Hearing - Taylor Glen Phase 2B Lighting District
    b. Resolution to Establish Taylor Glen Phase 2B Lighting District
    c. Public Hearing for Zoning Commission Case CZC-26-11, Text Amendment to the Colerain Township Zoning Resolution Section 4.8.5(F) to modify the regulations for changeable copy board signs
    d. Resolution to APPROVE/DENY Zoning Commission Case CZC-26-11, Text Amendment to the Colerain Township Zoning Resolution Section 4.8.5(F) to modify the regulations for changeable copy board signs
    e. Public Hearing for Zoning Commission Case CZC-26-12, a Zoning Map Amendment to 11650 Hamilton Avenue from PD (Planned District) to CBM (Corridor Mixed)
    f. Resolution to APPROVE/DENY Zoning Commission Case CZC-26-12, a Zoning Map Amendment to 11650 Hamilton Avenue from PD (Planned District) to CBM (Corridor Mixed)
    g. Public Hearing for Zoning Commission Case CZC-26-13, Zoning Map Amendment to rezone all NBM-zoned parcels fronting Hamilton Avenue between Crest Road and John Gray Road from NBM Neighborhood Mixed District to CBM Corridor Mixed, together with a limited number of nearby SUR-zoned parcels from SUR Single Unit Residential District to CBM Corridor Mixed
    h. Resolution to APPROVE/DENY Zoning Commission Case CZC-26-13, Zoning Map Amendment to rezone all NBM-zoned parcels fronting Hamilton Avenue between Crest Road and John Gray Road from NBM Neighborhood Mixed District to CBM Corridor Mixed, together with a limited number of nearby SUR-zoned parcels from SUR Single Unit Residential District to CBM Corridor Mixed

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i. Public Hearing for Zoning Commission Case CZC-26-14, Zoning Map Amendment to rezone all LIT-zoned parcels fronting or adjacent to Harrison Road / Avenue from LIT Light Intensity Industrial to CBM Corridor Mixed

j. Resolution to APPROVE/DENY Zoning Commission Case CZC-26-14, Zoning Map Amendment to rezone all LIT-zoned parcels fronting or adjacent to Harrison Road / Avenue from LIT Light Intensity Industrial to CBM Corridor Mixed

7. Presentations

a. Presentation on Ohio Open Doors Week by the Coleraine Historical Society

b. Proclamation Recognizing Crimestoppers

8. Citizens Address

9. Administrative Reports

10. Trustees' Report

11. New Business

Public Safety

a. Resolution Declaring Nuisance and Ordering Abatement

Public Services

a. First Reading - Resolution Adopting Park Sponsorship Package

Development

Administration

12. Old Business

13. Consent Items

a. Contract - AEP - Township Building Natural Gas - One Year Term

b. Contract - IH21 - Health Screenings - $350 - NO EXP

c. Promotion - Fire & EMS Chief - Will Mueller - $64.86/hour

d. Wage Adjustment - Cindy Miller - $44.26/hour

e. Donation Acceptance - Police Department - Cincinnati Moose Lodge No. 2 - $1,715.80

14. Fiscal Office Report

15. Executive Session – if needed

16. 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 Phase 2B 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 via email on August 18, 2026 by the Board of Trustees. This public hearing is required before action can be taken.

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

Resolution to Establish Taylor Glen Phase 2B 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.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the __ day of _____ 2026, 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. _____- 26

RESOLUTION FOR STREETLIGHTING
TAYLOR GLEN PHASE 2B 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 13, 2026, and the Board of Trustees was duly notified by the Fiscal Officer of such filing and a copy of the petition was sent to it on August 18, 2026; 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 8, 2026, 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 three (3) 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 _____, 2026.

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 _____, 2026.

_____
Jeff Baker
Colerain Township Fiscal Officer

DUKE ENERGY.

Agreement # DEMOH60284984

OHIO LIGHTING SERVICE AGREEMENT

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

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

Installation Number:
7011458113

Account Number:
9101 8077 1952

Duke Energy Representative Contact Info:
Sara Meyers

Work Order Number: 60284984

This Lighting Service Agreement is hereby entered into this 15th day of May, 2026, 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 One Time Charges	Total Equipment charge based on term	Monthly Energy & Maintainance Charge
☑	Onetime Lump Sum for Equipment	$11,301.63	$11,301.63		$21.03
☐	1 Years (12) Months	$984.90	$0.00	$11,818.80	$21.03
☐	3 Years (36) Months	$323.33	$0.00	$11,639.88	$21.03
☐	5 Years (60) Months	$211.34	$0.00	$12,680.40	$21.03
☐	7 Years (84) Months	$163.70	$0.00	$13,750.80	$21.03
☐	10 Years (120) Months	$126.60	$0.00	$15,192.00	$21.03

OHEO_UDES - Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	3	LFIX-TRAD-LED-50-BLK-III-3000K-M	See Above	$6.88	$0.13	$7.01	$21.03
		Subtotal Based On Quantity:	$0	$20.64	$0.39		
		Estimated Monthly Charge					$21.03
*Tariff riders and applicable taxes are not included, which may cause the amounts to fluctuate.							

Summary of Material	
Quantity	Description
3	Ground Rod Underground for Lighting
3	Light Pole Shroud Standard Black w/Leveling Plate 6in top diameter, for Direct Buried Style A Smooth and Fluted 15ft, 18
3	Light Pole Style A Direct Buried Smooth Aluminum 15ft long Black 3in dia tenon
477	Cable Lighting 6 Aluminum Duplex
221	(UOP) LIGHTING ONLY: 2in x 10ft long Rigid Heavy Wall Schedule 40 PVC Conduit. Estimate by Total Footage Needed.
3	Light Fixture Traditional LED 50W Black Type III 3000K

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Special Instructions :

Lumpsum amount of $11,301.63 to be paid by: HPA DEVELOPMENT GROUP, INC

Date: 5/19/26

Lumpsum Payer Signature: Graham S Pugh
Vice President

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 watt hours divided by 1000 hours equal annual kilowatt hours (kWh).
- Annual kWh divided by twelve (12) months equals monthly 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.

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 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.

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PUBLIC HEARINGS

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

Public Hearing for Zoning Commission Case CZC-26-11, Text Amendment to the Colerain Township Zoning Resolution Section 4.8.5(F) to modify the regulations for changeable copy board signs

Recommend motion to open and hold the Public Hearing

Rationale:

The Zoning Commission held a Public Hearing on Case CZC-26-11 on August 18, 2026 and unanimously recommended approval of the Text Amendment to the Board of Trustees.

COLERAIN TOWNSHIP ~ OHIO

CZC-26-11

CASE SUMMARY

Zoning Commission

Changeable Copy Boards
Text Amendment

Staff & Hearing Information

Department:	Planning & Zoning
Staff:	David Peters, Zoning Commission Administrator
Hearing Date:	July 21, 2026

Case Information

Case Title:	Changeable Copy Boards
Application Type:	Text Amendment

Application Summary

Staff recommends that the Zoning Commission forward a recommendation of APPROVAL to the Board of Trustees for Case CZC-26-11, a text amendment to Section 4.8.5(F) – Changeable Copy Boards of the Colerain Township Zoning Resolution. The proposed amendment would revise Section 4.8.5(F)(2) to permit changes to displayed copy no more than once per minute, replacing the existing limitation of once per hour. All other standards applicable to changeable copy board signs would remain unchanged.

Included Documents

To review this case in full, please consult the accompanying appendices:

1. **Appendix A**: *Current Zoning Text*
2. **Appendix B**: *Proposed Zoning Text*
3. **Appendix C**: *Comparison Document*

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

Prepared in advance of the Colerain Township Zoning Commission's consideration,



David Peters, Senior Planner

COLERAIN TOWNSHIP ~ OHIO

CZC-26-11

STAFF REPORT

Zoning Commission

Changeable Copy Boards
Text Amendment

Staff & Hearing Information

Department:	Planning & Zoning
Staff:	David Peters, Zoning Commission Administrator
Hearing Date:	July 21, 2026

Case Information

Case Title:	Changeable Copy Boards
Application Type:	Text Amendment

Proposed Action

Staff recommends that the Zoning Commission forward a recommendation of APPROVAL to the Board of Trustees for Case CZC-26-11, a text amendment to Section 4.8.5(F) – Changeable Copy Boards of the Colerain Township Zoning Resolution. The proposed amendment would revise Section 4.8.5(F)(2) to permit changes to displayed copy no more than once per minute, replacing the existing limitation of once per hour. All other standards applicable to changeable copy board signs would remain unchanged.

Case Summary & History

Case CZC-26-11 is a Township-initiated text amendment intended to modernize the operational standards applicable to changeable copy board signs under Section 4.8.5(F) of the Colerain Township Zoning Resolution. The existing regulation permits manually, mechanically, or electronically changeable copy to be incorporated into an identification monument sign, subject to specific operational standards. For electronic copy, the Resolution currently requires a black background; prohibits flashing, scrolling, movement, or other appearances of motion; limits maximum brightness to 2,000 nits and requires automatic dimming controls and glare shields; and requires the changeable copy area to count toward the maximum permitted sign face area. Section 4.8.5(F)(2) additionally provides that displayed copy may be changed no more than once per hour.

Staff identified this interval as unnecessarily restrictive for contemporary changeable copy signs, particularly where the sign otherwise complies with the Township's standards addressing motion, brightness, glare, and total sign area. On July 21, 2026, the proposed amendment was presented to the Zoning Commission for initiation. The purpose identified at initiation was to review the permitted frequency of message changes and related operational requirements applicable to changeable copy board signs. Following that review, the proposed amendment has been narrowed to a straightforward modification of the message-change interval. The proposed standard would permit copy to change once per minute, providing substantially greater flexibility for property owners and businesses while maintaining the Resolution's existing safeguards against flashing, scrolling, animated, excessively bright, or oversized electronic signage.

Proposed Section(s) to Amend

Section 4.8.5(F) – Changeable Copy Boards

Attachments

For a comprehensive understanding of the proposed text amendment, please refer to the following appendices:

1. **Appendix A**: *Current Zoning Text* – The existing language prior to amendment.
2. **Appendix B**: *Proposed Zoning Text* – The revised language as proposed.

3. **Appendix C**: *Comparison Document* – A side-by-side comparison outlining additions (bolded), deletions (struck through), and descriptions of changes to tables or graphics.

Staff Findings

Support for Zoning Resolution Modernization Initiatives

The Comprehensive Plan specifically calls for the Township to modernize the Zoning Resolution and bring its regulations into closer alignment with the Township's contemporary planning objectives. It further recommends development regulations that provide appropriate flexibility while preserving the integrity and character of surrounding areas. Revising the message-change interval from once per hour to once per minute is a limited modernization of the sign regulations that preserves all existing protections governing electronic display characteristics.

Encouragement of Redevelopment and Reuse

Modern sign regulations can support the continued use and reinvestment of existing commercial properties by allowing businesses and organizations to communicate changing information through existing permitted signage. The proposed amendment provides additional flexibility to update displayed information while leaving unchanged the standards controlling the physical size and brightness of the sign. This is consistent with the Comprehensive Plan's emphasis on creating a regulatory environment that supports business activity and reinvestment.

Preservation of Established Neighborhood

The proposed increase in message change frequency does not eliminate the safeguards intended to limit potential impacts of electronic signage on surrounding properties. Electronic copy must continue to be displayed against a black background and may not flash, scroll, move, or otherwise create the appearance of motion. Existing brightness, automatic dimming, glare-control, and maximum sign-area requirements also remain in effect. Staff finds that retaining these standards provides an appropriate balance between increased operational flexibility and protection of surrounding neighborhoods and community character.

Staff Recommendation

Staff recommends **APPROVAL** of the requested text amendment to the Zoning Resolution as shown in Appendix B.

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



David Peters, Senior Planner

Staff & Hearing Information

Department:	Planning & Zoning
Staff:	David Peters, Zoning Commission Administrator
Hearing Date:	July 21, 2026

Case Information

Case Title:	Changeable Copy Boards
Application Type:	Text Amendment

Current Zoning Text

F. Changeable copy boards. Copy boards that change manually, mechanically, or electronically may be incorporated into a single identification monument sign, and shall comply with the following:

1. Electronic copy shall be displayed only against a black background and shall not flash, scroll, move, or otherwise create the appearance of motion;
2. Changes to displayed copy shall occur no more than once per hour; and
3. Maximum brightness shall not exceed two thousand (2,000) nits and shall include automatic dimming controls and glare shields equipped with a photocell responsive to ambient light conditions.
4. The area of the changeable copy board shall count towards the maximum permitted sign face surface area as shown in Table 4.8.5-A.

COLERAIN TOWNSHIP ~ OHIO

CZC-26-11

APPENDIX B

Proposed Text

Changeable Copy Boards
Text Amendment

Staff & Hearing Information

Department:	Planning & Zoning
Staff:	David Peters, Zoning Commission Administrator
Hearing Date:	July 21, 2026

Case Information

Case Title:	Changeable Copy Boards
Application Type:	Text Amendment

Proposed Zoning Text

F. Changeable copy boards. Copy boards that change manually, mechanically, or electronically may be incorporated into a single identification monument sign, and shall comply with the following:

1. Electronic copy shall be displayed only against a black background and shall not flash, scroll, move, or otherwise create the appearance of motion;
2. Changes to displayed copy shall occur no more than once per minute; and
3. Maximum brightness shall not exceed two thousand (2,000) nits and shall include automatic dimming controls and glare shields equipped with a photocell responsive to ambient light conditions.
4. The area of the changeable copy board shall count towards the maximum permitted sign face surface area as shown in Table 4.8.5-A.

Staff & Hearing Information

Department:	Planning & Zoning
Staff:	David Peters, Zoning Commission Administrator
Hearing Date:	July 21, 2026

Case Information

Case Title:	Changeable Copy Boards
Application Type:	Text Amendment

Comparison Between Current & Proposed Text

F. Changeable copy boards. Copy boards that change manually, mechanically, or electronically may be incorporated into a single identification monument sign, and shall comply with the following:

1. Electronic copy shall be displayed only against a black background and shall not flash, scroll, move, or otherwise create the appearance of motion;
2. Changes to displayed copy shall occur no more than once per ~~hour~~ **minute**; and
3. Maximum brightness shall not exceed two thousand (2,000) nits and shall include automatic dimming controls and glare shields equipped with a photocell responsive to ambient light conditions.
4. The area of the changeable copy board shall count towards the maximum permitted sign face surface area as shown in Table 4.8.5-A.

PUBLIC HEARINGS

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

Resolution to APPROVE/DENY Zoning Commission Case CZC-26-11, Text Amendment to the Colerain Township Zoning Resolution Section 4.8.5(F) to modify the regulations for changeable copy board signs

Recommend ADOPTION of the Resolution.

Rationale:

The resolution intends to revise Section 4.8.5(F)(2) to permit changes to displayed copy no more than once per minute, replacing the existing limitation of once per hour. All other standards applicable to changeable copy board signs would remain unchanged.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in Regular session at 6:00 P.M., on the 8th day of September, 2026, 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 APPROVING CASE NUMBER CZC-26-11, A TEXT AMENDMENT TO THE COLERAIN TOWNSHIP ZONING RESOLUTION TO MODIFY SECTION 4.8.5(F) REGARDING THE FREQUENCY OF MESSAGE CHANGES ON CHANGEABLE COPY BOARDS

WHEREAS, Case CZC-26-11 proposes to amend Section 4.8.5(F)(2) of the Colerain Township Zoning Resolution to permit displayed copy on changeable copy boards to change no more than once per minute, replacing the existing limitation of once per hour, while leaving all other applicable standards unchanged; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees on September 8, 2026 conducted its public hearing on the recommendation of the Colerain Township Zoning Commission in Case Number CZC-26-11, which voted 5-0 to recommend approval, and after consideration of the recommendation and all public comments, exhibits, and other materials submitted, voted ___-___ to approve the proposed amendment to the Colerain Township Zoning Resolution; and

WHEREAS, the amendment to the Colerain Township Zoning Resolution approved by the Board of Trustees is set forth in Exhibit "A", attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Board does hereby approve Case Number CZC-26-11, an amendment to the Colerain Township Zoning Resolution, as set forth in Exhibit "A", for the reason that the text amendment is in the best interest of the Township and the health, safety, morals, and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and

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

1. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administrator; and

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 Section 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; and

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: Ms. Cathy Ulrich _____, Mr. Dan Unger _____, Mr. Matthew Wahlert _____

ADOPTED this 8th day of September, 2026.

BOARD OF TRUSTEES:

_____
Ms. Cathy Ulrich, Trustee

_____
Mr. Dan Unger, Trustee

_____
Mr. Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

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 8th day of September, 2026.

_____

Jeff Baker
Colerain Township Fiscal Officer

COLERAIN TOWNSHIP ~ OHIO

CZC-26-11
EXHIBIT A

Changeable Copy Boards
Text Amendment

Staff & Hearing Information

Department:	Development
Staff:	David Miller, Development Director
Hearing Date:	September 8, 2026

Case Information

Case Title:	Changeable Copy Boards
Application Type:	Text Amendment

Adopted Zoning Text

F. Changeable copy boards. Copy boards that change manually, mechanically, or electronically may be incorporated into a single identification monument sign, and shall comply with the following:

1. Electronic copy shall be displayed only against a black background and shall not flash, scroll, move, or otherwise create the appearance of motion;
2. Changes to displayed copy shall occur no more than once per minute; and
3. Maximum brightness shall not exceed two thousand (2,000) nits and shall include automatic dimming controls and glare shields equipped with a photocell responsive to ambient light conditions.
4. The area of the changeable copy board shall count towards the maximum permitted sign face surface area as shown in Table 4.8.5-A.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in Regular session at 6:00 P.M., on the 8th day of September, 2026, 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 DENYING CASE NO. CZC-26-11, A TEXT AMENDMENT TO THE COLERAIN TOWNSHIP ZONING RESOLUTION TO MODIFY SECTION 4.8.5(F) REGARDING THE FREQUENCY OF MESSAGE CHANGES ON CHANGEABLE COPY BOARDS

WHEREAS, Case CZC-26-11 proposes to amend Section 4.8.5(F)(2) of the Colerain Township Zoning Resolution to permit displayed copy on changeable copy boards to change no more than once per minute, replacing the existing limitation of once per hour, while leaving all other applicable standards unchanged; and

WHEREAS, the Colerain Township Zoning Commission conducted a public hearing on the proposed text amendment on August 18, 2026, and after staff presentation, public comments, exhibits, and other materials were submitted, voted 5-0 to recommend to the Board of Trustees approval of the proposed text amendment; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees on September 8, 2026 conducted its public hearing on the unanimous recommendation from the Colerain Township Zoning Commission in Case Number CZC-26-11, and after consideration of the recommendation and all public comments, exhibits, and other materials submitted, voted ___-___ to deny the Colerain Township Zoning Text Amendment.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Board does not adopt nor approve the amendment to the Colerain Township Zoning Resolution attached hereto as Exhibit "A"; and

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the text amendment attached hereto as Exhibit "A", for the reason that the text

amendment would not be in the best interest of the Township and the health, safety, morals, and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and,

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 Section 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; and

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: Ms. Cathy Ulrich _____, Mr. Dan Unger _____, Mr. Matthew Wahlert _____

ADOPTED this 8th day of September, 2026.

BOARD OF TRUSTEES:

_____
Ms. Cathy Ulrich, Trustee

_____
Mr. Dan Unger, Trustee

_____
Mr. Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

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 8th day of September, 2026.

_____

Jeff Baker
Colerain Township Fiscal Officer

Staff & Hearing Information

Department:	Development
Staff:	David Miller, Development Director
Hearing Date:	September 8, 2026

Case Information

Case Title:	Changeable Copy Boards
Application Type:	Text Amendment

Adopted Zoning Text

F. Changeable copy boards. Copy boards that change manually, mechanically, or electronically may be incorporated into a single identification monument sign, and shall comply with the following:

1. Electronic copy shall be displayed only against a black background and shall not flash, scroll, move, or otherwise create the appearance of motion;
2. Changes to displayed copy shall occur no more than once per minute; and
3. Maximum brightness shall not exceed two thousand (2,000) nits and shall include automatic dimming controls and glare shields equipped with a photocell responsive to ambient light conditions.
4. The area of the changeable copy board shall count towards the maximum permitted sign face surface area as shown in Table 4.8.5-A.

DENIED

PUBLIC HEARINGS

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

Public Hearing for Zoning Commission Case CZC-26-12, a Zoning Map Amendment to 11650 Hamilton Avenue from PD (Planned District) to CBM (Corridor Mixed)

Recommend motion to open and hold the Public Hearing

Rationale:

The Zoning Commission held a Public Hearing on Case CZC-26-12 on August 18, 2026 and unanimously recommended approval of the Text Amendment to the Board of Trustees.

COLERAIN TOWNSHIP ~ OHIO

CZC-26-12
STAFF REPORT
Zoning Commission

Ritter's Frozen Custard
Zoning Map Amendment
& Planned District Dissolution

Staff & Hearing Information

Department:	Development
Staff:	David Peters, Senior Planner
Hearing Date:	August 18, 2026

Case Information

Case Title:	PD-00-2 - Ritter's Frozen Custard
Application Type:	Zoning Map Amendment / Planned District Dissolution
Applicant:	Colerain Township Zoning Commission
Property Owner:	Ebenezer Granite, LLC.
Parcel Numbers to Rezone:	510-0012-0226-00
Location:	Northeast of the intersection of Hamilton Av. & Crest Rd.
Acreage to Rezone:	0.627 acres
Current Zoning:	PD - Planned District
Proposed Zoning:	CBM - Corridor Mixed

Proposed Action

Staff recommends that the Zoning Commission forward a recommendation of APPROVAL to the Board of Trustees for Case CZC-26-12 to amend the Official Zoning Map for Parcel 510-0012-0226-00, consisting of approximately 0.627 acres, from PD – Planned District to CBM – Corridor Mixed, and to dissolve the Planned District as it applies to the subject property.

The proposed action would replace the property's legacy, site-specific Planned District regulations with the contemporary standards of the CBM District. Any future use, redevelopment, expansion, or site modification would be subject to the applicable provisions of the Colerain Township Zoning Resolution and any other required review processes.

Case Summary & History

Case CZC-26-12 is a Township-initiated zoning map amendment and Planned District dissolution involving the property associated with Ritter's Frozen Custard near the northeast corner of Hamilton Avenue and Crest Road. The zoning history of the property extends to Case 11-88, when the Rural Zoning Commission approved a change from residential zoning to an "EE" Planned Retail Business District on March 22, 1989. In 2000, a Final Development Plan for Case ZA2000-02 – Ritter's Frozen Custard was filed for the purpose of developing an ice cream shop on Hamilton Avenue. Hamilton County Regional Planning Commission recommended approval of the request unanimously on July 6, 2000. The Colerain Township Zoning Commission subsequently voted 3-2 to recommend denial on July 18, 2000.

The Board of Trustees conducted a public hearing on September 12, 2000 and ultimately approved the request through Resolution No. 38-00, adopted September 26, 2000. The approval included numerous site-specific conditions and limitations, including requirements related to landscaping, lighting, signage, sidewalks and buffering. Most notably, the resolution prohibited the sale of seasonal items and limited use of the property to the sale of ice-cream-related goods. This plan was never completed and a restaurant was never built on the site. The current property owner is working towards developing the

site to be used as "Fabrication Retail", a use that is approved by right in the underlying zoning district. The current Planned District has no benefit to the owner and no benefit to the Township.

The property owner has been informed of the zoning history and proposed action, and on June 29, 2026, the owner or authorized representative signed an acknowledgment confirming support for the Township initiating and processing the proposed amendment from PD to CBM. The acknowledgment expressly recognizes that the amendment remains subject to the public zoning amendment process and preserves the owner's right to participate in the public hearings.

Site Description

The subject property consists of approximately 0.627 acres identified as Hamilton County Auditor Parcel 510-0012-0226-00 and is located northeast of the intersection of Hamilton Avenue and Crest Road. The parcel is relatively flat, and fronting the east side of Hamilton Avenue. The parcel is also situated near the boundary between Colerain Township and Springfield Township. The site is located within an established developed corridor rather than an isolated or undeveloped area.

Surrounding Conditions

Direction	Zoning	Land Use
North	NBM - Neighborhood Mixed *	Religious Place of Worship
South	PD - Planned District	Automotive Fuel Service
East	C-PUD (Springfield Township)	Vacant
West	NBM - Neighborhood Mixed *	Restaurant

Staff Findings

Alignment with the Comprehensive Plan
Staff finds that the proposed amendment is consistent with the overall direction of *Imagine Colerain*. The Land Use Element recognizes that land-use policy should consider surrounding development, roadway context, property characteristics, proximity to major transportation corridors, and the potential impacts of future uses. The Plan further recognizes that overly parcel specific land-use policies can hinder development processes and make it difficult to respond to changing conditions. Replacing a highly individualized Planned District with a contemporary corridor zoning classification is consistent with this broader approach to land-use administration.

Hamilton Avenue Redevelopment
The Comprehensive Plan specifically identifies redevelopment of Hamilton Avenue as a priority and calls for redevelopment efforts to occur in coordination with neighboring Forest Park and Springfield Township. The Plan additionally recommends preparation of a redevelopment strategy for Hamilton Avenue addressing redevelopment opportunities, property assemblage, design and commercial property maintenance. Establishing a modern corridor based zoning framework rather than retaining a development specific Planned District advances the regulatory foundation necessary for that long-term redevelopment objective.

Administrative Efficiency & Reduced Red Tape
The Comprehensive Plan directs the Township to create development processes that are resident and business friendly. The existing Planned District contains site specific requirements dating to the year 2000, including a restriction limiting the property to the sale of ice-cream related goods. Continuing that framework could require future Planned District amendments for changes that can more appropriately be evaluated under the Township's current generally applicable zoning standards. Dissolution of the legacy PD therefore creates a clearer and more predictable administrative framework without eliminating zoning review or development standards.

Staff finds that the proposed amendment is consistent with the goals and recommendations of the Imagine Colerain Comprehensive Plan. The amendment corrects the property's zoning designation, removes a narrowly tailored legacy Planned District, establishes a modern regulatory framework for an existing Hamilton Avenue commercial property, and supports the Township's broader objectives for regulatory modernization, economic development, corridor reinvestment, and coordinated land-use planning.

Staff Recommendation

Staff recommends **APPROVAL** of the proposed zoning map amendment.

Attachments

1. **Appendix A:** Applicant Consent Form
2. **Appendix B:** Current Zoning Map
3. **Appendix C:** Proposed Zoning Map

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



David Peters, Senior Planner

I, Selvin Perez, as owner or authorized representative of the property located at **510-0012-0226-00** acknowledge that Colerain Township staff has informed me that the property is currently zoned PD – Planned District, despite having previously been shown on the County's zoning database as NBM – Neighborhood Mixed.

I understand that Colerain Township may initiate a corrective zoning map amendment to rezone the property from PD – Planned District to CBM – Corridor Mixed. I further understand that this amendment would be processed through the public zoning amendment procedure and would require action by the appropriate Township bodies.

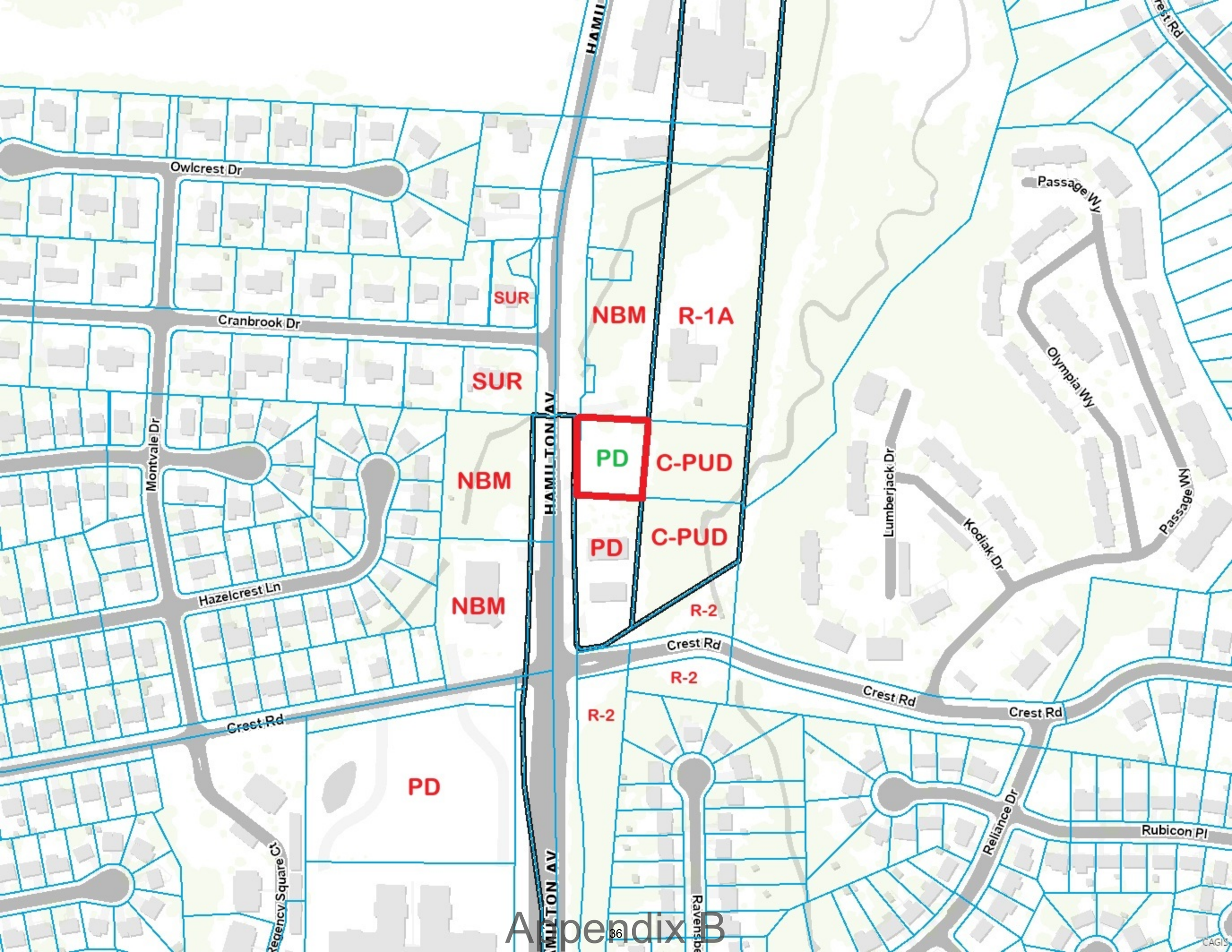
By signing below, I confirm that I support Colerain Township initiating and processing the proposed zoning map amendment. I understand that I am not required to file a separate zoning map amendment application, and that my signature does not waive my right to participate in any public hearing or provide additional comments regarding the proposed amendment.

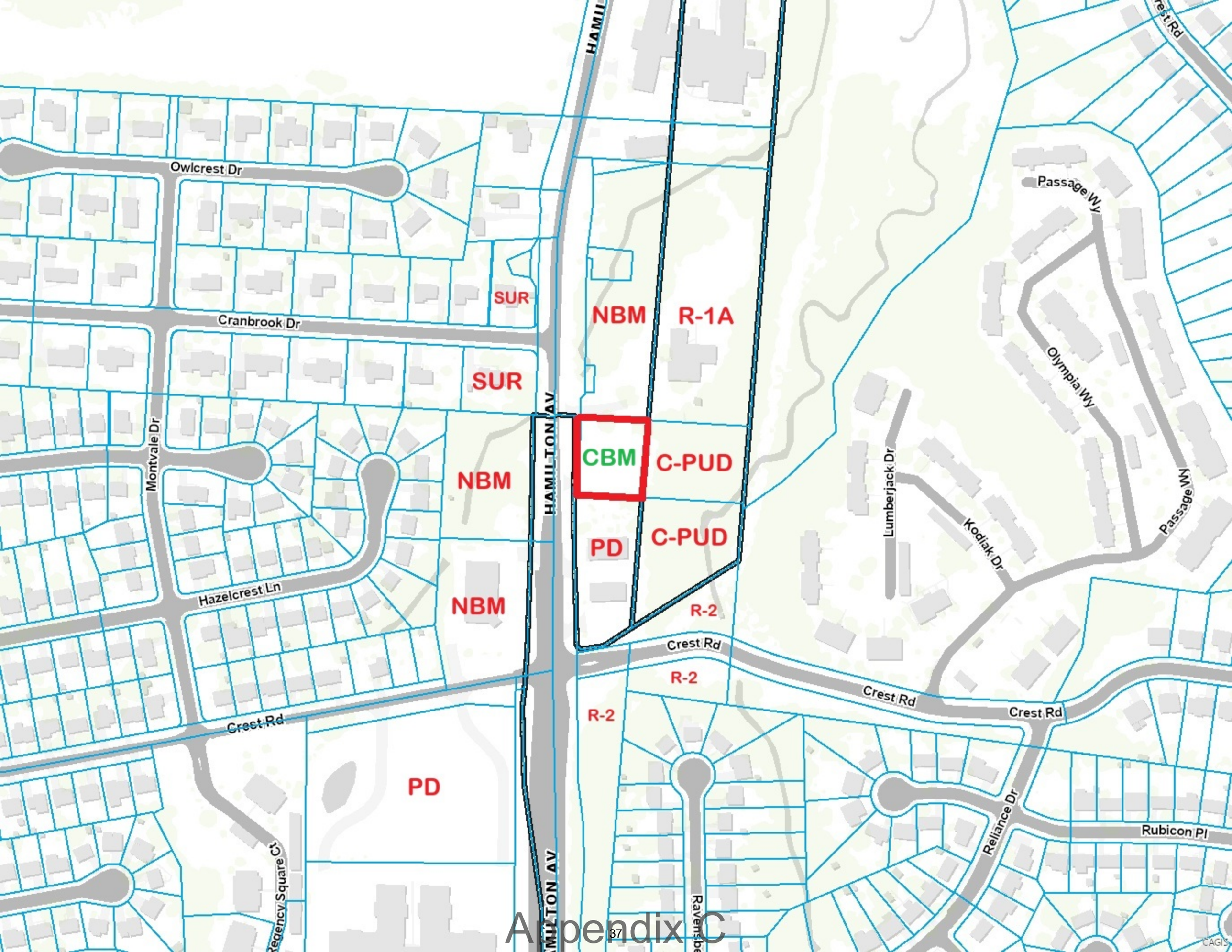
Owner / Authorized Representative: Selvin Perez

Printed Name: Selvin Perez

Title, if applicable: Property Owner

Date: 6-29-2026


Owlcrest Dr
Cranbrook Dr
Montvale Dr
Hazelcrest Ln
Crest Rd
Regency Square Ct
HAMILTON AV
SUR
SUR
NBM
NBM
NBM
R-1A
PD
C-PUD
PD
C-PUD
R-2
R-2
R-2
PD
Crest Rd
Crest Rd
Crest Rd
Passage Wy
Olympia Wy
Lumberjack Dr
Kodiak Dr
Passage Wy
Reliance Dr
Rubicon Pl
Ravensbe


Owlcrest Dr
Cranbrook Dr
Montvale Dr
Hazelcrest Ln
Crest Rd
Regency Square Ct
HAMILTON AV
Passage Wy
Olympia Wy
Lumberjack Dr
Kodiak Dr
Reliance Dr
Rubicon Pl
Ravensbe
SUR
SUR
NBM
R-1A
CBM
C-PUD
NBM
PD
C-PUD
NBM
R-2
R-2
R-2
PD

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

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

Resolution to APPROVE/DENY Zoning Commission Case CZC-26-12, a Zoning Map Amendment to 11650 Hamilton Avenue from PD (Planned District) to CBM (Corridor Mixed)

Recommend ADOPTION of the Resolution.

Rationale:

This resolution intends to replace the property's legacy, site-specific Planned District regulations with the contemporary standards of the CBM District. Any future use, redevelopment, expansion, or site modification would be subject to the applicable provisions of the Colerain Township Zoning Resolution and any other required review processes.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in Regular session at 6:00 P.M., on the 8th day of September, 2026, 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 APPROVING CASE NUMBER CZC-26-12, A MAP AMENDMENT TO THE COLERAIN TOWNSHIP ZONING MAP AND DISSOLUTION OF PLANNED DISTRICT PD-00-2 FOR PROPERTY LOCATED NORTHEAST OF THE INTERSECTION OF HAMILTON AVENUE AND CREST ROAD

WHEREAS, Case CZC-26-12 proposes to amend the Official Zoning Map for Hamilton County Auditor Parcel 510-0012-0226-00, consisting of approximately 0.627 acres and located northeast of the intersection of Hamilton Avenue and Crest Road, from PD – Planned District to CBM – Corridor Mixed, and to dissolve Planned District PD-00-2 as it applies to the subject property; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees on September 8, 2026 conducted its public hearing on the recommendation of the Colerain Township Zoning Commission in Case Number CZC-26-12, which voted 5-0 to recommend approval, and after consideration of the recommendation and all public comments, exhibits, and other materials submitted, voted ___-___ to approve the proposed amendment to the Colerain Township Zoning Map; and

WHEREAS, the amendment to the Colerain Township Zoning Map approved by the Board of Trustees is set forth in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, in the year 2000, the Board of Trustees approved Case ZA2000-02 through Resolution No. 38-00 for the development of Ritter's Frozen Custard on the subject property, subject to site-specific conditions and restrictions; and

WHEREAS, Ritter's Frozen Custard was never developed, the site has remained vacant, and the district contains obsolete, site-specific regulations including a restriction limiting the property to the sale of ice-cream-related goods.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Board does hereby approve Case Number CZC-26-12, an amendment to the Colerain Township Zoning Map, as set forth in Exhibit "A", for the reason that the map amendment is in the best interest of the Township and the health, safety, morals, and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and

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

1. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administrator; and

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 Section 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; and

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: Ms. Cathy Ulrich _____, Mr. Dan Unger _____, Mr. Matthew Wahlert _____

ADOPTED this 8th day of September, 2026.

BOARD OF TRUSTEES:

_____
Ms. Cathy Ulrich, Trustee

_____
Mr. Dan Unger, Trustee

_____
Mr. Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

APPROVED AS TO FORM:

_____
Brodi Conover,
Colerain Township Law Director

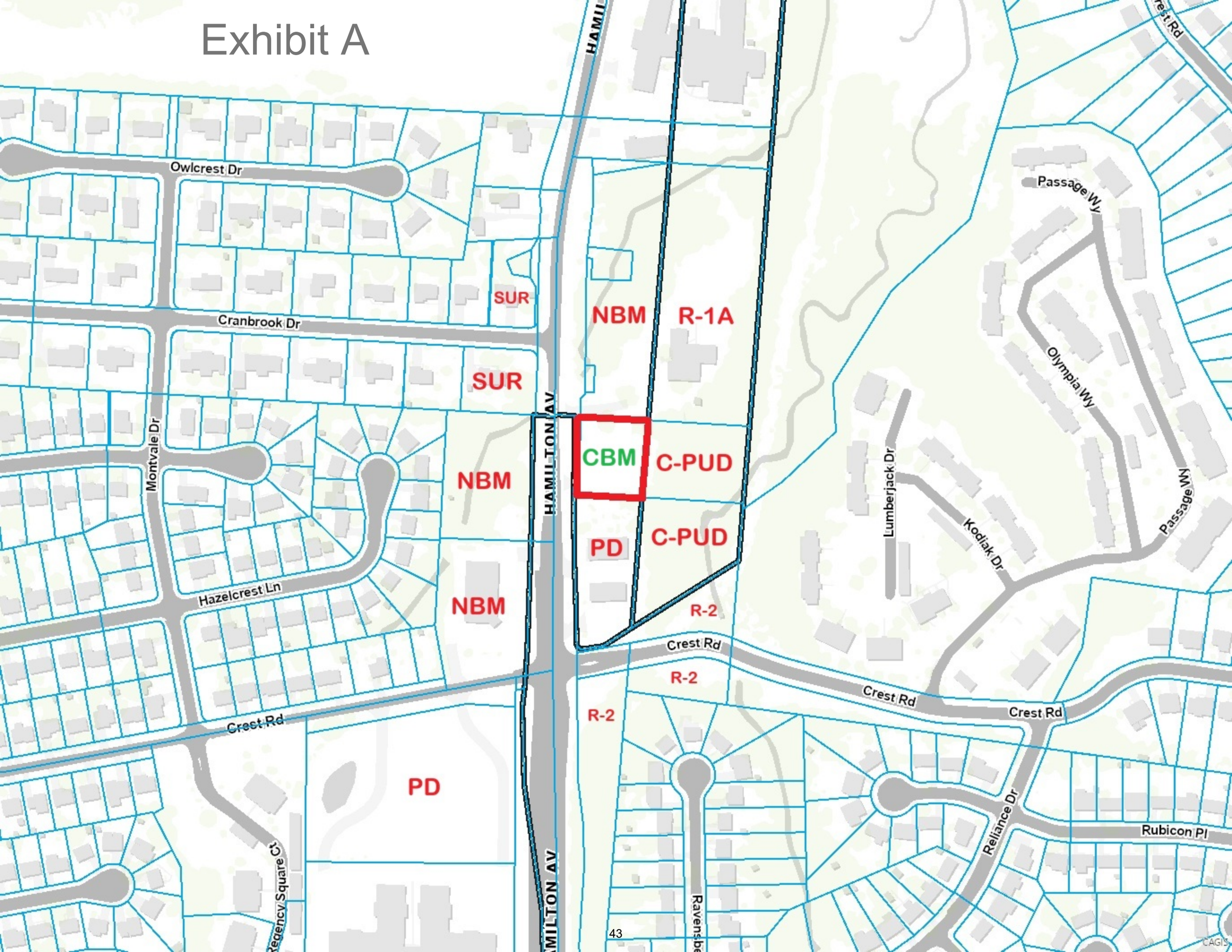
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 8th day of September, 2026.

_____

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A


Owlcrest Dr
Cranbrook Dr
Montvale Dr
Hazelcrest Ln
Crest Rd
Regency Square Ct
HAMILTON AV
Passage Wy
Olympia Wy
Lumberjack Dr
Kodiak Dr
Ravensberg Dr
Reliance Dr
Rubicon Pl
SUR
SUR
NBM
NBM
R-1A
CBM
C-PUD
PD
C-PUD
R-2
R-2
R-2
PD

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in Regular session at 6:00 P.M., on the 8th day of September, 2026, 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 DENYING CASE NUMBER CZC-26-12, A MAP AMENDMENT TO THE COLERAIN TOWNSHIP ZONING MAP AND DISSOLUTION OF PLANNED DISTRICT PD-00-2 FOR PROPERTY LOCATED NORTHEAST OF THE INTERSECTION OF HAMILTON AVENUE AND CREST ROAD

WHEREAS, Case CZC-26-12 proposes to amend the Official Zoning Map for Hamilton County Auditor Parcel 510-0012-0226-00, consisting of approximately 0.627 acres and located northeast of the intersection of Hamilton Avenue and Crest Road, from PD – Planned District to CBM – Corridor Mixed, and to dissolve Planned District PD-00-2 as it applies to the subject property; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees on September 8, 2026 conducted its public hearing on the recommendation of the Colerain Township Zoning Commission in Case Number CZC-26-12, which voted 5-0 to recommend approval, and after consideration of the recommendation and all public comments, exhibits, and other materials submitted, voted ___-___ to deny the proposed amendment to the Colerain Township Zoning Map; and

WHEREAS, the Board of Trustees finds that the proposed map amendment would not be in the best interest of the Township and the health, safety, morals, and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and

WHEREAS, in the year 2000, the Board of Trustees approved Case ZA2000-02 through Resolution No. 38-00 for the development of Ritter's Frozen Custard on the subject property, subject to site-specific conditions and restrictions; and

WHEREAS, Ritter's Frozen Custard was never developed, the site has remained vacant, and the district contains obsolete, site-specific regulations including a restriction limiting the property to the sale of ice-cream-related goods.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio does hereby deny Case Number CZC-26-12, the proposed amendment to the Colerain Township Zoning Map; and

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 Section 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; and

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: Ms. Cathy Ulrich _____, Mr. Dan Unger _____, Mr. Matthew Wahlert _____

ADOPTED this 8th day of September, 2026.

BOARD OF TRUSTEES:

_____
Ms. Cathy Ulrich, Trustee

_____
Mr. Dan Unger, Trustee

_____
Mr. Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

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 8th day of September, 2026.

_____

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A

DENIED

Owlcrest Dr
Cranbrook Dr
Montvale Dr
Hazelcrest Ln
Crest Rd
Regency Square Ct
HAMILTON AV
Passage Wy
Olympia Wy
Lumberjack Dr
Kodiak Dr
Reliance Dr
Rubicon Pl
Ravensbe

SUR
SUR
NBM
R-1A
CBM
C-PUD
NBM
PD
C-PUD
NBM
R-2
R-2
R-2
PD

PUBLIC HEARINGS

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

Public Hearing for Zoning Commission Case CZC-26-13, Zoning Map Amendment to rezone all NBM-zoned parcels fronting Hamilton Avenue between Crest Road and John Gray Road from NBM Neighborhood Mixed District to CBM Corridor Mixed, together with a limited number of nearby SUR-zoned parcels from SUR Single Unit Residential District to CBM Corridor Mixed

Recommend motion to open and hold the Public Hearing

Rationale:

The Zoning Commission held a Public Hearing on Case CZC-26-13 on August 18, 2026 and unanimously recommended approval of the Text Amendment to the Board of Trustees.

COLERAIN TOWNSHIP ~ OHIO

CZC-26-13

STAFF REPORT

Zoning Commission

Hamilton Avenue Corridor
Zoning Map Amendment

Staff & Hearing Information

Department:	Development
Staff:	David Peters, Senior Planner
Hearing Date:	August 18, 2026

Case Information

Case Title:	Hamilton Avenue Corridor Rezoning
Application Type:	Zoning Map Amendment
Applicant:	Colerain Township Zoning Commission
Property Owners:	Multiple Property Owners
Parcels to Rezone:	47 Parcels
Location:	Hamilton Avenue corridor generally between Crest Road and John Gray Road, including a limited number of nearby parcels associated with the corridor.
Current Zoning:	37 parcels: NBM - Neighborhood Mixed 10 parcels: SUR - Single Unit Residential
Proposed Zoning:	CBM - Corridor Mixed

Proposed Action

Staff recommends that the Zoning Commission forward a recommendation of APPROVAL to the Board of Trustees for Case CZC-26-13 to amend the Official Zoning Map by rezoning forty-seven (47) parcels generally located along the Hamilton Avenue corridor between Crest Road and John Gray Road to CBM - Corridor Mixed. The amendment includes thirty-seven (37) parcels currently zoned NBM - Neighborhood Mixed and ten (10) parcels currently zoned SUR – Single Unit Residential.

The proposed action is intended to establish a more appropriate and consistent corridor oriented zoning framework for this portion of Hamilton Avenue. Approval of the amendment would not approve any specific development, redevelopment, use, site plan, or construction project. Future development and redevelopment would remain subject to all applicable provisions of the Colerain Township Zoning Resolution and any other required review processes. Existing lawful uses may continue in accordance with the applicable provisions of the Zoning Resolution.

Case Summary & History

Earlier in 2026, Colerain Township created the CBM - Corridor Mixed zoning district through Case CZC-26-4. The new district was created to provide a flexible mixed-use zoning option for commercial corridors and transitional areas outside of Colerain Avenue. CBM was specifically designed to allow a broader and more corridor-oriented mix of commercial, office, service, institutional, and compatible residential uses than the NBM - Neighborhood Mixed District, while remaining less intensive and less specialized than the Avenue Mixed districts applicable to Colerain Avenue.

At the time CBM was created, the amendment was text-only and did not rezone any property. The establishment of the district was intended to provide the Township with an additional zoning tool that could later be applied through individual zoning map amendments to corridors where the new district more accurately reflects the existing or desired development

pattern. The Hamilton Avenue corridor was identified as one of the principal areas where application of CBM should be considered.

Case CZC-26-13 represents implementation of that zoning strategy. The amendment proposes to rezone the existing NBM properties associated with the Hamilton Avenue corridor between Crest Road and John Gray Road to CBM. A limited number of nearby SUR-zoned parcels are also included where their location and relationship to the corridor make their continued inclusion within a single-unit residential zoning pattern less appropriate and where inclusion within the CBM district creates a more logical and cohesive zoning boundary.

The purpose of this amendment is to proactively align the zoning map with the long-term function of Hamilton Avenue as a mixed commercial, service, employment, institutional, and transitional corridor and to establish a contemporary regulatory framework for future investment and redevelopment.

Parcels Proposed for Rezoning

The following forty-seven (47) parcels are proposed to be rezoned to **CBM - Corridor Mixed:**

Parcel Number	Current Zoning District	Proposed Zoning District	Address
510-0011-0001-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	2335 John Gray Rd.
510-0011-0002-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	2373 John Gray Rd.
510-0011-0005-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	12045 Hamilton Av.
510-0011-0006-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	12073 Hamilton Av.
510-0011-0007-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	12011 Hamilton Av.
510-0011-0008-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11941 Hamilton Av.
510-0011-0241-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	12071 Hamilton Av.
510-0011-0464-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	2400 W Kemper Rd.
510-0011-0473-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0011-0474-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0011-0475-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0011-0477-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	2335 John Gray Rd.
510-0011-0479-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11929 Hamilton Av.
510-0012-0018-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11835 Hamilton Av.
510-0012-0019-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11780 Pippin Rd.
510-0012-0047-00	SUR - Single Unit Residential	CBM - Corridor Mixed	2307 Cranbrook Dr.
510-0012-0062-00	SUR - Single Unit Residential	CBM - Corridor Mixed	11717 Hamilton Av.
510-0012-0063-00	SUR - Single Unit Residential	CBM - Corridor Mixed	11733 Hamilton Av.
510-0012-0064-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11740 Hamilton Av.
510-0012-0065-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11784 Hamilton Av.
510-0012-0066-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11786 Hamilton Av.
510-0012-0067-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11798 Hamilton Av.
510-0012-0068-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11808 Hamilton Av.
510-0012-0069-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11820 Hamilton Av.
510-0012-0070-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11830 Hamilton Av.
510-0012-0099-00	SUR - Single Unit Residential	CBM - Corridor Mixed	2330 Cranbrook Dr.
510-0012-0100-00	SUR - Single Unit Residential	CBM - Corridor Mixed	2306 Cranbrook Dr.
510-0012-0140-00	SUR - Single Unit Residential	CBM - Corridor Mixed	2330 Cranbrook Dr.
510-0012-0141-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	2350 W Kemper Rd.
510-0012-0142-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11901 Hamilton Av.
510-0012-0143-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11905 Hamilton Av.

Parcel Number	Current Zoning District	Proposed Zoning District	Address
510-0012-0219-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11709 Hamilton Av.
510-0012-0220-00	SUR - Single Unit Residential	CBM - Corridor Mixed	—
510-0012-0221-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0012-0222-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0012-0223-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	2375 W Kemper Rd.
510-0012-0227-00	SUR - Single Unit Residential	CBM - Corridor Mixed	—
510-0012-0228-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0012-0229-00	SUR - Single Unit Residential	CBM - Corridor Mixed	—
510-0012-0230-00	SUR - Single Unit Residential	CBM - Corridor Mixed	—
510-0012-0231-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0012-0232-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0012-0233-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—
510-0012-0234-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11676 Hamilton Av.
510-0012-0237-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11865 Hamilton Av.
510-0012-0238-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	11885 Hamilton Av.
510-0021-0443-00	NBM - Neighborhood Mixed	CBM - Corridor Mixed	—

Surrounding Conditions

Because CZC-26-13 encompasses an extended corridor rather than a single development site, surrounding zoning and land-use conditions vary throughout the subject area. The affected parcels are situated along Hamilton Avenue and its adjoining street network within an area where residential neighborhoods interface with corridor oriented commercial, service, office, institutional, and other nonresidential activities.

The Township's Comprehensive Plan recognizes this development pattern and specifically identifies the Hamilton Avenue corridor as an area where redevelopment should be coordinated with neighboring Forest Park and Springfield Township. The proposed CBM district provides a transition oriented zoning framework intended to accommodate this type of corridor condition while retaining development standards addressing setbacks, buffering, lighting, landscaping, and other potential impacts on adjoining residential properties.

Staff Findings

Alignment with the Comprehensive Plan

Staff finds that the proposed amendment is consistent with the overall direction of *Imagine Colerain*. The Land Use Element states that land-use decisions should consider surrounding uses, roadway context, property characteristics, proximity to major traffic arteries, and the potential impacts of future uses. The proposed amendment applies those principles at a corridor scale by replacing a fragmented combination of neighborhood-oriented and residential zoning with a district specifically created for commercial corridor and transition areas.

Hamilton Avenue Redevelopment

The Comprehensive Plan specifically states that redevelopment of Hamilton Avenue should be a priority and should occur in concert with development efforts in neighboring Forest Park and Springfield Township. The Plan further recommends preparation of a redevelopment strategy for Hamilton Avenue addressing redevelopment opportunities, property assemblage, design, and commercial property maintenance. Applying CBM to this corridor establishes a more appropriate zoning foundation for implementation of those long term recommendations.

Strategic Implementation of Land Use Policy

The Land Use Element directs the Township to strategically modernize and apply land-use categories throughout its distinct character areas and to define major development areas and nodes of activity in a manner that provides seamless transitions between varying intensities. CBM was created in 2026 specifically to address corridor and transitional conditions that were not adequately served by the Township's previous zoning structure. This request represents a direct implementation of that policy by applying the newly created district to one of the corridors for which it was intended.

Improved Code Clarity & Organization

The Comprehensive Plan calls for a comprehensive review and modernization of the Township's land-use controls and specifically directs the Township to modernize the Zoning Resolution and create development processes that are resident and business friendly. The creation of CBM through CZC-26-4 was an important component of that modernization effort. Applying the district through this map amendment advances the same objective by creating a more coherent zoning pattern along Hamilton Avenue and making the intended regulatory framework easier for property owners, residents, staff, and prospective investors to understand.

Staff finds that the proposed amendment is consistent with the goals and recommendations of the *Imagine Colerain Comprehensive Plan*. The amendment implements the CBM district created earlier in 2026, establishes a more coherent zoning framework for the Hamilton Avenue corridor, supports future redevelopment and reinvestment, and better aligns the Official Zoning Map with the Township's long-term land-use strategy.

Staff Recommendation

Staff recommends **APPROVAL** of the proposed zoning map amendment to rezone the forty-seven (47) identified parcels from NBM – Neighborhood Mixed and SUR – Single Unit Residential to CBM – Corridor Mixed.

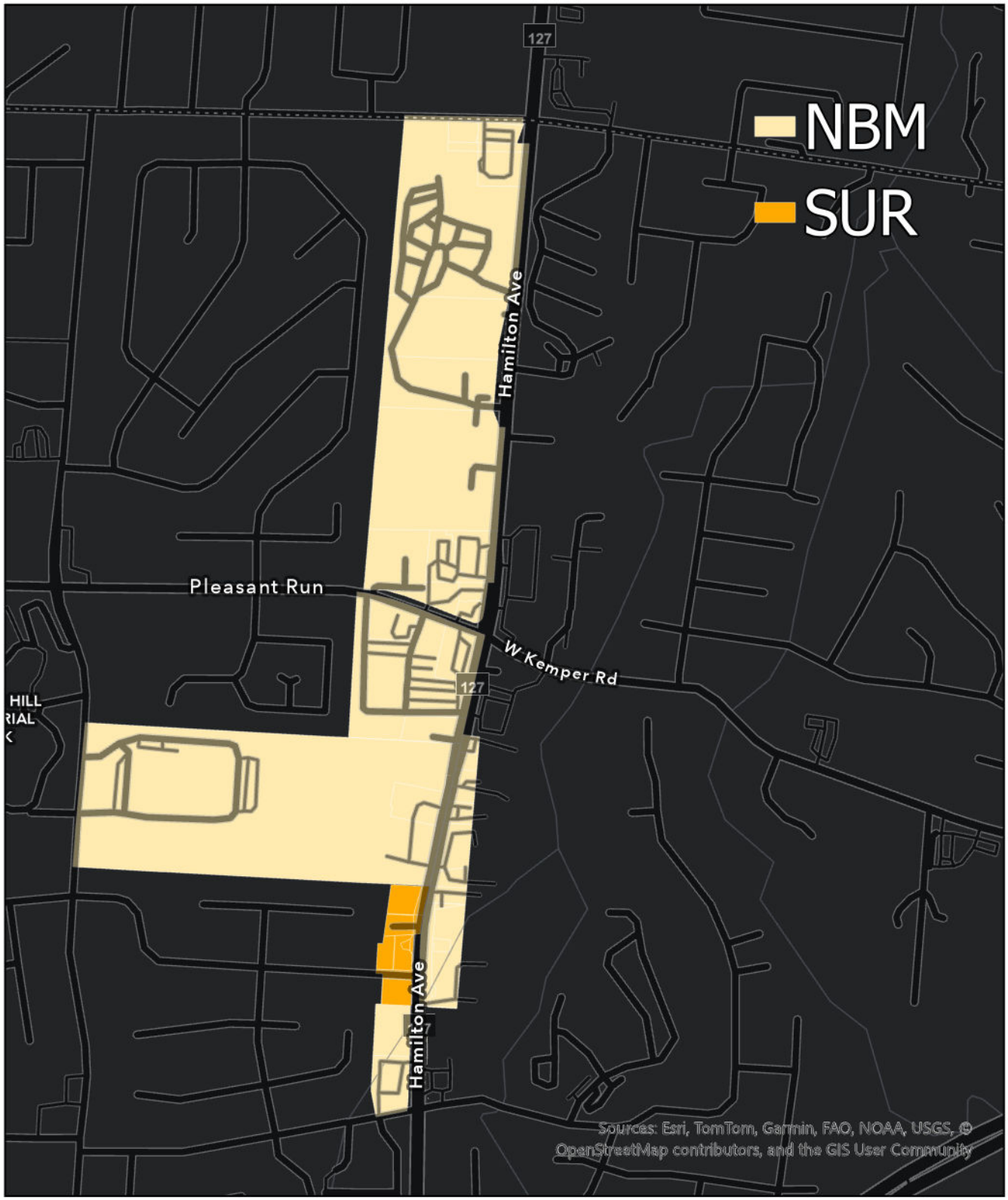
Attachments

1. **Appendix A:** Current Zoning Map
2. **Appendix B:** Proposed Zoning Map

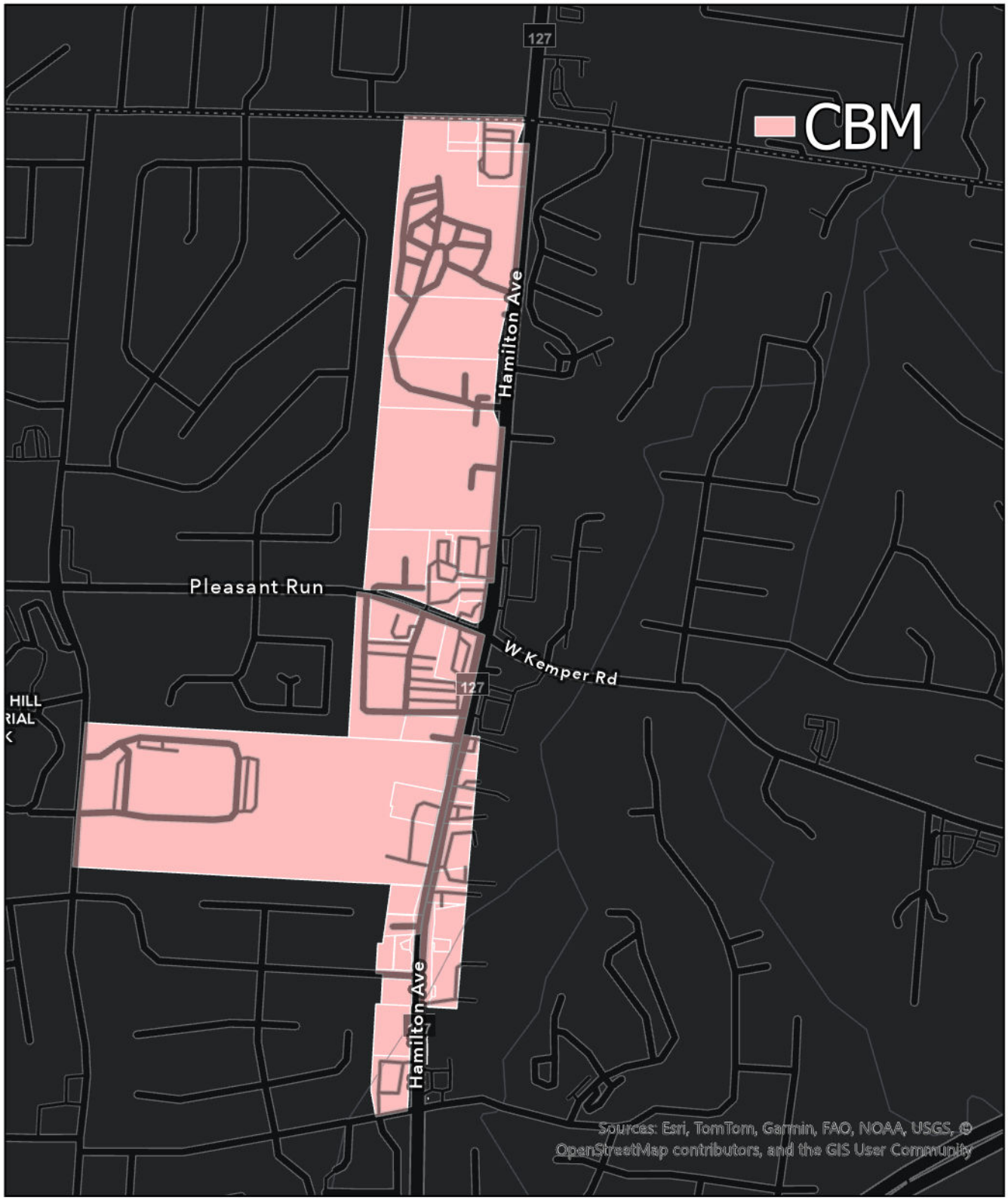
Respectfully submitted for the Colerain Township Zoning Commission’s consideration,



David Peters, Senior Planner


NBM
SUR
127
Hamilton Ave
Pleasant Run
W Kemper Rd
127
HILL
RIAL
Hamilton Ave
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N

Appendix A


CBM
127
Hamilton Ave
Pleasant Run
W Kemper Rd
127
HILL
RIAL
Hamilton Ave
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N

Appendix B

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

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

Resolution to APPROVE/DENY Zoning Commission Case CZC-26-13, Zoning Map Amendment to rezone all NBM-zoned parcels fronting Hamilton Avenue between Crest Road and John Gray Road from NBM Neighborhood Mixed District to CBM Corridor Mixed, together with a limited number of nearby SUR-zoned parcels from SUR Single Unit Residential District to CBM Corridor Mixed

Recommend ADOPTION of the Resolution.

Rationale:

This Resolution intends to amend the Official Zoning Map by rezoning forty-seven (47) parcels generally located along the Hamilton Avenue corridor between Crest Road and John Gray Road to CBM - Corridor Mixed. The amendment includes thirty-seven (37) parcels currently zoned NBM - Neighborhood Mixed and ten (10) parcels currently zoned SUR – Single Unit Residential. The proposed action is intended to establish a more appropriate and consistent corridor oriented zoning framework for this portion of Hamilton Avenue. Approval of the amendment would not approve any specific development, redevelopment, use, site plan, or construction project. Future development and redevelopment would remain subject to all applicable provisions of the Colerain Township Zoning Resolution and any other required review processes. Existing lawful uses may continue in accordance with the applicable provisions of the Zoning Resolution.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in Regular session at 6:00 P.M., on the 8th day of September, 2026, 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 APPROVING CASE NUMBER CZC-26-13, A MAP AMENDMENT TO THE COLERAIN TOWNSHIP ZONING MAP FOR FORTY-SEVEN (47) PARCELS GENERALLY LOCATED ALONG THE HAMILTON AVENUE CORRIDOR BETWEEN CREST ROAD AND JOHN GRAY ROAD

WHEREAS, Case CZC-26-13 proposes to amend the Official Zoning Map by rezoning forty-seven (47) parcels generally located along the Hamilton Avenue corridor between Crest Road and John Gray Road, including thirty-seven (37) parcels currently zoned NBM – Neighborhood Mixed and ten (10) parcels currently zoned SUR – Single Unit Residential, to CBM – Corridor Mixed; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees on September 8, 2026 conducted its public hearing on the recommendation of the Colerain Township Zoning Commission in Case Number CZC-26-13, which voted 5-0 to recommend approval, and after consideration of the recommendation and all public comments, exhibits, and other materials submitted, voted ___-___ to approve the proposed amendment to the Colerain Township Zoning Map; and

WHEREAS, the amendment to the Colerain Township Zoning Map approved by the Board of Trustees is set forth in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, earlier in 2026, the Township created the CBM – Corridor Mixed District through Case CZC-26-4 to provide a flexible, corridor-oriented zoning classification for commercial corridors and transitional areas outside of Colerain Avenue, but that text amendment did not rezone any property; and

WHEREAS, applying the CBM – Corridor Mixed District to the subject parcels will establish a more coherent zoning framework for the Hamilton Avenue corridor, support future redevelopment and reinvestment, and better align the Official Zoning Map with the Township's long-term land-use strategy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Board does hereby approve Case Number CZC-26-13, an amendment to the Colerain Township Zoning Map, as set forth in Exhibit "A", for the reason that the map amendment is in the best interest of the Township and the health, safety, morals, and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and

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

1. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administrator; and

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 Section 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; and

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: Ms. Cathy Ulrich _____, Mr. Dan Unger _____, Mr. Matthew Wahlert _____

ADOPTED this 8th day of September, 2026.

BOARD OF TRUSTEES:

_____
Ms. Cathy Ulrich, Trustee

_____
Mr. Dan Unger, Trustee

_____
Mr. Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

APPROVED AS TO FORM:

_____
Brodi Conover,
Colerain Township Law Director

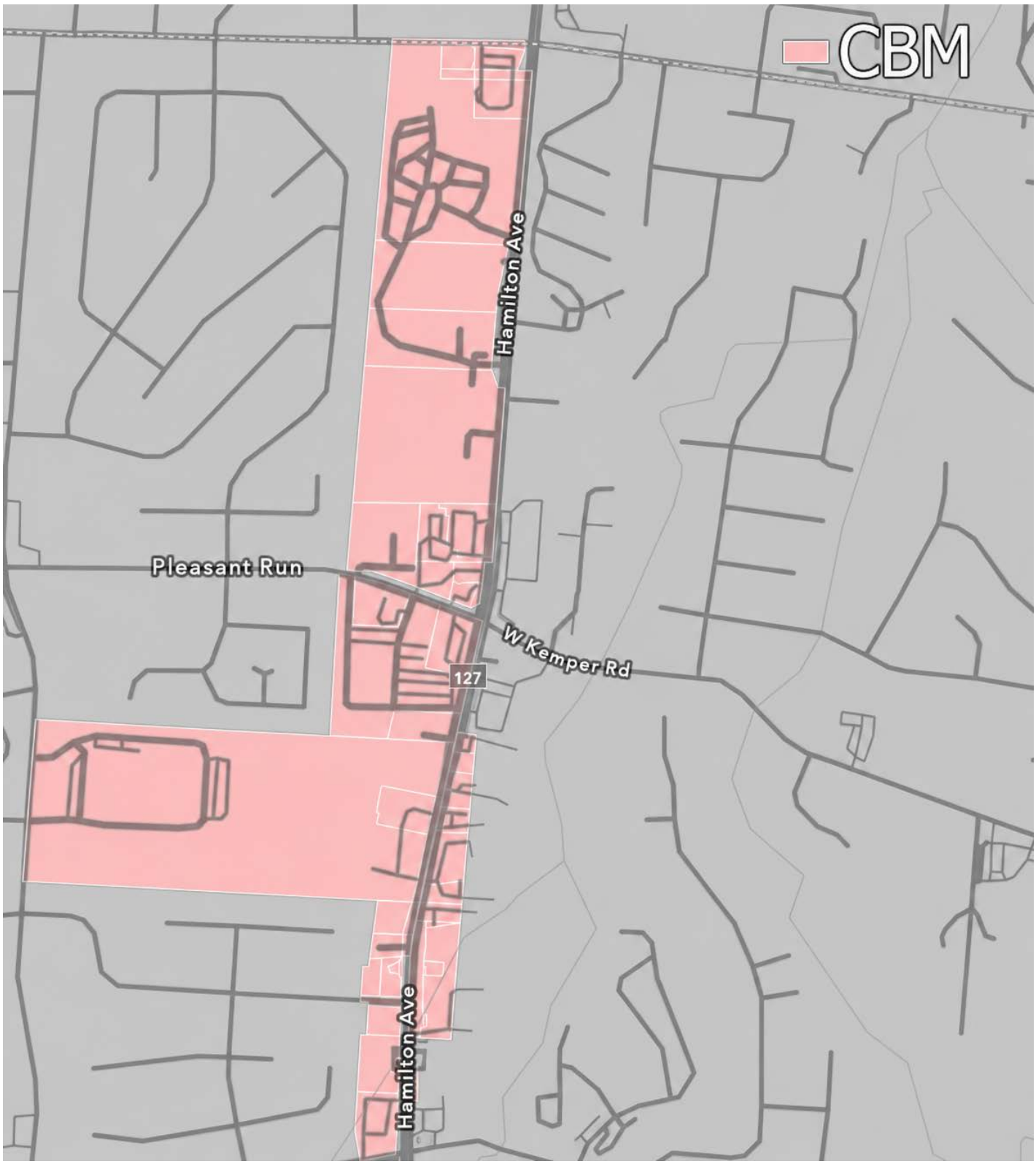
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 8th day of September, 2026.

_____

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A



The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in Regular session at 6:00 P.M., on the 8th day of September, 2026, 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 DENYING CASE NUMBER CZC-26-13, A MAP AMENDMENT TO THE COLERAIN TOWNSHIP ZONING MAP FOR FORTY-SEVEN (47) PARCELS GENERALLY LOCATED ALONG THE HAMILTON AVENUE CORRIDOR BETWEEN CREST ROAD AND JOHN GRAY ROAD

WHEREAS, Case CZC-26-13 proposes to amend the Official Zoning Map by rezoning forty-seven (47) parcels generally located along the Hamilton Avenue corridor between Crest Road and John Gray Road, including thirty-seven (37) parcels currently zoned NBM – Neighborhood Mixed and ten (10) parcels currently zoned SUR – Single Unit Residential, to CBM – Corridor Mixed; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees on September 8, 2026 conducted its public hearing on the recommendation of the Colerain Township Zoning Commission in Case Number CZC-26-13, which voted 5-0 to recommend approval, and after consideration of the recommendation and all public comments, exhibits, and other materials submitted, voted ___-___ to deny the proposed amendment to the Colerain Township Zoning Map; and

WHEREAS, the Board of Trustees finds that the proposed map amendment would not be in the best interest of the Township and the health, safety, morals, and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and

WHEREAS, earlier in 2026, the Township created the CBM – Corridor Mixed District through Case CZC-26-4 to provide a flexible, corridor-oriented zoning classification for commercial corridors and transitional areas outside of Colerain Avenue, but that text amendment did not rezone any property; and

WHEREAS, applying the CBM – Corridor Mixed District to the subject parcels will establish a more coherent zoning framework for the Hamilton Avenue corridor,

support future redevelopment and reinvestment, and better align the Official Zoning Map with the Township's long-term land-use strategy.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio does hereby deny Case Number CZC-26-13, the proposed amendment to the Colerain Township Zoning Map; and

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 Section 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; and

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: Ms. Cathy Ulrich _____, Mr. Dan Unger _____, Mr. Matthew Wahlert _____

ADOPTED this 8th day of September, 2026.

BOARD OF TRUSTEES:

_____
Ms. Cathy Ulrich, Trustee

_____
Mr. Dan Unger, Trustee

_____
Mr. Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

APPROVED AS TO FORM:

_____
Brodi Conover,
Colerain Township Law Director

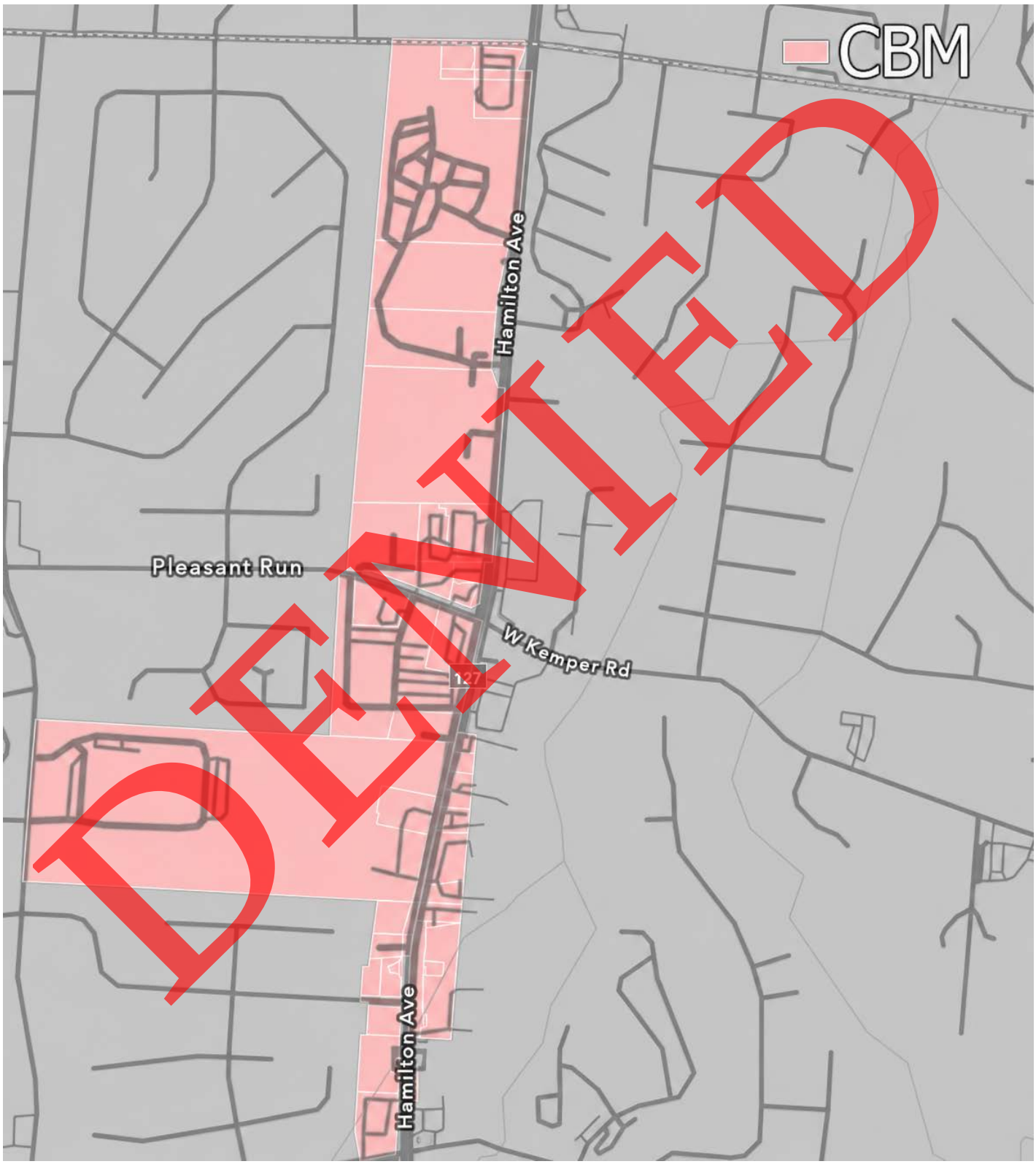
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 8th day of September, 2026.

_____

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A


CBM
Hamilton Ave
Pleasant Run
W Kemper Rd
127
Hamilton Ave
DENIED

PUBLIC HEARINGS

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

Public Hearing for Zoning Commission Case CZC-26-14, Zoning Map Amendment to rezone all LIT-zoned parcels fronting or adjacent to Harrison Road / Avenue from LIT Light Intensity Industrial to CBM Corridor Mixed

Recommend motion to open and hold the Public Hearing

Rationale:

The Zoning Commission held a Public Hearing on Case CZC-26-14 on August 18, 2026 and unanimously recommended approval of the Text Amendment to the Board of Trustees.

COLERAIN TOWNSHIP ~ OHIO

CZC-26-14
STAFF REPORT
Zoning Commission

Harrison Road / Avenue Corridor
Zoning Map Amendment

Staff & Hearing Information

Department:	Development
Staff:	David Peters, Senior Planner
Hearing Date:	August 18, 2026

Case Information

Case Title:	Harrison Road / Avenue Corridor Rezoning
Application Type:	Zoning Map Amendment
Applicant:	Colerain Township Zoning Commission
Property Owners:	Multiple Property Owners
Parcels to Rezone:	218 Parcels
Location:	LIT-zoned parcels fronting or adjacent to the Harrison Road / Avenue corridor and associated adjoining streets.
Current Zoning:	LIT - Light Intensity Industry
Proposed Zoning:	CBM - Corridor Mixed

Proposed Action

Staff recommends that the Zoning Commission forward a recommendation of APPROVAL to the Board of Trustees for Case CZC-26-14 to amend the Official Zoning Map by rezoning two hundred eighteen (218) parcels currently zoned LIT – Light Intensity Industry and fronting or adjacent to Harrison Road / Avenue to CBM – Corridor Mixed.

The proposed action is intended to establish a zoning framework that more accurately reflects the mixed and evolving character of the Harrison corridor and provides greater flexibility for commercial, service, office, institutional, mixed-use, and compatible residential investment while retaining the ability to consider light industrial uses where appropriate under the CBM District. Approval of this amendment would not approve any specific development, redevelopment, use, site plan, or construction project. Future activity would remain subject to all applicable provisions of the Colerain Township Zoning Resolution and any other required review processes.

Case Summary & History

Earlier in 2026, Colerain Township created the CBM – Corridor Mixed zoning district through Case CZC-26-4. The district was established to provide a flexible mixed-use zoning option for commercial corridors and transitional areas outside of Colerain Avenue where the existing zoning structure did not provide an ideal fit. CBM was designed to accommodate a broader corridor-oriented mix of commercial, office, service, institutional, mixed-use, and compatible residential uses while also allowing certain light industrial uses through conditional review.

At the time CBM was created, the amendment was text-only and did not rezone any property. The intent was to establish a new zoning tool that could subsequently be applied through zoning map amendments to corridors where existing zoning no longer fully reflected the desired long-term land-use pattern. The Harrison Road / Avenue corridor was identified as one of the principal areas where application of CBM should be evaluated.

Case CZC-26-14 represents implementation of that zoning strategy. The affected area is presently zoned entirely LIT – Light

Intensity Industry. While the corridor contains and can continue to support employment and light industrial activity, it also functions as a broader corridor containing commercial, service, office, residential, and other development patterns. The proposed CBM designation is intended to provide a more flexible framework for this evolving environment rather than continuing to regulate the entire corridor primarily as an industrial area.

The amendment establishes the zoning framework that would govern future changes in use, redevelopment, expansion, and new investment. Existing lawful uses would remain subject to the applicable provisions of the Zoning Resolution.

Site Description

The subject area consists of two hundred eighteen (218) parcels currently zoned LIT – Light Intensity Industry that front or are directly associated with the Harrison Road / Avenue corridor. The affected area includes parcels addressed from Harrison Avenue as well as properties on adjoining or interconnected streets including Creekview Drive, Wesselman Road, Ripple Road, East Miami River Road, Forfeit Run Road, Eagle Creek Road, Springdale Road, Althaus Road, Kepler Road, and Country Village Drive.

The corridor contains a varied development pattern and serves as an important connection between residential neighborhoods, commercial activity, employment areas, and regional transportation infrastructure. The subject area is within the Harrison character area identified by *Imagine Colerain*. The Comprehensive Plan recognizes the corridor as an area where both commercial and light industrial activities may be appropriate and specifically identifies Harrison Avenue as an area requiring coordinated long-term land-use planning, property reinvestment, and gateway enhancement.

Parcels Proposed for Rezoning

The following two hundred eighteen (218) parcels are proposed to be rezoned from **LIT – Light Intensity Industry** to **CBM – Corridor Mixed** and are listed in numerical order by parcel number:

Parcel Number	Current Zoning District	Proposed Zoning District	Address
510-0360-0001-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7266 Harrison Av.
510-0360-0002-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7284 Harrison Av.
510-0360-0006-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7246 Harrison Av.
510-0360-0008-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7226 Harrison Av.
510-0360-0009-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7222 Harrison Av.
510-0360-0010-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0011-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Harrison Av.
510-0360-0012-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0014-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7206 Harrison Av.
510-0360-0015-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7141 Forfeit Run Rd.
510-0360-0016-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0043-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0044-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0045-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0046-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0048-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7130 Harrison Av.
510-0360-0049-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7115 Harrison Av.
510-0360-0050-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0051-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0052-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7221 Creekview Dr.
510-0360-0054-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7007 Harrison Av.
510-0360-0055-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7007 Harrison Av.
510-0360-0056-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7077 Harrison Av.
510-0360-0057-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7077 Harrison Av.

Parcel Number	Current Zoning District	Proposed Zoning District	Address
510-0360-0058-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0059-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0061-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7102 Harrison Av.
510-0360-0066-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7070 Harrison Av.
510-0360-0067-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7060 Harrison Av.
510-0360-0068-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7050 Harrison Av.
510-0360-0082-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7234 Harrison Av.
510-0360-0083-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7726 Harrison Av.
510-0360-0093-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7221 Forfeit Run Rd.
510-0360-0097-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0100-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0107-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0116-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7201 Forfeit Run Rd.
510-0360-0117-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0121-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0122-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0179-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7146 Althaus Rd.
510-0360-0182-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7201 Forfeit Run Rd.
510-0360-0183-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0194-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7077 Harrison Av.
510-0360-0195-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7208 Harrison Av.
510-0360-0196-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0218-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0219-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0223-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0237-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0243-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0360-0247-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0248-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0249-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0250-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0251-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0252-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0253-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0254-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0255-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0256-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0257-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0258-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7211 Creekview Dr.
510-0360-0259-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0260-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0261-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0262-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.

Parcel Number	Current Zoning District	Proposed Zoning District	Address
510-0360-0263-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0264-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0265-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0266-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0267-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0268-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0269-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0270-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7213 Creekview Dr.
510-0360-0295-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0296-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0297-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0298-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0299-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0300-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0301-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0302-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0303-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0304-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0305-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0306-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7212 Creekview Dr.
510-0360-0307-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0308-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0309-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0310-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0311-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0312-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0313-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0314-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0315-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0316-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0317-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0318-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7210 Creekview Dr.
510-0360-0391-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7007 Harrison Av.
510-0360-0392-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7221 Forfeit Run Rd.
510-0360-0406-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7146 Althaus Rd.
510-0360-0422-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7115 Springdale Rd.
510-0360-0424-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7298 Harrison Av.
510-0360-0426-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7074 Harrison Av.
510-0360-0581-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7146 Althaus Rd.
510-0360-0631-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7072 Harrison Av.
510-0360-0646-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0010-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7248 Eagle Creek Rd.
510-0440-0012-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7306 Harrison Av.

Parcel Number	Current Zoning District	Proposed Zoning District	Address
510-0440-0014-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7342 Harrison Av.
510-0440-0015-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7348 Harrison Av.
510-0440-0016-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7358 Harrison Av.
510-0440-0020-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7511 Harrison Av.
510-0440-0021-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0023-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0024-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7968 Wesselman Rd.
510-0440-0025-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0026-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7890 Wesselman Rd.
510-0440-0027-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7777 Wesselman Rd.
510-0440-0028-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7777 Wesselman Rd.
510-0440-0029-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7450 Country Village Dr.
510-0440-0030-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	6750 Kepler Rd.
510-0440-0032-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0033-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	6950 Ripple Rd.
510-0440-0034-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	6949 Ripple Rd.
510-0440-0035-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7551 Harrison Av.
510-0440-0037-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0040-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0041-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0045-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0050-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0051-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7857 Harrison Av.
510-0440-0052-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7958 Harrison Av.
510-0440-0064-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0065-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0066-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0067-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0068-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7954 Harrison Av.
510-0440-0070-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7849 Harrison Av.
510-0440-0072-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0073-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7975 Wesselman Rd.
510-0440-0074-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0075-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7449 Harrison Av.
510-0440-0076-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7366 Harrison Av.
510-0440-0081-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7421 E Miami River Rd.
510-0440-0082-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0084-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7010 Ripple Rd.
510-0440-0086-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7575 Harrison Av.
510-0440-0087-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7313 E Miami River Rd.
510-0440-0092-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0093-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0096-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—

Parcel Number	Current Zoning District	Proposed Zoning District	Address
510-0440-0100-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7650 Harrison Av.
510-0440-0111-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7300 Harrison Av.
510-0440-0115-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0121-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0122-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0123-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0124-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0125-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0126-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7523 Harrison Av.
510-0440-0132-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0134-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7957 Harrison Av.
510-0440-0136-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0137-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7300 Harrison Av.
510-0440-0138-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7995 Wesselman Rd.
510-0440-0139-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0140-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7967 Wesselman Rd.
510-0440-0141-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0145-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7711 Harrison Av.
510-0440-0148-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7098 Ripple Rd.
510-0440-0149-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	6975 E Miami River Rd.
510-0440-0150-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7699 Ripple Rd.
510-0440-0151-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	6880 Ripple Rd.
510-0440-0153-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0228-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7120 Eagle Creek Rd.
510-0440-0265-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0268-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0270-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0271-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0272-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0273-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0274-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0275-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0276-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0277-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0278-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0279-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0280-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0281-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0282-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7241 Creekview Dr.
510-0440-0283-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	6765 E Miami River Rd.
510-0440-0285-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0299-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7968 Wesselman Rd.
510-0440-0300-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7968 Wesselman Rd.

Parcel Number	Current Zoning District	Proposed Zoning District	Address
510-0440-0302-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0317-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0318-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	6880 Ripple Rd.
510-0440-0319-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0320-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7956 Wesselman Rd.
510-0440-0321-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0322-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0323-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0324-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0325-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7425 Harrison Av.
510-0440-0326-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7427 Harrison Av.
510-0440-0328-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7390 Harrison Av.
510-0440-0329-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0330-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0331-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0334-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0339-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0340-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0341-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7551 Harrison Av.
510-0440-0343-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	—
510-0440-0344-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7242 E Miami River Rd.
510-0440-0424-00	LIT - Light Intensity Industry	CBM - Corridor Mixed	7930 Harrison Av.

Surrounding Conditions

Because CZC-26-14 encompasses an extended corridor rather than a single development site, surrounding zoning and land-use conditions vary throughout the subject area. The affected properties are located within a corridor where industrial and employment uses interface with commercial activities, residential neighborhoods, and other nonresidential uses.

Staff Findings

Alignment with the Comprehensive Plan

Staff finds that the proposed amendment is consistent with the overall direction of *Imagine Colerain*. The Land Use Element states that future land-use decisions should consider surrounding development, roadway context, property characteristics, proximity to major traffic arteries, and the potential impacts of future uses. The proposed amendment applies those principles at a corridor scale by evaluating Harrison Road / Avenue as a connected development area rather than treating each parcel independently.

Harrison Corridor Land Use Strategy

The Comprehensive Plan specifically recognizes that both general commercial and light industrial uses may be appropriate within the Harrison character area and states that light industrial uses are generally appropriate along the Harrison Avenue corridor outside of the floodplain while commercial uses that complement existing assets should also be considered. The proposed CBM designation responds to both components of that recommendation. CBM expands opportunities for commercial, service, office, and mixed-use activity while retaining Industrial: Light as a conditionally permitted use, allowing future proposals to be evaluated based upon their compatibility with the surrounding corridor.

Strategic Implementation of Land Use Policy

The Land Use Element directs the Township to strategically modernize and apply land-use categories throughout its distinct character areas and to establish a mixture of uses and density levels that complement one another. CBM was created in 2026 specifically to address corridor and transitional conditions that were not adequately served by the Township's prior zoning structure. CZC-26-14 represents implementation of that policy by applying the newly created district to a corridor where a singular industrial classification does not fully reflect the range of existing and potential future activities.

Economic Development & Investment Readiness
The Economic Development Element recommends a regulatory framework that fosters redevelopment and a business-friendly environment and encourages the Township to reposition properties for their highest and best potential. Replacing the corridor-wide LIT designation with CBM increases the range of potential reinvestment opportunities and gives property owners greater flexibility to respond to changing market conditions while preserving Township review of uses requiring additional compatibility analysis.

Staff finds that the proposed amendment is consistent with the goals and recommendations of the *Imagine Colerain Comprehensive Plan*. The amendment implements the CBM district created earlier in 2026, provides a more flexible and contemporary zoning framework for the Harrison Road / Avenue corridor, maintains an opportunity for appropriate light industrial activity, and better positions the area for long-term commercial, employment, mixed-use, and corridor reinvestment.

Staff Recommendation

Staff recommends **APPROVAL** of the proposed zoning map amendment to rezone the two hundred eighteen (218) identified parcels from LIT - Light Intensity Industry to CBM - Corridor Mixed.

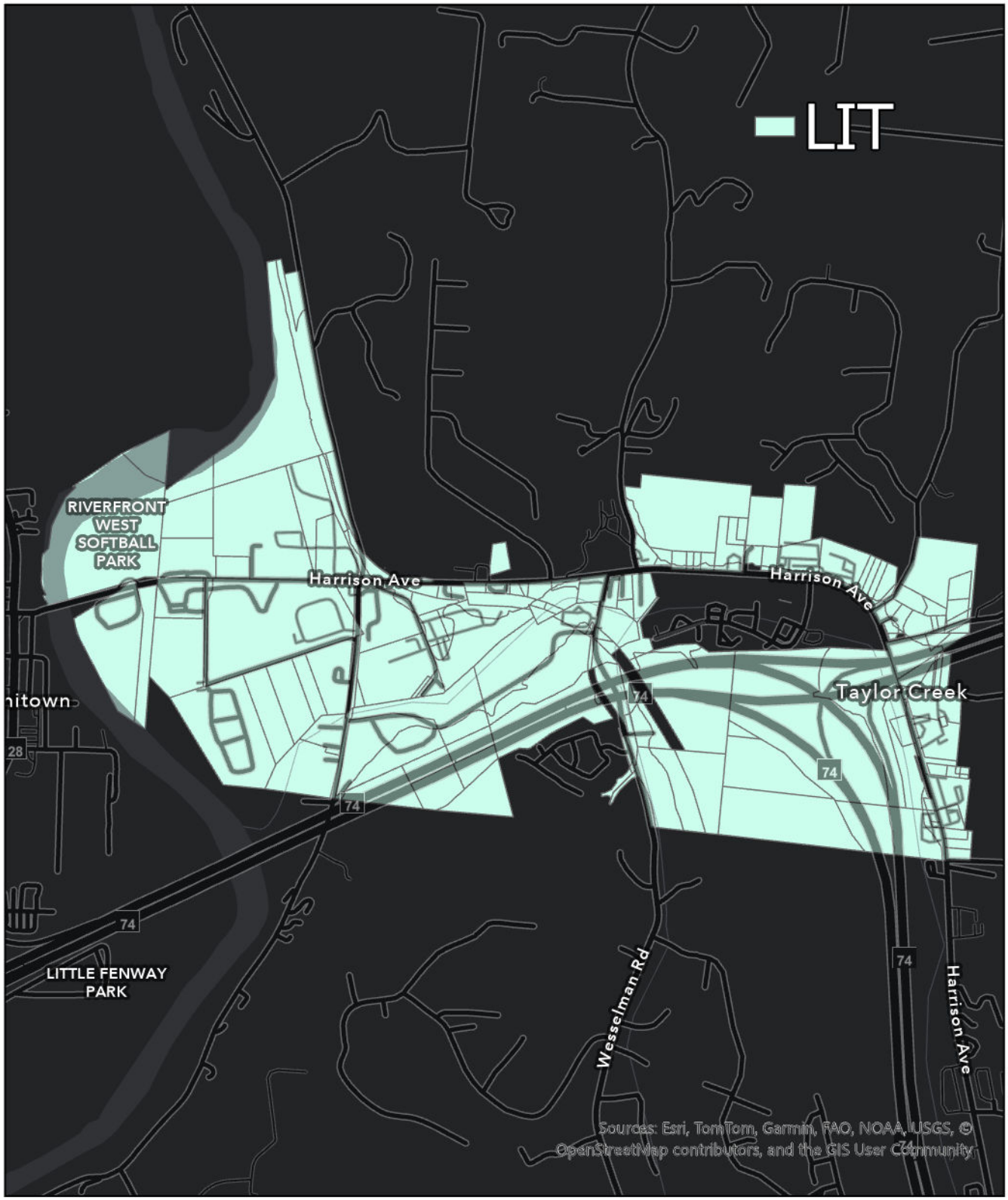
Attachments

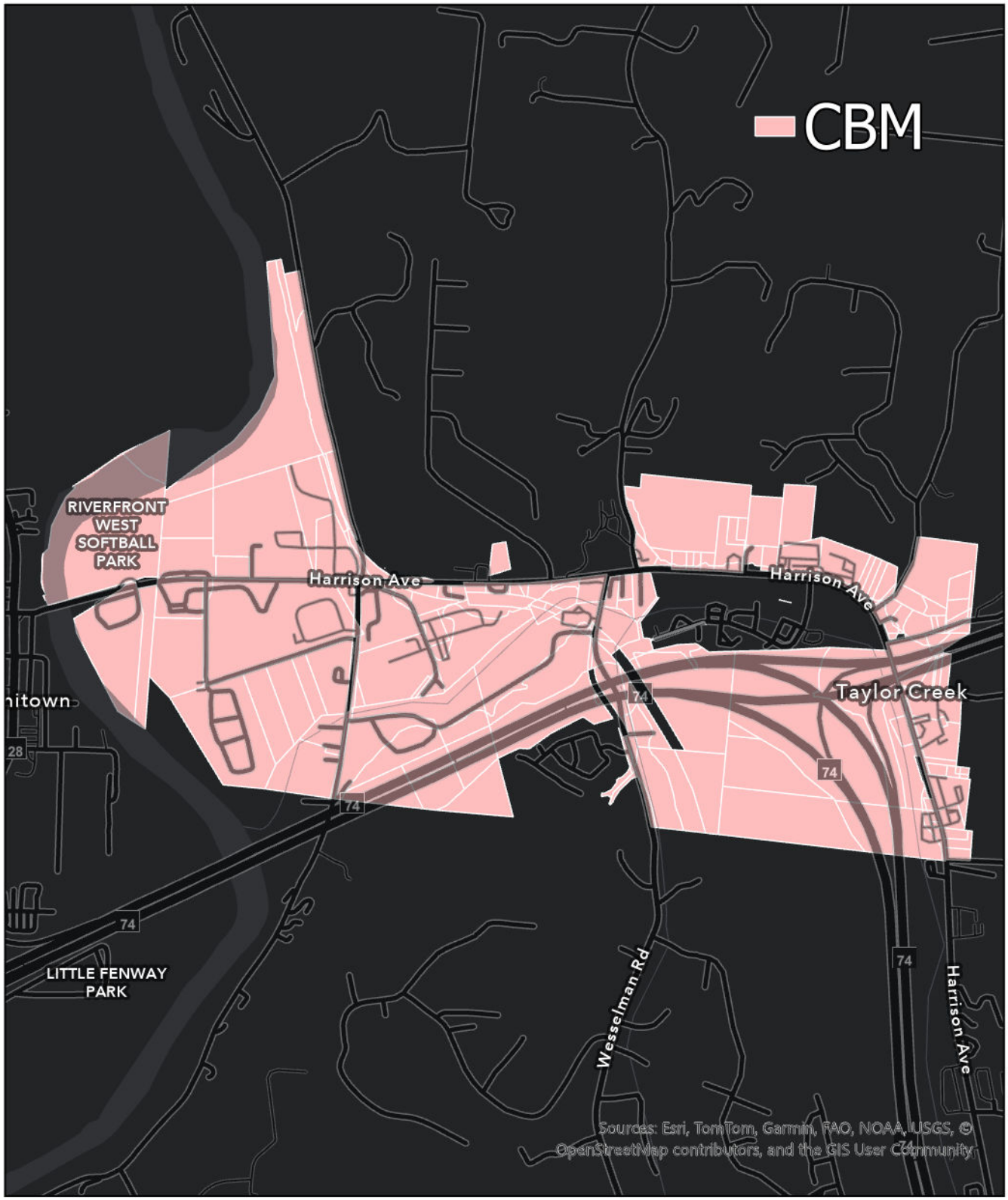
1. **Appendix A:** Current Zoning Map
2. **Appendix B:** Proposed Zoning Map

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



David Peters, Senior Planner


LIT
RIVERFRONT WEST SOFTBALL PARK
Harrison Ave
Harrison Ave
Taylor Creek
74
74
74
74
74
28
LITTLE FENWAY PARK
Wesselman Rd
Harrison Ave
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N


CBM
RIVERFRONT WEST SOFTBALL PARK
Harrison Ave
Harrison Ave
Taylor Creek
74
28
74
74
74
74
LITTLE FENWAY PARK
Wesselman Rd
Harrison Ave
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community
N

PUBLIC HEARINGS

Department: Development

Department Director: David Miller, Director of Development

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

Resolution to APPROVE/DENY Zoning Commission Case CZC-26-14, Zoning Map Amendment to rezone all LIT-zoned parcels fronting or adjacent to Harrison Road / Avenue from LIT Light Intensity Industrial to CBM Corridor Mixed

Recommend ADOPTION of the Resolution.

Rationale:

The resolution intends to amend the Official Zoning Map by rezoning two hundred eighteen (218) parcels currently zoned LIT – Light Intensity Industry and fronting or adjacent to Harrison Road / Avenue to CBM – Corridor Mixed. The proposed action is intended to establish a zoning framework that more accurately reflects the mixed and evolving character of the Harrison corridor and provides greater flexibility for commercial, service, office, institutional, mixed-use, and compatible residential investment while retaining the ability to consider light industrial uses where appropriate under the CBM District. Approval of this amendment would not approve any specific development, redevelopment, use, site plan, or construction project. Future activity would remain subject to all applicable provisions of the Colerain Township Zoning Resolution and any other required review processes.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in Regular session at 6:00 P.M., on the 8th day of September, 2026, 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 APPROVING CASE NUMBER CZC-26-14, A MAP AMENDMENT TO THE COLERAIN TOWNSHIP ZONING MAP FOR TWO HUNDRED EIGHTEEN (218) PARCELS FRONTING OR ADJACENT TO THE HARRISON ROAD/AVENUE CORRIDOR

WHEREAS, Case CZC-26-14 proposes to amend the Official Zoning Map by rezoning two hundred eighteen (218) parcels fronting or adjacent to the Harrison Road/Avenue corridor from LIT – Light Intensity Industry to CBM – Corridor Mixed ; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees on September 8, 2026 conducted its public hearing on the recommendation of the Colerain Township Zoning Commission in Case Number CZC-26-14, which voted 5-0 to recommend approval, and after consideration of the recommendation and all public comments, exhibits, and other materials submitted, voted ___-___ to approve the proposed amendment to the Colerain Township Zoning Map; and

WHEREAS, the amendment to the Colerain Township Zoning Map approved by the Board of Trustees is set forth in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, earlier in 2026, the Township created the CBM – Corridor Mixed District through Case CZC-26-4 to provide a flexible, corridor-oriented zoning classification for commercial corridors and transitional areas outside of Colerain Avenue, but that text amendment did not rezone any property; and

WHEREAS, applying the CBM – Corridor Mixed District to the subject parcels will establish a more flexible and contemporary zoning framework that reflects the corridor's mixed and evolving character, expands opportunities for commercial and mixed-use reinvestment, and retains the ability to consider appropriate light industrial uses through conditional review .

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Board does hereby approve Case Number CZC-26-14, an amendment to the Colerain Township Zoning Map, as set forth in Exhibit "A", for the reason that the map amendment is in the best interest of the Township and the health, safety, morals, and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and

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

1. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administrator; and

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 Section 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; and

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: Ms. Cathy Ulrich _____, Mr. Dan Unger _____, Mr. Matthew Wahlert _____

ADOPTED this 8th day of September, 2026.

BOARD OF TRUSTEES:

_____
Ms. Cathy Ulrich, Trustee

_____
Mr. Dan Unger, Trustee

_____
Mr. Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

APPROVED AS TO FORM:

_____
Brodi Conover,
Colerain Township Law Director

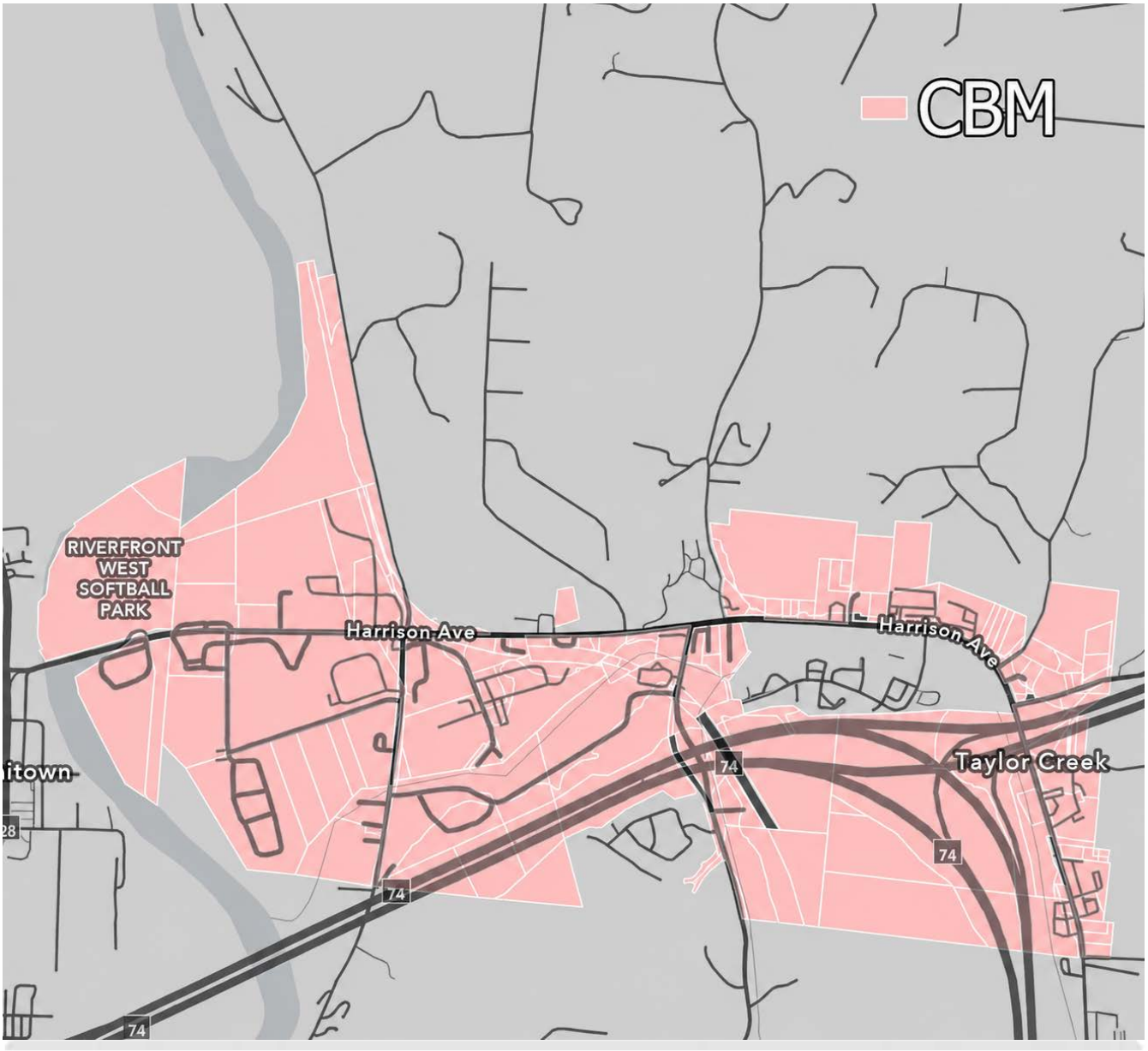
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 8th day of September, 2026.

_____

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A


CBM
RIVERFRONT
WEST
SOFTBALL
PARK
Harrison Ave
Harrison Ave
Taylor Creek
74
74
74
74
N

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in Regular session at 6:00 P.M., on the 8th day of September, 2026, 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 DENYING CASE NUMBER CZC-26-14, A MAP AMENDMENT TO THE COLERAIN TOWNSHIP ZONING MAP FOR TWO HUNDRED EIGHTEEN (218) PARCELS FRONTING OR ADJACENT TO THE HARRISON ROAD/AVENUE CORRIDOR

WHEREAS, Case CZC-26-14 proposes to amend the Official Zoning Map by rezoning two hundred eighteen (218) parcels fronting or adjacent to the Harrison Road/Avenue corridor from LIT – Light Intensity Industry to CBM – Corridor Mixed ; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees on September 8, 2026 conducted its public hearing on the recommendation of the Colerain Township Zoning Commission in Case Number CZC-26-14, which voted 5-0 to recommend approval, and after consideration of the recommendation and all public comments, exhibits, and other materials submitted, voted ___-___ to deny the proposed amendment to the Colerain Township Zoning Map; and

WHEREAS, the Board of Trustees finds that the proposed map amendment would not be in the best interest of the Township and the health, safety, morals, and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and

WHEREAS, earlier in 2026, the Township created the CBM – Corridor Mixed District through Case CZC-26-4 to provide a flexible, corridor-oriented zoning classification for commercial corridors and transitional areas outside of Colerain Avenue, but that text amendment did not rezone any property; and

WHEREAS, applying the CBM – Corridor Mixed District to the subject parcels will establish a more flexible and contemporary zoning framework that reflects the corridor's mixed and evolving character, expands opportunities for commercial and

mixed-use reinvestment, and retains the ability to consider appropriate light industrial uses through conditional review .

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio does hereby deny Case Number CZC-26-14, the proposed amendment to the Colerain Township Zoning Map; and

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 Section 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; and

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: Ms. Cathy Ulrich _____, Mr. Dan Unger _____, Mr. Matthew Wahlert _____

ADOPTED this 8th day of September, 2026.

BOARD OF TRUSTEES:

_____
Ms. Cathy Ulrich, Trustee

_____
Mr. Dan Unger, Trustee

_____
Mr. Matthew Wahlert, Trustee

ATTEST:

_____
Jeff Baker,
Colerain Township Fiscal Officer

APPROVED AS TO FORM:

_____
Brodi Conover,
Colerain Township Law Director

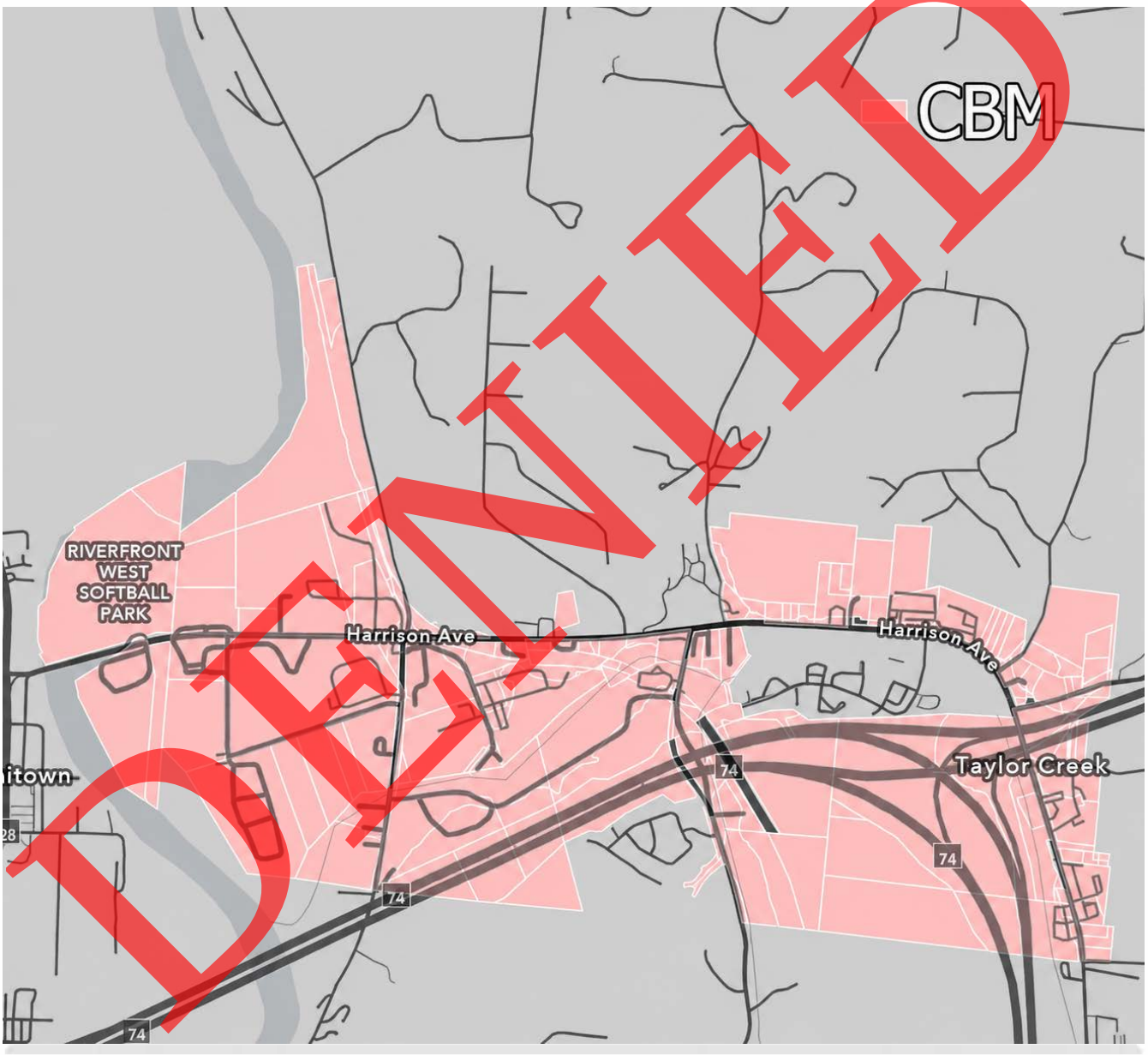
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 8th day of September, 2026.

_____

Jeff Baker
Colerain Township Fiscal Officer

Exhibit A



DENIED

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal:

Presentation on Ohio Open Doors Week by the Coleraine Historical Society
No action is requested of the Board.

Rationale:
The Historical Society will be in attendance to provide a presentation on Ohio Open Doors week.

PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Proclamation Recognizing Crimestoppers

Recommend Adoption of the Proclamation.

Rationale:

Crime Stoppers has been an essential link in assisting Colerain Township to solve crimes. This proclamation thanks them for the many years of partnership.

PROCLAMATION
RECOGNIZING GREATER CINCINNATI CRIME STOPPERS
IN COLERAIN TOWNSHIP, OHIO

Whereas Greater Cincinnati Crime Stoppers has been dedicated to educating tri-state communities about crime and providing an avenue for residents to anonymously report valuable information about criminal activity and receive "cash for clues" for over 45 years; and

Whereas Greater Cincinnati Crime Stoppers is a regional, non-profit organization that relies on private donations and fundraising opportunities and; and

Whereas Greater Cincinnati Crime Stoppers has awarded over $2 million dollars in rewards and has helped solve over 17,000 crimes over the past 45 years; and

Whereas Greater Cincinnati Crime Stoppers has been a valued partner of the Colerain Township Police Department and has been instrumental in providing actionable information to solve and disrupt criminal activity within the Township; and

Whereas Greater Cincinnati Crime Stoppers and Colerain Township are committed to continuing a successful partnership that will foster a safe, vibrant, and thriving community.

Be it resolved that the Colerain Township Board of Trustees hereby recognizes Greater Cincinnati Crime Stoppers for its dedication to and success in apprehending criminals, recovering stolen property and eliminating illegal narcotics in Colerain Township.

Cathy Ulrich Trustee	Daniel Unger Trustee	Matt Wahlert Trustee

Jeffrey D. Baker
Fiscal Officer

Date: September 8, 2026

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:

6751 Acre Dr
3621 Bluerock Rd
2756 Cranbrook Dr
2604 Grant Av
3605 Hanley Rd
9970 Hollis Dr
2765 Jonrose Av
6576 Newbridge Dr
3227 Niagara St
2556 Ontario St
2588 Retford Dr
2550 West Galbraith Rd
2782 Wheatfield Dr

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:

Address	**Book-Page-Parcel No.**
6751 Acre Dr	510-0074-0321-00
3621 Bluerock Rd	510-0082-0064-00
2756 Cranbrook Dr	510-0014-0075-00
2604 Grant Av	510-0031-0122-00
3605 Hanley Rd	510-0080-0088-00
9970 Hollis Dr	510-0111-0152-00
2765 Jonrose Av	510-0071-0354-00
6576 Newbridge Dr	510-0081-0155-00
3227 Niagara St	510-0102-0092-00
2556 Ontario St	510-0051-0201-00
2588 Retford Dr	510-0011-0434-00
2550 West Galbraith Rd	510-0061-0413-00
2782 Wheatfield Dr	510-0041-0247-00

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 SERVICES

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

First Reading - Resolution Adopting Park Sponsorship Package

No action is requested of the Board.

Rationale:

At the April 14, 2026 Board of Trustees meeting, the Trustees engaged in a conversation on the potential to sell naming rights for the various Township owned parks. At that time, it was decided that it would not be feasible to completely rename a park and staff were directed with developing a package of sponsorship opportunities for various businesses that could generate revenue. Attached is a drafted resolution and package for conisderation and discussion.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the ____ day of _____, 2026, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Trustee _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION APPROVING PARK SPONSORSHIP OPPORTUNITIES

WHEREAS, the Board of Trustees is permitted to allow for sponsorship of public assets, including parks and park features; and;

WHEREAS, Board of Trustees believes it to be in the best interest of the general public to set criteria for and allow for sponsorship of park assets.

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

1. The Board of Trustees authorizes the issuance of sponsorships for park assets in accordance with Exhibit A; and

2. Any funds collected pursuant to Attachment A shall be deposited in the Parks and Recreation Services Fund (Fund 2911); and

3. The Board of Trustees authorizes the Township Administrator to enter into a Sponsorship Contract with any vendor meeting the qualifications set forth within Exhibit B; and

4. 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

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: Ms. Ulrich_____, Mr. Unger_____, Mr. Wahlert_____

ADOPTED this _____ day of _____, 2026.

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

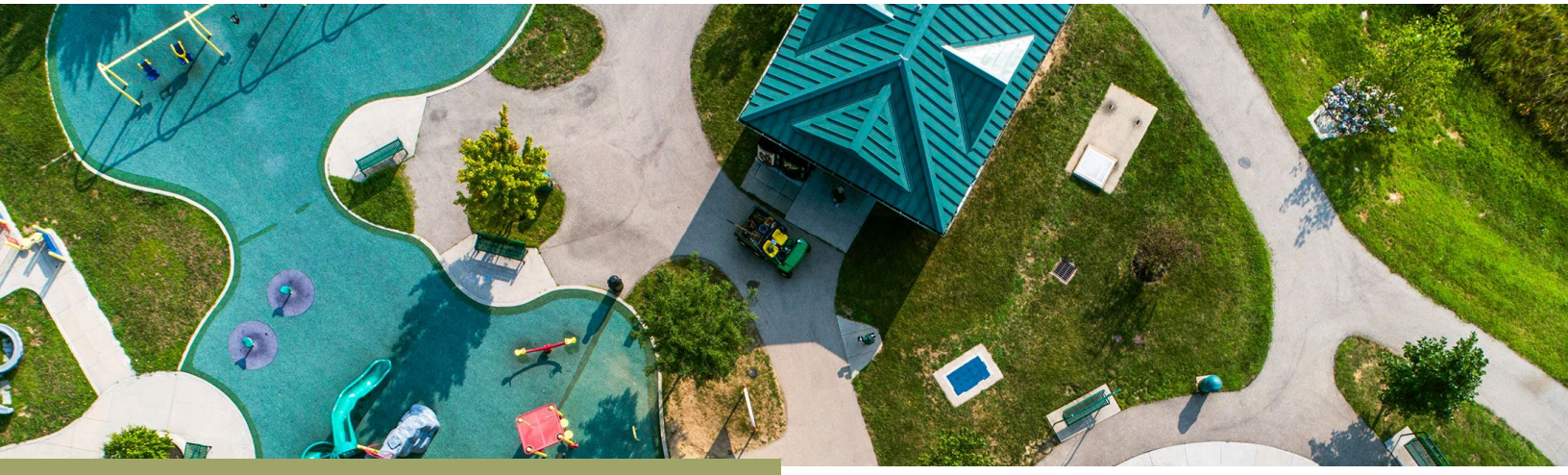
This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of _____, 2026.

_____
Jeff Baker
Colerain Township Fiscal Officer

COLERAIN

TOWNSHIP ~ OHIO

SPONSORSHIP AND NAMING RIGHTS OPPORTUNITIES



Vision

Colerain Township aims to be a model government in service of a diverse and vibrant community, employing next practices to be pace-setters regionally in every department and a destination for smart, creative and dedicated employees, residents and business people.

COLERAIN TOWNSHIP

Public Services Department

4160 Springdale Road

Cincinnati, OH 45252

513-385-7503

www.colerain.org/Parks-Services-Division

Partnership benefits of investing in sponsorship and naming rights opportunities with the Colerain Township

AWARENESS AND VISIBILITY	WIDE PUBLIC REACH	ENHANCING RECREATIONAL SERVICES
LASTING IMPACT	BUILDING CONNECTIONS	BRAND VISIBILITY

Dear Community Partner,

At Colerain Township, we are committed to enhancing the quality of life for our residents by providing exceptional parks, recreational opportunities, community events, and programs that bring people together. Our mission is to create welcoming spaces and memorable experiences that strengthen our community and make Colerain Township a great place to live, work, and play.

Throughout the year, we host a variety of family-friendly events and community celebrations that are affordable and accessible to residents of all ages. These experiences are made possible through the generous support of local businesses and community partners who share our commitment to investing in the place we all call home.

We invite you to explore the sponsorship opportunities included in this packet. Whether you choose to support a signature community event or become an annual sponsor, your partnership directly contributes to enriching the lives of thousands of residents while providing valuable exposure for your business.

As a sponsor, your organization will receive recognition through a variety of marketing channels, including our website, social media platforms, event signage, promotional materials, and other community outreach efforts. Our goal is to create meaningful partnerships that provide lasting value to both our sponsors and the residents we serve.

Thank you for considering a partnership with Colerain Township Parks & Recreation. Together, we can continue to create exceptional parks, vibrant community events, and unforgettable experiences for generations to come!

In Service,

Tawanna Molter, Assistant Director of Public Services
tmolter@colerain.org 513-245-5846

COLERAIN
TOWNSHIP ~ OHIO

EVENT SPONSORSHIP OPPORTUNITIES

Sponsoring Colerain Township events is more than a marketing opportunity, it's an investment in the community you serve. Each year, thousands of residents and visitors attend signature events including the annual Fourth of July Fireworks Spectacular, Friday Night Concerts, Movies in the Park, BarkTober Fest, the Pickleball Tournament, and many other family-friendly programs.

As a sponsor, your organization gains valuable visibility through event promotions, digital and print marketing, social media, on-site recognition, and direct engagement with attendees. More importantly, your partnership demonstrates a commitment to enhancing the quality of life in Colerain Township while aligning your brand with memorable experiences that bring neighbors together. By investing in our events, you are helping create traditions that strengthen our community and leave a lasting impact on residents of all ages.

Investments range from donated products, such as t-shirts, bottled water or prize give-a-ways, all the way to financial contributions between $200-$50,000. **Donations are tax deductible** and are received through the Colerain Summer Events Committee, Inc. The Colerain Summer Events Committee, Inc. is a private 501c4 whose general purpose is to promote the social welfare of Colerain Township and to further the common good and general welfare of the people of the community. Members from the Colerain Township staff are represented on this committee to ensure donations are utilized in the best manner possible.

Sponsorship opportunities include, but not limited to:

- Title Event Sponsor: Complete funding of any event or series, ranging from $3,100-$50,000
- Presenting Event Sponsor: In-Kind donations valued at or monetary donations of $500-$3,000
- Supporting Event Sponsor: In-Kind donations valued at or monetary donations of $200-$450



NAMING RIGHTS OPPORTUNITIES

Leave Your Legacy in Colerain Township Parks and Invest in the Places That Bring Our Community Together

Every day, families gather in Colerain Township's parks to play, compete, celebrate, and create lifelong memories. From baseball games to afternoons at the spray ground, skate park or playground, our parks are where neighbors connect and traditions begin. By securing the naming rights to a park amenity, your organization becomes a lasting partner in preserving and enhancing these cherished community spaces.

Your investment helps ensure Colerain Township's parks remain safe, attractive, and welcoming for everyone. The Township maintains 10 parks encompassing more than 250 acres of parkland, including athletic facilities, playgrounds, trails, a spray ground, skate park, disc golf course, dog park, amphitheater, river access, and numerous community gathering spaces.

A Partnership That Makes a Difference

Naming rights provide a unique opportunity to showcase your commitment to the Colerain community while making a lasting investment in our parks. Your contribution directly supports the park where your sponsored amenity is located, helping fund:

- Park beautification projects
- Facility improvements and renovations
- Equipment replacements
- Landscape enhancements
- Long-term maintenance and preservation
- Future park enhancements that benefit residents for generations

Naming Opportunities

A variety of amenities are available for sponsorship, including:

Baseball & Softball Diamonds	Playgrounds	Walking Trails
Basketball Courts	Soccer Fields	Dog Park
Pickleball Courts	Spray Ground	Amphitheater
Skate Park	Disc Golf Course	Picnic Shelters
Gardens	Bouldering Rock	And Other Future Park Improvements

Our Parks. Your Legacy.

Whether you are a local business, nonprofit organization, family foundation, or individual looking to honor a loved one, there are opportunities available to fit your vision and investment level. Together, we can continue creating beautiful, vibrant parks that serve as the heart of Colerain Township. Become a Naming Rights Partner today and help shape the future of Colerain Township Parks. Investments range from $5,000-$100,000 annual contributions for commitments between 3 years to 10 years.



CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Contract - AEP - Township Building Natural Gas - One Year Term

Recommend approval of all consent items.

Rationale:

The attached agreement with AEP will provide natural gas supply for Township owned buildings through October of 2027.

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Energy Purchase Agreement – Natural Gas Commodity Sales
(Matrix (OH.NG.Ccf) v.09.04.24)

This Energy Purchase Agreement – Natural Gas Commodity Sales, which comprises the below General Terms and Conditions (the "GTC") and Schedule 1 hereto, dated and effective as of 8/18/26 (collectively, this "Agreement"), is entered into by and between AEP Energy, Inc. ("AEP Energy") and the designated customer set forth below in the signature block of this Agreement ("Customer" or "you") (each of AEP Energy and Customer referred to individually as a "Party" and collectively as the "Parties") and governs the purchase and sale of Retail Energy (as hereinafter defined) between the Parties for Customer's account(s) specified on Schedule 1 hereto (each, a "Service Location").

General Terms and Conditions

I. PURCHASE AND SALE OF RETAIL ENERGY

During the relevant Term (as hereinafter defined) and unless excused by a Force Majeure, AEP Energy shall sell to Customer the commodity portion of its retail natural gas supply requirements at each Service Location, and Customer shall exclusively purchase from AEP Energy and take delivery of, all of its retail natural gas supply requirements for each such Service Location (the "Retail Energy"). The Retail Energy will be provided to Customer's relevant natural gas distribution company (each as specified on Schedule 1 hereto, the "NGDC") interconnection point (each, a "Delivery Point"). The NGDC is responsible for delivery of the Retail Energy from the Delivery Point to any Service Location, reading Customer's meter, and responding to leaks and emergencies. Delivery and metering of the Retail Energy is subject to the terms and conditions of the NGDC. Customer designates AEP Energy as an authorized recipient of Customer's account, billing, and historical and ongoing consumption information and consents to the disclosure by the NGDC to AEP Energy of certain information about Customer and each Service Location, including: account number, meter number, meter read data, rate class, billing and payment information, account name, service address, billing address, and telephone number. Customer is solely responsible for payment of all charges or costs related to the NGDC's services provided to Customer including delivery or distribution of the Retail Energy to Customer, switching, telecommunications, or meter or meter reading related costs, whether billed by the NGDC to AEP Energy or Customer.

Customer represents and agrees that each Service Location served by AEP Energy under this Agreement is an eligible account on a commercial rate code and eligible for the NGDC's retail natural gas choice program in the NGDC's service territory, and that Customer is not an existing AEP Energy Retail Natural Gas supply customer. AEP Energy may at any time reject or terminate this Agreement and Retail Natural Gas service to any Customer or Service Location that does not meet the preceding criteria, or which consumes more than 250,000 Ccf per year, and return Customer to the NGDC (or previous AEP Energy product, if applicable) with no penalty to AEP Energy. AEP Energy may reject or terminate this Agreement if Customer is not current on its NGDC charges, unless Customer has entered into a plan with its NGDC to discharge any arrearages owed to the NGDC.

II. TERM OF AGREEMENT

AEP Energy shall use commercially reasonable efforts to begin supplying Retail Energy to Customer under this Agreement (a) upon the later of (1) Customer's available October 2026 enrollment date and (2) the first available enrollment date, as determined by the NGDC, after the date hereof, and (b) after AEP Energy receives confirmation that the NGDC has accepted the delivery service request (the "Commencement Date"); provided, however, that the Commencement Date cannot be fewer than three (3) calendar days following the date hereof. The Parties agree that the NGDC determines when Customer will be switched to AEP Energy for its Retail Energy supply, and that such switch will occur in accordance with the NGDC's rules and practices regarding such switching. AEP Energy is not liable for any lost savings or lost opportunity as a result of any delay in the Commencement Date. The initial term of this Agreement will continue for 12 months from the Commencement Date (the "Initial Term" and including any Holdover Term or Renewal Term, the "Term"), unless sooner terminated hereunder.

III. PRICING

During the Initial Term, the price payable for Retail Energy will be:

Retail Energy Price (per Ccf)	$0.4990

The Retail Energy Price listed above is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage but is exclusive of any and all applicable taxes, NGDC delivery service charges and other non-bypassable NGDC costs, charges, and fees. The Parties acknowledge and agree that the Retail Energy Price reflects, among other factors, Customer's expected consumption and NGDC-specific pricing under such Attachment. The Retail Energy Price is determined by AEP Energy using Customer's actual and estimated historical and forecasted consumption data, which is considered representative of each Service Location's anticipated Retail Energy requirements for the Term.

IV. BILLING AND PAYMENT

A. General Billing and Payment Terms: AEP Energy or the relevant NGDC shall provide monthly invoices related to the sold Retail Energy, based on the relevant NGDC's meter read cycle, in accordance with the billing method specified to Customer,

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which may be (1) as a single invoice through utility/NGDC consolidated billing (UCB); (2) through supplier consolidated billing (SCB), should such SCB billing method become available; or (3) as separate invoices from AEP Energy for supply-related charges and the relevant NGDC for all other charges (Dual Bill). However, the relevant NGDC may convert or alter the invoicing method from time to time as it so requires. AEP Energy will send SCB or Dual Bill invoices via the first available method (listed in order of priority): (1) the billing email address stated in the "Customer Information" table at the end of the GTC (unless Customer requests paper bills) or later specified by Customer in writing (including by email), (2) the billing mailing address stated in such table or later specified by Customer in writing (including by email), or (3) the physical address of any Service Location. AEP Energy may itemize or summarize invoices according to the various cost components related to the Retail Energy and shall provide all further reasonable billing detail to Customer upon request. AEP Energy has the right to estimate invoices in cases where actual billing determinants are unavailable. When an estimated invoice is issued, AEP Energy shall subsequently reconcile the estimated invoice and the actual Retail Energy consumption and post any debit or credit amount to Customer's account. Customer shall pay all amounts due according to the instructions on the relevant invoice by payment in check or wire transfer of immediately available funds or via Automated Clearinghouse. AEP Energy must receive such payment no later than the close of business on the business day following fourteen (14) calendar days from the date of the invoice containing the relevant charges. In the event Customer is billed by the NGDC, payment is due to the NGDC as specified in the NGDC bill. Late payments with respect to any amounts due and payable to AEP Energy (including any outstanding late payment charges and Settlement Amount(s) (as hereinafter defined), collectively, "Account Charges") will incur interest charges at a rate of interest equal to one and one-half percent (1.5%) per month or the maximum allowed under applicable law, whichever is less, compounded monthly, and continue to accrue until all such amounts are paid in full. In any instance where any payment is declined by the issuing institution, Customer will be assessed a charge of forty-five dollars ($45) or the maximum allowed under applicable law (whichever is less) per declined payment. Customer is liable for all costs incurred by AEP Energy, including attorneys' fees, in connection with the collection and enforcement of AEP Energy's rights to past due Account Charges.

B. Invoice Revisions: Customer may, in good faith, reasonably dispute in writing the correctness of any invoice rendered under this Agreement with respect to amounts due to AEP Energy by (1) delivering to AEP Energy notice of the dispute, which must include the amount of, and basis for, the disputed amount and supporting documentation (the "Notice of Dispute") and (2) making payment of the undisputed portion of the invoice within the normal terms set forth in Section IV(A). During the forty-five (45) calendar days following AEP Energy's receipt of any Notice of Dispute (the "Dispute Period"), the Parties must expeditiously and in good faith negotiate to resolve any disputed invoice. If the Parties are unable to mutually resolve in writing such dispute during the Dispute Period, either Party may exercise any remedy available to it at law or in equity pursuant to this Agreement. Customer must dispute charges strictly in accordance with the terms of this paragraph or it will be deemed to have waived its rights to dispute such charges. AEP Energy may at any time adjust and re-issue any previously-issued invoice to reflect Customer's actual consumption and charges during the billing period covered therein, irrespective of whether Customer had previously paid the previously-issued invoice.

V. EXTENSION AND CONCLUSION OF TERM

Not less than thirty (30) calendar days prior to the then-current expiration date of the relevant Term, AEP Energy may provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend such Term ("Renewal Term"). Any Renewal Notice will contain AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the duration of the Renewal Term ("Renewal Amendments"). Customer has five (5) business days to reject in writing the Renewal Notice. Customer's failure to reject any Renewal Notice in writing within five (5) business days shall result in all Renewal Amendments, including the Renewal Term, being deemed to have been irrevocably and unconditionally agreed to by Customer.

Following expiration of the Term, AEP Energy may continue to supply Retail Energy under this Agreement to any Service Location on a month-to-month holdover basis (each, a "Holdover Term"). The price payable during any Holdover Term will be a variable price (per Ccf), as determined by AEP Energy and based on the applicable settlement price of the NYMEX Henry Hub Natural Gas futures contracts for delivery during the relevant period (as published by CME Group Inc.), plus (1) an adder of up to $0.500 per Ccf, which adder is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage, and (2) any other related penalties, fees, charges, expenses, and other costs to serve incurred by AEP Energy of every kind and nature and taxes will be passed through in a commercially reasonable manner to Customer with no additional mark-up. Either Party may at any time terminate the Holdover Term and return any Service Location to the NGDC without penalty or prejudice.

In the event of expiration or termination as provided in this Agreement, all further obligations of the Parties under this Agreement will immediately terminate without further liability of the Parties, except for the payment by the owing Party of any sums due and owing to the other Party related to performance delivered prior to termination, whether or not then invoiced, including any further Account Charges. Any other obligation hereunder which by its nature survives, will survive the termination or expiration of this Agreement, including the Parties' respective obligations under the "Title, Indemnification, Warranty, and Limitation of Liability," and "Governing Law, Venue, and Waiver of Jury Trial" sections, and will apply whether in contract, equity, tort, or otherwise. Such expiration or termination will, with respect to each Service Location, be effective on the next switching date available from the NGDC. If the NGDC's retail customer choice program is terminated or materially changed in any manner prior to the end of the Term, AEP Energy may terminate this Agreement without penalty to either Party.

VI. CREDIT

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Each Party represents that there is no bankruptcy, insolvency, reorganization, receivership, or other similar proceeding pending or contemplated by it or, to its knowledge, threatened against it. Customer agrees to provide commercially reasonable credit information upon request. Should the creditworthiness or financial responsibility of Customer become unsatisfactory to AEP Energy at any time during the Term, as determined by AEP Energy in its commercially reasonable discretion, AEP Energy may require (1) additional credit information, including financial statements in accordance with the previous sentence, and (2) that Customer deliver to AEP Energy, as security, adequate assurance of performance in such form and amount as AEP Energy may in its discretion require, including a parental guaranty or letter of credit from a creditworthy entity in each case acceptable to AEP Energy, deposit (consistent with O.A.C. 4901:1-29-07), or prepayment ("Adequate Assurance of Performance"). Upon receipt of such requirement from AEP Energy, Customer has five (5) business days to provide the requested information and/or Adequate Assurance of Performance to AEP Energy.

VII. EVENTS OF DEFAULT

A. Definition: An "Event of Default" means, with respect to the Party to which the following applies (the "Defaulting Party"), the occurrence of any of the following: (1) the failure of such Party to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within three (3) business days after written notice and demand for payment; (2) any representation or warranty made by such Party herein being false or misleading in any material respect when made or ceasing to remain true (and which if capable of being excused or remedied is not remedied within fifteen (15) calendar days after written notice) during any Term; (3) the failure of such Party to perform any material covenant or obligation set forth in this Agreement, including any unexcused failure to deliver or take any quantity of Retail Energy under this Agreement, and such failure is not excused pursuant to Force Majeure (as hereinafter defined) or remedied within fifteen (15) calendar days after written notice; (4) either Party, or the entity providing Adequate Assurance of Performance, disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, this Agreement or any Adequate Assurance of Performance issued in connection with this Agreement; (5) AEP Energy's receipt of notice from Customer (other than as provided in Section VIII of this Agreement) or any NGDC of Customer's effective or intended termination of supply with AEP Energy at any Service Location prior to the end of the Term; (6) Customer (A) files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization, or similar law, or has any such petition filed or proceeding commenced against it, (B) makes an assignment or any general arrangement for the benefit of creditors, (C) otherwise becomes bankrupt or insolvent (however evidenced), or (D) has a liquidator, administrator, receiver, trustee, conservator, or similar official appointed with respect to it or any portion of its property or assets, regardless of whether such appointment is made in connection with a bankruptcy proceeding or reorganization for the benefit of creditors; (7) the occurrence of any event of default with respect to Customer under any other agreement between the Parties, including any other agreement for, or in support of, the purchase and sale of retail energy; or (8) the failure of Customer to deliver requested information and/or to deliver, and/or cause to be delivered, Adequate Assurance of Performance or otherwise satisfy the creditworthiness requirements under the "Credit" section.

B. Suspension and Early Termination: If an Event of Default occurs, the Party that is not the Defaulting Party (the "Non-Defaulting Party") may, at its option and in its sole discretion, take any one or more of the following actions: (1) suspend its performance under this Agreement; (2) terminate this Agreement by sending notice to the Defaulting Party; or (3) exercise such other rights and remedies as are available to it at law or in equity pursuant to this Agreement. In the event of such suspension or termination, Customer shall pay to AEP Energy all amounts owed under this Agreement, including amounts owed for delivered performance, whether or not then invoiced. In the event of such an early termination, (i) AEP Energy shall return the relevant Service Location(s) to the NGDC effective on the next switching date available from such NGDC and (ii) the Defaulting Party shall also pay to the Non-Defaulting Party any damages incurred by the Non-Defaulting Party related thereto, including liquidated damages related to termination of the purchase and sale of the Retail Energy (such liquidated damages, the "Settlement Amount") calculated as follows:

- For purposes of calculating any Settlement Amount, Customer's "Historical Annual Consumption" is equal to Customer's consumption at the terminated Service Location(s) in the preceding twelve (12) months.

- If Customer's Historical Annual Consumption is less than or equal to five thousand (5,000) Ccf, the Settlement Amount is equal to the number of months remaining in the Term multiplied by twenty-five dollars ($25). For example, if this Agreement is terminated two (2) months early, two (2) months x twenty-five dollars ($25) per month = fifty dollar ($50) Settlement Amount.

- If Customer's Historical Annual Consumption is greater than five thousand (5,000) Ccf but less than or equal to fifty thousand (50,000) Ccf, the Settlement Amount is equal to the number of months remaining in the Term multiplied by one hundred dollars ($100). For example, if this Agreement is terminated two (2) months early, two (2) months x one hundred dollars ($100) per month = two hundred dollar ($200) Settlement Amount.

- If Customer's Historical Annual Consumption is greater than fifty thousand (50,000) Ccf, the Settlement Amount is equal to (a) Contract Value *minus* Wholesale Market Value (if Customer is the Defaulting Party) or (b) Retail Market Value *minus* Contract Value (if AEP Energy is the Defaulting Party). For the avoidance of doubt, no Settlement Amount is due to a Party under this Agreement if such Party is the Defaulting Party.

As used herein, the following terms have the following meanings:

"Contract Value" means the amount that would have been owed by Customer related to the Remaining Performance (as hereinafter defined).

"Retail Market Value" means what Customer is actually paying,

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so long as no more than is commercially reasonable, related to the Remaining Performance.

"Remaining Performance" means the amount of Retail Energy expected to be supplied by AEP Energy during the remainder of the relevant Term had the Event of Default not occurred.

"Wholesale Market Value" means the value that AEP Energy accrues in reallocating, terminating, or liquidating any portion of any natural gas supply, gas storage, or gas transportation contract, hedge, or related trading position or arrangement held by or for AEP Energy, or in avoiding any cost, in the case of any cost component (e.g., storage contract or basis hedge), related to the Remaining Performance. For the avoidance of doubt, AEP Energy is not required to enter into a replacement transaction(s) in order to determine the Wholesale Market Value.

The Non-Defaulting Party shall calculate the Settlement Amount in its commercially reasonable discretion, including, where applicable, its estimates of forward market prices. Such Settlement Amount calculation will be made available to the Defaulting Party upon written request. The Settlement Amount will be paid by the Defaulting Party to the Non-Defaulting Party within five (5) business days after notice of the Settlement Amount due and owing to the Non-Defaulting Party. The Parties acknowledge and agree that the Settlement Amount constitutes a reasonable approximation of harm or loss, is a fair and reasonable method of estimating damages that a Party will suffer or incur in such a case in the light of the anticipated or actual harm caused by the termination or suspension, the difficulties of proof of loss, and the inconvenience or non-feasibility of otherwise obtaining an adequate remedy, and is not a penalty or punitive in any respect but is reasonable compensation for a Party's damages.

VIII. SERVICE LOCATION CLOSURE

Customer must provide AEP Energy at least thirty (30) calendar days' prior written notice prior to terminating supply to Customer at any Service Location, including as a result of ceasing operations at such Service Location, closing any Service Location, or the sale of any Service Location to an unrelated third party. Customer is responsible for payment of damages incurred by AEP Energy, if any, relating to or arising from any such termination of supply. Such damages will be calculated in the same manner as the Settlement Amount as if Customer is the Defaulting Party. If Customer does not pay AEP Energy for related damages owed in accordance with this section, AEP Energy reserves the right to adjust, in its commercially reasonable discretion, the pricing for any remaining Service Location(s) based on the remaining estimated consumption to recoup such damages. The Parties' obligations under this Agreement will continue in full force and effect for any remaining Service Location(s).

IX. RELATIONSHIP OF PARTIES

The relationship between the Parties is that of independent contractors for the sale and purchase of Retail Energy. Nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership, other joint undertaking, or any other relationship or imposes a trust or partnership duty, obligation, or liability on either Party. Customer acknowledges that, other than those representations contained in this Agreement, it has not relied on any representation, communication (written or oral), or omission by AEP Energy in entering into this Agreement, including in evaluating the advantages or disadvantages of any specific product or service or predictions about savings, future energy prices, or any other matter. Customer acknowledges that the NGDC's standard offer service rates generally change from time to time and therefore AEP Energy does not provide any guarantee of savings in comparison to the NGDC's standard offer service rates. If Customer received price comparison(s) in connection with this Agreement, by entry into this Agreement, Customer understands and agrees that it has been informed, prior to its entry into this Agreement, that no guarantee of savings is being provided. If a property management company or agent ("Agent") is acting and executing on behalf of the owner of any Service Location (the "Owner"), Agent represents and warrants that it has the full and complete authority to execute and bind the Owner to this Agreement and that the term of such authorization from the Owner does not expire or terminate prior to the end of the Term. Customer agrees and acknowledges that any agent, broker, consultant, or other third party involved in any solicitation or transaction hereunder ("ABC") serves as an agent of Customer during such sales process and may receive a commission paid by AEP Energy out of payments from Customer hereunder.

X. ASSIGNMENT

This Agreement will bind and inure to the benefit of each Party's successors and permitted assigns. No Party may assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent must not be unreasonably withheld, conditioned, or delayed; provided, however, that without such consent, but with prior notice, either Party may assign its rights and obligations under this Agreement to an entity in control of, controlled by, or under common control with such Party (an "Affiliate") or transfer this Agreement to any successor acquiring all or substantially all of the assets of such Party, or with respect to AEP Energy all or substantially all of the retail natural gas supply business of AEP Energy, so long as (1) with respect to Customer, such Affiliate or successor, as applicable, (A) is reasonably determined in writing by AEP Energy to be of similar or greater credit quality than Customer and able to perform Customer's obligations hereunder and (B) delivers such enforceability assurances as AEP Energy reasonably requests and (2) with respect to AEP Energy, such Affiliate or successor is contractually obligated to continue to supply Customer at the Retail Energy pricing specified herein. Any assignment or transfer of this Agreement in contravention of this section is null and void and will constitute an Event of Default at the election of the non-breaching Party.

XI. FORCE MAJEURE

Neither Party will be required to perform or fulfill its obligations (other than such Party's obligation to make payment(s) then due or becoming due with respect to delivered performance prior to a Force Majeure) under this Agreement so long as and to the extent a Party (the "Claiming Party") is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Claiming Party gives notice to the other Party, which must include the reasonably sufficient basis for such Force Majeure, as soon as practicable after it has actual, or reasonably should have had constructive, knowledge of such Force Majeure. "Force Majeure" means an event or circumstance that (A) prevents the Claiming Party from

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performing its obligations; (B) cannot be reasonably overcome or avoided; (C) is beyond the Claiming Party's reasonable control; and (D) does not result from the Claiming Party's fault, negligence, or particular economic circumstances, including, to the extent satisfying the foregoing requirements, acts of God; landslides; lightning; fire; storms or storm warnings; flood; weather related events affecting an entire geographic region, such as low temperatures that cause freezing or failure of any gas transportation system, wells, or lines of pipe; terrorism; sabotage; breach by the NGDC; natural gas pipeline, supply or storage loss, interruption, curtailment, or restriction; occurrence of a force majeure event affecting, or service curtailment by, any natural gas commodity supplier or transporter related to the Retail Energy; an Operational Flow Order (OFO); earthquake; war; riot or other civil unrest; or requirements, actions, or failure to act on the part of governmental authorities, including actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Notwithstanding the foregoing in this section, in no event will Force Majeure be, or will the applicable Party's performance be excused, based on economic hardship of either Party, including a Party's ability to purchase or sell, as applicable, Retail Energy at a price more advantageous than the price hereunder, or with respect to Customer, the loss or failure of Customer's facilities, the loss of business by Customer, or Customer's inability or inability economically to use Retail Energy purchased hereunder. No Claiming Party will receive the benefit of this provision to the extent such Party fails to take all commercially reasonable acts, short of litigation, to remedy the Force Majeure or fails to resume performance of its obligations with all reasonable dispatch following resolution of the Force Majeure. If the Force Majeure continues for a period more than thirty (30) calendar days, then the non-Claiming Party may terminate this Agreement by giving the other Party notice of the early termination, without such termination constituting an Event of Default.

XII. REGULATORY EVENT

If any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge, or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, other transporter, or other regulated service provider materially alters to the detriment of AEP Energy its costs to perform or its economic returns under this Agreement (a "Regulatory Event"), AEP Energy may pass through such cost or economic effect to Customer to eliminate the impact of such Regulatory Event, and all other terms and conditions of this Agreement will remain in full force and effect. For the purposes of a Regulatory Event, "material" means a change that results in an increase in the relevant Retail Energy pricing hereunder for the remainder of the relevant Term by $0.05 per Ccf or more.

XIII. FORWARD CONTRACT

The Parties agree that (A) this Agreement constitutes a "forward contract" within the meaning of Section 101(25) of Title 11 of the United States Code (as amended, the "Bankruptcy Code"), and for all purposes under the Bankruptcy Code; (B) AEP Energy constitutes a "forward contract merchant" within the meaning of Section 101(26) of the Bankruptcy Code and for all purposes under the Bankruptcy Code; (C) AEP Energy is acting as a "forward contract merchant" in connection with this Agreement; and (D) all payments made by Customer to AEP Energy hereunder are "settlement payments" within the meaning of Section 101(51A) of the Bankruptcy Code and for purposes of all forward contract provisions in the Bankruptcy Code.

XIV. CONFIDENTIALITY

Both Parties agree to keep confidential the terms and conditions of this Agreement and each proposed or consummated transaction hereunder, including price, product specifications, and quantity information, except for any required disclosure to any regulatory body, governmental entity, or agency having jurisdiction, any disclosure reasonably necessary to enforce the terms of this Agreement, or any disclosure to any accountant, attorney, or other professional acting on behalf of or representing the receiving Party, any ABC, or any affiliated or third-party agent, advisor, or contractor implementing this Agreement or the purposes hereof.

XV. TITLE, INDEMNIFICATION, WARRANTY, AND LIMITATION OF LIABILITY

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Title to and control and possession of the Retail Energy will pass from AEP Energy to Customer at the Delivery Point. ~~AEP Energy shall have and assume responsibility for any injury, loss, expense, penalty, liability, damage, or loss (each, a "Liability") with respect to, and shall defend, indemnify, and hold harmless Customer against all claims and Liabilities, including attorneys' fees (collectively, "Claims"), arising from, the Retail Energy prior to its delivery to the relevant Delivery Point, and Customer shall have and assume responsibility for any Liability with respect to, and shall defend, indemnify, and hold harmless AEP Energy against all Claims arising from, the Retail Energy at and after the relevant Delivery Point, in each case, with respect to each Party, except to the extent such Claims and/or Liabilities arise out of the indemnified Party's negligence or breach of this Agreement.~~ Customer acknowledges that AEP Energy (A) is not a producer of natural gas, including the Retail Energy; (B) directly or indirectly procures the Retail Energy from third-party producers or resellers; and (C) does not own or operate transportation or distribution systems through which the Retail Energy is delivered to Customer and therefore agrees that AEP Energy is not liable for any damages associated with any failure or delay of such transportation or distribution systems. AEP Energy warrants good title to all Retail Energy delivered hereunder at the Delivery Point free and clear of any liens or other encumbrances or title defects. THIS IS AEP ENERGY'S ONLY WARRANTY CONCERNING THE RETAIL ENERGY PROVIDED HEREUNDER AND IS MADE EXPRESSLY IN LIEU OF (AND AEP ENERGY EXPRESSLY DISCLAIMS) ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHERWISE. EXCEPT AS PART OF ANY PAYMENT OF THE SETTLEMENT AMOUNT OR OTHERWISE AS EXPRESSLY PERMITTED IN ACCORDANCE WITH THE TERMS HEREOF, NEITHER PARTY WILL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, LOST

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PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT OR OTHERWISE. IN ADDITION, AEP ENERGY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO AN AMOUNT EQUAL TO THE TOTAL OF THE AEP ENERGY CHARGES CONTAINED IN THE FIRST TWO INVOICES REFLECTING THE ENERGY COST SPECIFIC TO CUSTOMER'S METER READS AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. THE PARTIES AGREE THAT ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE ("UCC") APPLIES TO THE TERMS OF THIS TRANSACTION AS IF THE RETAIL ENERGY SOLD HEREUNDER WERE A "GOOD," NOTWITHSTANDING WHETHER THE RETAIL ENERGY SOLD HEREUNDER MEETS THE DEFINITION OF A "GOOD" UNDER THE UCC OF THE GOVERNING LAW.

XVI. NOTICES

Any notice served hereunder from AEP Energy to Customer, must be in writing and sent to any of Customer's notice or billing or email addresses as specified in writing by Customer from time to time, or to the address of any Service Location. Any notice served hereunder from Customer to AEP Energy must be in writing and delivered to AEP Energy, Inc., Attn: Contract Management, 1 Riverside Plaza, 20th Floor, Columbus, OH 43215 or such other address specified in writing by AEP Energy from time to time as the notice address. Absent proof of actual receipt, notice will be deemed to have been received (A) if by email, on the close of the business day on which it was transmitted, (B) if by overnight mail or courier, on the next business day after it was sent, or (C) if by first class mail, on the fifth (5th) business day after mailing, each as established by business records or any other commercially reasonable evidence.

Customer is responsible for communicating to AEP Energy each change to Customer's billing, notice, or email address, ownership, business name, telephone number, contact person, or meter number(s) for each Service Location as soon as practicable and in no event later than fifteen (15) calendar days after such change takes effect. Customer affirms its agreement that AEP Energy and entities calling on AEP Energy's behalf may make calls to the number(s) Customer has provided, or will provide during the Term, regarding Customer's account(s), including about amounts due. By providing AEP Energy Customer's email address, Customer agrees to receive notices electronically, where permitted under applicable law.

AEP Energy Contact Information: AEP Energy's (A) mailing address is 1 Riverside Plaza, 20th Floor, Columbus, OH 43215; (B) website address is AEPenergy.com; and (C) toll-free telephone number is 866-258-3782 (Mon. - Fri.: 8 a.m. - 7 p.m. (EPT)).

XVII. GOVERNING LAW, VENUE, AND WAIVER OF JURY TRIAL

This Agreement, with respect to any Service Location, is governed by, and construed and enforced exclusively in accordance with, the laws of the state where such Service Location is located, without regard to its choice of law provisions. Each Party expressly waives its rights as a consumer under any law granting consumers special rights and protections. Any action suit, or proceeding directly or indirectly arising out of, or in connection with, this Agreement (each, an "Action") must be litigated exclusively in any federal court, if it has jurisdiction over the matter, or any state court, if there is no federal jurisdiction, located within the state where any Service Location that is a subject of such Action is located, in the plaintiff Party's sole discretion, and the Parties expressly consent and irrevocably submit to the jurisdiction of said courts for purpose of any such Actions and covenant not to sue in any other court. The Parties agree not to raise, and waive, any objections or defenses based upon venue or forum non conveniens. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.

Any Action must be brought in the plaintiff or claimant Party's individual capacity and not as a plaintiff, class member, or representative class member in any purported class action, collective action, or representative action or proceeding. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE ACTION OR PROCEEDING. TO THE EXTENT EITHER PARTY IS SO PERMITTED TO PROCEED: (A) THE PREVAILING PARTY IS NOT ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH SUCH ACTION; AND (B) THE PARTY WHO INITIATES OR PARTICIPATES AS A NAMED REPRESENTATIVE OF ANY PURPORTED CLASS MUST NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH SUCH ACTION. Nothing in this Agreement shall impair Customer's right to make an informal or a formal complaint to the applicable state commission.

XVIII. SEVERABILITY AND WAIVER

If any provision in this Agreement is determined or rendered void, unlawful, or otherwise unenforceable for any reason whatsoever, (A) the remaining provisions will remain in force and not otherwise be affected, and (B) such provision will be deemed amended to the extent necessary to make it valid while still giving effect to the agreement of the Parties. The rights and remedies of the Parties under this Agreement and at law are cumulative. No waiver of any breach of this Agreement will operate as a waiver of any other or subsequent breach. No delay, failure, or single or partial exercise by AEP Energy in enforcing any part of this Agreement will be deemed a waiver of or will prejudice any of its rights or remedies hereunder.

XIX. ENTIRE AGREEMENT, AMENDMENT, AND MISCELLANEOUS

This Agreement sets forth all understandings between the Parties regarding the subject matter hereof, and any prior contracts, understandings, and representations, oral or written, relating to such subject matter are merged into, and superseded by, this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by a duly authorized representative of each Party. No failure to enforce will be deemed to constitute an amendment hereto. The words "include" and "including" are deemed to be followed by the phrase "without limitation." The word "or" is not exclusive. The headings and subheadings contained in this Agreement are used solely for convenience, do not constitute a part of this

Agreement, and must not be used to construe or interpret the provisions of this Agreement. This Agreement must be considered for all purposes as prepared through the joint efforts of the Parties, simply construed according to its fair meaning, and not construed against a Party as a result of the manner in which this Agreement was negotiated, prepared, drafted, or executed. This Agreement is effective only upon Customer's execution and AEP Energy's subsequent execution or performance of this Agreement.

XX. REGULATORY DISCLOSURE(S)

AEP Energy is a competitive retail natural gas service provider and an affiliate of Ohio Power Company (AEP Ohio). AEP Energy is not soliciting on behalf of and is not an agent of AEP Ohio. Customer has the right to request from AEP Energy twice within a twelve (12) month period up to twenty-four (24) months of Customer's payment history without charge. Customer may be charged switching fees by the NGDC.

XXI. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which will be considered an original, all of which together will constitute one and the same agreement, and any of which may be executed and evidenced by signature transmitted by email or other electronic means as though it were an original. Each Party agrees that any Party may execute this Agreement using electronic means, including the use of electronic signatures whether digital or encrypted, by the Parties, which the Parties agree are intended to authenticate such writing and will have the full force and legal effect as if the electronic signatures were traditional hand-written signatures. Each Party agrees not to contest, or assert any defense to, the validity, admissibility, or enforceability of either Party's electronic signature on the grounds that such signature is in electronic form or was executed or evidenced by email or other electronic means or an electronic record was used in its formation.

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FOR OHIO SMALL COMMERCIAL CUSTOMERS ONLY

If as of the date you sign this Agreement, your account is used for non-residential end use consumption with less than 5,000 Ccf per year at a single location or you have three (3) locations or less, you qualify as a "Small Commercial Customer." As a Small Commercial Customer, the following terms apply to you in addition to, or (as applicable and specified) instead of and will replace, the General Terms and Conditions set forth above in this Agreement:

- You may, without penalty, rescind this Agreement by calling your relevant natural gas distribution company, which shall be specified on Schedule 1 ("NGDC") or by written notice to the NGDC within seven (7) business days following the postmark date on the NGDC's confirmation notice to you of your switching service to AEP Energy. The following are toll-free or local telephone number(s) for each applicable NGDC that you can call to rescind the enrollment:
  Columbia Gas of Ohio: 1-800-344-4077
  Dominion Energy: 1-800-362-7557
  Vectren: 1-800-227-1376
  Duke Energy: 1-800-774-1202
- You acknowledge that if you switch your account back to the NGDC, you may or may not be served under the same rates, terms, and conditions that apply to other customers served by the NGDC.
- The second sentence of the second paragraph of Section I (Purchase and Sale of Retail Energy) does not apply to you and shall be replaced with the following:

  AEP Energy reserves the right to reject or not enroll any Service Location that does not meet the preceding criteria, or which consumes more than 5,000 Ccf per year, and return Customer to the previous AEP Energy product, if applicable, with no penalty to AEP Energy.

- The first and second paragraphs of Section V (Term, Renewal, and Effect of Termination) do not apply to you and shall be replaced with the following:

  Not less than forty-five (45) calendar days prior to the then-current expiration date of the Term) and consistent with the applicable PUCO rules, AEP Energy may provide written notice ("Renewal Notice") to Customer of AEP Energy's intent to extend the relevant Term ("Renewal Term") along with AEP Energy's proposed changes, amendments, deletions, or additions to the terms and conditions of this Agreement, including with regard to fees, charges, and the Renewal Term ("Renewal Amendments"). A notice of expiration will be sent between forty-five (45) and ninety (90) calendar days prior to the then-current expiration date of the Term if no Renewal Notice is sent and **this Agreement will automatically renew on a month-to-month holdover basis ("Holdover Term") at a variable price (per Ccf), as determined by AEP Energy and based on the applicable settlement price of the NYMEX Henry Hub Natural Gas futures contracts for delivery during the relevant period (as published by CME Group Inc.), plus an adder of up to $0.500 per Ccf, which adder is inclusive of any and all applicable bypassable costs, charges, and fees for transportation and storage, and any and all other costs to serve incurred by AEP Energy of every kind and nature and taxes shall be passed through in a commercially reasonable manner to Customer with no additional mark-up and AEP Energy can renew this Agreement without your affirmative consent even with this change in the rate**. Either Party may at any time terminate the Holdover Term and return any Service Location to the NGDC without penalty or prejudice.
  For any Renewal Notice that contains Renewal Amendments with a Renewal Term longer than month-to-month and a Settlement Amount greater than zero dollars ($0), but less than twenty-five dollars ($25), then AEP Energy also will provide a second renewal notice either in writing, by telephone, by notice in your bill, or by email at least thirty-five (35) calendar days prior to the end of the initial Term, consistent with 4901:1-29-10(G)(3) of the Ohio Administrative Code, and **this Agreement shall be automatically renewed for the renewal term with the revised terms and conditions by AEP Energy without your affirmative consent even with this change in the rate and other terms and conditions**, unless you notify AEP Energy in writing rejecting the renewal term on such terms and conditions no later than five (5) business days after receipt of such Renewal Notice or such second renewal notice, as applicable.
  Any Renewal Notice that contains Renewal Amendments with a Renewal Term longer than month-to-month and a Settlement Amount of twenty-five dollars ($25) or greater will require your affirmative consent to any changes pursuant to 4901:1-29-10 of the Ohio Administrative Code, and if such consent is not provided, you will automatically revert to the NGDC unless you choose another CRES provider.
- The last sentence of Section V (Term, Renewal, and Effect of Termination) does not apply to you as a Small Commercial Customer and shall be deleted.

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- If, due to a change in market conditions, AEP Energy wishes to lower the Retail Energy Price charged to Customer under this Agreement, AEP Energy may do so without consent provided there are no other changes to the terms and conditions to this contract.
- If you move your account to a location either outside of AEP Energy's service territory or the NGDC's service area, or within the service territory of an incumbent natural gas company that does not permit portability of this Agreement, you may automatically terminate this Agreement without any obligation to pay any Settlement Amount (as defined above). Section VIII (Service Location Closure) does not apply to you as a Small Commercial Customer
- Your represent that you have not failed to discharge or enter into a plan to discharge, all existing arrearages owed to or being billed by the NGDC. Your failure to pay NGDC charges may result in your account being disconnected in accordance with the NGDC tariff and this Agreement with AEP Energy may be automatically terminated, leading to early termination penalties.
- The Events of Default contained in Section VII(A) do not apply to you as a Small Commercial Customer. An Event of Default (as defined above) will only occur when: (1) In the case where AEP Energy bills for its own services, should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangement (at which time, this Agreement may be terminated by AEP Energy on fourteen days' notice and early termination penalties will apply); and (2) in the case where the NGDC bills for the commodity service of AEP Energy, should Customer fail to pay the bill or fail to meet any agreed-upon payment arrangement (at which time, Customer's service may be terminated in accordance with the incumbent NGDC's tariffs and this Agreement will automatically terminate, leading to early termination penalties). This Agreement automatically terminates if AEP Energy returns your Service Location(s) to the NGDC's applicable tariff service; provided that AEP Energy is permitted to terminate the Agreement under the terms and conditions of this Agreement.
- *Consumer Complaints*: If your complaint is not resolved after you have called AEP Energy and/or your NGDC, or for general utility information, as a Small Commercial Customer, you may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. (EPT) weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
- Your account number(s) or any of your customer information will not be released without your express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.
- If you voluntarily return to the NGDC after your supply from AEP Energy, you may be charged a price other than the NGDC's applicable tariff rate.

Customer Information		
	Billing Information: ☐ Please send paper invoices.	**Contract Notice Information:** ☐ Same as Billing Information
Address 1:	4200 Springdale Rd Cincinnati, OH 45251-1419 US	4200 Springdale Rd Cincinnati OH 45251-1419
Address 2:		
Attn:		
Telephone:		
Email:	provnoemail@aepenergy.com	

Each of the Parties has caused this Agreement to be executed by a duly authorized representative, who, by applying his or her signature, represents and warrants full right, power, and authority to sign on behalf of the relevant Party named below, effective as of the date first written above.

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Docusign Envelope ID: 2F6EE5D1-7FF8-874E-8348-3C5BD4852EF2

AEP Energy, Inc.		**Customer:**	**ColerainTownship, Hamilton County, Ohio**
Signature:	Signed by: Brian P. Whitlatch EEFCE93F93C44AE...	Signature:	Jeff Weckbach
Name:	Brian P. Whitlatch	Name:	Jeff Weckbach
Title:	Sr. Vice President, Customer Solutions	Title:	Administrator

CONSENT ITEMS

Department: Administration

Department Director: Tiphanie Mays, Assistant Administrator

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

Contract - IH21 - Health Screenings - $350 - NO EXP

Recommend approval of all consent items.

Rationale:

This contract is for health screenings for employees which is mandatory for certain Collective Bargaining Agreements.

INTEGRATED HEALTH 21 | HealthWorks Central Division



Wellness Contract

Prepared for: Colerain Township

4350 Glendale-Milford Road
Suite 110, Blue Ash, OH 45242
513-751-1288



Thank you for partnering with Integrated Health 21 (IH21)for your company's wellness solutions.

Enclosed you will find the following documents:

1. **Service Estimate** - List of Services and Applicable Pricing (acceptance required). This ***quote is based on an estimated number of participants and subject to change***. Note: the following additional fees *may* apply based on the scope of the project: Staff fee (over/under staffing or not meeting minimum participation requirement) and/or Travel fees, *if applicable*.

2. **Service Agreement** - A description and terms of services. Please take a moment to review, some additional fees may apply and will be outlined in this agreement (acceptance required).

3. **Eligibility Template** - If an eligibility template is required, your account manager will notify you.

SERVICE ESTIMATE

Service Estimate	Price	QTY	How Billed	Subtotal
Additional Fees May Apply-See HealthWorks Agreement Below Minimum Site Fee for falling below 25 Participants ($300 1-9p; $150 10-24p)	$0.00	1	Flat Fee	$0.00
Biometric Screening-Finger Stick w/ A1-C - ANTHEM IH21 will file the biometric screening directly with Anthem health insurance carrier for full reimbursement. Any rejected claims will be invoiced to client after the event	$0.00	12	Per PLAN MEMBER Participant	$0.00
				$0.00
			Total	**$0.00**

SERVICE AGREEMENT

Before we get started you need to:

1. **Review the Integrated Health 21 Service Agreement (and initial where prompted)**
2. **Sign below to accept this Proposal and the Integrated Health 21 Agreements**

Event Details

- Staff will arrive 30-45 minutes prior to event start time to get the room set-up. Please make sure there is a table, 2 chairs, a trash can and an electrical outlet for each screening station.

- Client is responsible for monitoring event signups. To avoid over-staffing charges, client must notify Integrated Health 21 at least 8 business days prior to the screening if the estimated number of signups has decreased by more than 10%. See "Added Fees" explanation below.

Event Date	Location	Estimated Participants	Event Time
10/29/26	Basement Training Room	12	7am-9am

Services to be rendered

Staffing: Integrated Health 21 will provide adequate staff for conducting biometric health screenings and/or health awareness programming as described in the original proposal based on client projection.

Event Communications: The event schedule and Marketing toolkit will be sent from IH21 one month prior to the event, *given that Integrated Health 21 has received a signed contract & Eligibility List*.

- **Appointment Scheduling**: Online scheduling provided for appointment bookings.

- **Aggregate Reporting** will be made available 4 weeks after the last screening event. Note, there must be at least 25 participants in order to receive this report. Additional reporting requests are billed at $50/hr.

- **Results delivery**
  Fingerstick results are available immediately and will also be viewable within our portal within 3-5 business days.

Terms and Obligations

Minimum Participation Requirement: Screening clinics require a **25-participant minimum**. If attendance falls below 25 participants, the client will be billed for the shortfall. The maximum charge (or cap) for low attendance is **$350,** and the expectation is appointments scheduled consecutively**.**

Examples:

- 23 participants = client billed for 2 participants ($71 x 2 = $142)
- 20 participants = client billed the maximum fee of $350 ($71 x 5 = $355; however, fee is $350 due to cap)

Excessive Downtime: Client is responsible for 90% of projected participation number locked down at 8 business days prior to scheduled event (e.g., client projects 50 participants but only has 42 go through the screening). 90% of 50 would make the minimum 45 participants, therefore the client would be invoiced for 3 additional screenings. Changes in projected participation will not be accepted less than 8 business days prior to the event.

Non-standard clinic hours: Events starting before **6:30am**, ending after **6:30pm**, or on a **weekend** are subject to a $50 labor fee per screener.

Cancellation Policy:

- Event cancelled after the secured date / agreement signed: $150
- Event(s) cancelled less than 7 business days from the scheduled event: $250

Travel Fees: Invoiced at cost and defined as Outside major metropolitan area **(population under 100,000)**. Travel fees include mileage **>30 miles one way** and will apply when the client site is not within 30 miles of a U.S. city with a population of 100,000 or greater (see zip Code calculator below), parking, hotel fees, per diem possible and air travel may apply. Fees are evaluated on a location-by-location basis and date availability.

- Akron - 44325
- Cincinnati - 45219
- Cleveland - 44113
- Columbus - 43202
- Dayton - 45201
- Toledo - 43604

Payment Terms: Net 30. A late fee of 2% per month on outstanding balances after due date will apply.

Insurance:

- **Professional and Liability Insurance** will be maintained by Integrated Health 21. A copy of our Certificate of Insurance will be provided upon request.

Privacy:

- Integrated Health 21 agrees to keep all the information obtained from the health risk screens confidential and to comply with all applicable laws regarding such information.

Uninsured / Rejected Claims:

- If Integrated Health 21 is filing the biometric screening as a preventative claim with an approved insurance carrier or TPA, any rejected claims and/or for participants not covered under Client's health insurance plan will be invoiced to client.

Covered Entity: Integrated Corporate Health (IH21)	**Business Associate**: Colerain Township
Signature *Valerie Webster*	Signature Jeff Weckbach
Name **Valerie Webster**	Name Jeff Weckbach
Title **President**	Title Administrator
Date 08 / 15 / 2026	Date 8/21/26

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is by and among Integrated Corporate Health, LLC d/b/a Integrated Health 21 ("Business Associate"), and Client ("Covered Entity").

WHEREAS Business Associate and Covered Entity have entered into one or more service agreements pursuant to which Business Associate will provide certain services to the Covered Entity (collectively, the "Service Agreement");

WHEREAS, in its provision of services to the Covered Entity, Business Associate may have access to paper and/or electronic records containing PHI (as defined below) and, as such, Business Associate is a business associate of the Covered Entity;

WHEREAS, the use and disclosure of certain individually identifiable health information is regulated by the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, and administrative simplification regulations including privacy regulations ("Privacy Rules") security regulations ("Security Rules") and standard transaction regulations (EDI Rules) collectively "HIPAA";

WHEREAS, Covered Entity and Business Associate desire that any services performed by Business Associate in connection with Service Agreement comply with the applicable provisions of HIPAA;

NOW THEREFORE, for and in consideration of the promises set forth herein and with the intent to be legally bound, the parties agree as follows.

I. Definitions.

A. Unless otherwise specifically defined herein, capitalized terms shall have the meaning given by HIPAA. The citation to any provision of HIPAA herein shall mean the current statutory or regulatory provision, any successor thereto, or such provision as may be subsequently renumbered or redesignated.

B. The term "HITECH" means the Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009 ("ARRA").

C. The term "HHS" means the Department of Health and Human Services.

D. The term "OCR" means the Office for Civil Rights, Department of Health and Human Services.

II. Permitted Uses and Disclosures by Business Associate.

A. Except as otherwise permitted herein, Business Associate may only use or disclose Protected Health Information ("PHI") to perform functions, activities, or services required under the Service Agreement to the extent such use or disclosure of PHI would not violate: (1) HIPAA if done by Covered Entity, or (2) applicable HIPAA minimum necessary standards which require that the PHI is collected, created, or re-disclosed only to the minimum extent reasonably necessary to permit the performance of Business Associate 's duties under this Agreement.

B. Business Associate may use PHI received by Business Associate in its capacity as a Business Associate, if necessary, for the proper management and administration of Business Associate to the extent required by law, or to carry out the legal responsibilities of Business Associate.

1. Business Associate may disclose such PHI for the proper management and administration of Business Associate or to carry out the responsibilities of Business Associate , provided that such disclosures are Required By Law and, unless prohibited by law, Business Associate obtains written, reasonable and satisfactory assurances from the person to whom such information is disclosed that such information will remain confidential and used or further

disclosed only as required by law and will be used in accordance with terms no less restrictive than the terms hereof.

C. Business Associate may use PHI to provide Data Aggregation services to Covered Entity to the extent permitted by 45 CFR 164.504(e)(2)(i)(B).

III. Obligations and Activities of Business Associate .

A. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. As used herein, "Required by Law" shall mean required in order to comply with judicial process or any applicable statute or regulation.

B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by or permitted under this Agreement.

1. Business Associate agrees to implement administrative, physical, and technical safeguards in accordance with the Security Rule that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity; and will adopt, maintain and update written policies and procedures consistent with the requirements of HIPAA with respect to its administrative, physical and technical safeguards.

2. Such safeguards shall be consistent with the applicable requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH") pertaining to the security of electronic PHI ("EPHI"). Business Associate will ensure that any agent, including a partner or subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect it. Business Associate shall also develop and implement policies and procedures and maintain documentation of such policies and procedures to assure compliance with the Security Rule standards as required by HITECH.

3. Business Associate shall promptly report any security incident (as defined in 45 C.F.R. Section 164.304) of which Business Associate becomes aware to Covered Entity.

4. Business Associate shall ensure that any agent, including any subcontractor, to whom Business Associate provides EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI.

C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

D. Business Associate shall store the PHI and confidential data shared hereunder only in secure data facilities located in the United States of America and shall adopt security measures to assure that no person or entity physically located outside of the United States of America can access, acquire use or disclose any such data.

E. Business Associate agrees to report to Covered Entity any of the following of which Business Associate becomes aware within three (3) business days following discovery: (1) any use or disclosure of the PHI by Business Associate not provided for by or permitted under this Agreement, (2) any Security Incident. For the purposes hereof, "Security Incident" shall mean the following, as provided under HIPAA Section 164.304, "the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system," (3) any acquisition, access, use or disclosure of "Unsecured Protected Health information" (as defined by HITECH and related regulations) in a manner not permitted by the HIPAA privacy rule. As used herein, "discovery" means the time at which the Business Associate knew, or in the exercise of reasonable discretion should have known of the use, disclosure, acquisition or access.

1. At a minimum, and to the extent known by the Business Associate , the report shall include the following: (1) the identification of each individual whose PHI or Unsecured PHI has been, or is reasonably believed to have

been, accessed, acquired or disclosed, (2) the nature of the non-permitted access, use or disclosure, including the date of the event and the date of discovery of the event, (3) the PHI accessed, used or disclosed, (4) who made the non-permitted access, use or disclosure and who received the non-permitted disclosure, (5) what corrective action Business Association has taken or will take to prevent further non-permitted access, uses or disclosures, (6) what supplier did or will do to mitigate any deleterious effect of the non-permitted use, access or disclosure, and (7) such other information as Covered Entity may reasonably request.

2. Business Associate shall cooperate with Covered Entity in meeting its obligations under HITECH and other security breach notification laws.

3. Notification to Individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. Business Associate shall not notify Individuals whose PHI has been breached without the express written permission of Covered Entity but shall notify the affected Individuals upon written request of Covered Entity.

F. Business Associate shall notify Covered Entity (a) in advance of any disclosure of PHI that Business Associate is Required by Law to make, and (b) in advance of engaging in any subcontractor relationship under which any PHI provided hereunder may be shared and obtain Covered Entity's prior written approval which it may withhold in its sole discretion.

G. Business Associate shall ensure that any agents, including any subcontractors approved in accordance herewith, to whom Business Associate provides PHI covered by this Agreement agrees to be bound by the same restrictions and conditions that apply to the protection of the information under this Agreement.

1. Business Associate agrees to ensure via written contract or other written arrangement that any agent, including a subcontractor, to whom Business Associate provides or from whom Business Associate receives PHI on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

H. If Business Associate has PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to PHI in any such Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order for Covered Entity to meet the requirements of 45 CFR 164.524.

I. If Business Associate has PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in any such Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity.

J. If Business Associate receives a request, made on behalf of the Secretary of Health and Human Services, that Business Associate make available Business Associate 's internal practices, books, and records relating to the use and disclosure of PHI to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule, Business Associate will thereupon notify Covered Entity that Business Associate has received such a request.

K. Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and provide Covered Entity with copies of any documents produced to the Secretary in response to such request.

L. Business Associate agrees to document such disclosures of such PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

M. Business Associate agrees to provide to Covered Entity information collected in accordance with Section II(K) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures

of PHI in accordance with 45 CFR 164.528.

N. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's PHI pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about Covered Entity's PHI pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow.

O. If requested by Covered Entity, Business Associate shall ensure that its personnel, subcontractors or agents who may come into contact with PHI provided hereunder undergo any privacy or security training required by Covered Entity in accordance with existing agreements governing such PHI.

P. Complete and promptly return to Covered Entity any affirmation or certification or other information requested by Covered Entity to monitor Business Associate 's compliance with these provisions.

Q. Compliance with EDI Transaction Standards. In the event that Business Assocaite conducts in whole or part standard transactions on behalf of Covered Entity that are subject to the HIPAA Electronic Data Interchange ("EDI") Rules, Business Associate will comply and will require any subcontractor or agent it involves with the conduct of such standard transactions to comply, with each applicable requirement of the EDI Rules.

R. Compliance with Certain HITECH Provisions. The parties agree that, if the HIPAA or HITECH regulations governing the PHI or other matters covered by this Agreement are modified in any way affecting the parties' rights and obligations under this Agreement as soon as reasonably possible, but no later than the compliance date for any regulation, the parties shall modify this Agreement as necessary to incorporate the new provisions. Failure to agree to such modifications on or before the compliance date shall result in termination of this Agreement as of such date.

S. Upon termination of this Agreement for any reason, Business Associate shall, to the extent feasible, return or destroy all PHI received from or on behalf of Covered Entity, or created by Business Associate on behalf of Covered Entity, regardless of the form in which it was received or is stored, and retain no copy in any form of such PHI. If return or destruction is not feasible, Business Associate shall continue to treat all such information in accordance with the limits provided in this Agreement and shall limit further uses and disclosures to those which make the return or destruction of the information infeasible.

T. Business Associate shall, to the extent not otherwise expressly set forth in this Agreement, comply with those requirements of the Privacy Rules to the extent that the Business Associate is carrying out the Covered Entity's obligations under the Privacy Rules.

IV. Obligations of Covered Entity .

A. Covered Entity shall notify Business Associate of any limitations in Covered Entity's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that any such limitation may affect Business Associate 's use or disclosure of Protected Health Information.

B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that any such change may affect Business Associate 's use or disclosure of Protected Health Information.

C. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, or otherwise, to the extent that any such restriction may affect Business Associate 's use or disclosure of Protected Health Information.

D. Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule, if done by Covered Entity.

V. Representations and Warranties. Each party represents and warrants to the other party:

A. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and that such performance will not violate any provision of any organizational charter or bylaws.

B. That neither the execution of this Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder.

C. That all of its employees, agents, representatives and members of its workforce, whose services may be used to fulfill obligations under this Agreement are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to each Party, respectively, by contract or otherwise, sufficient to enable each Party to fully comply with all provisions of this Agreement.

D. That it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.

VI. General Provisions.

A. Regulatory References. A reference in this Agreement to a section in HIPAA means the section as enforceable at the applicable time.

B. Amendment. The parties to this Agreement agree to take such action to amend this Agreement or execute a new business associate agreement (at the option of Covered Entity) as is necessary for Covered Entity to comply with the requirements of HIPAA.

C. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA. To the extent of any conflict between this Agreement and the Service Agreement, the terms of this Agreement shall control.

D. Governing Law. This Agreement and the legal relationship between the parties to this Agreement shall be governed and construed in accordance with applicable federal law and the substantive laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflict of laws thereof.

E. Cooperation and Reasonableness. The parties to this Agreement acknowledge and agree that this Agreement is intended to address a complex series of rights and relationships, and that in the course of activity pursuant to this Agreement many matters may arise that require further clarification or memorialization in order to carry out the purposes and intentions of the parties to this Agreement as set forth in this Agreement; accordingly, the parties to this Agreement agree to negotiate in good faith with respect to such matters and to execute and deliver any and all documents and instruments reasonably necessary to effectuate such good faith negotiation, in order to help Covered Entity comply with Covered Entity's obligations under HIPAA.

F. Headings and Section References. The headings of the sections and paragraphs of this Agreement are included for convenience only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement. All section references in this Agreement, unless otherwise clearly indicated, are to sections within this Agreement.

G. Compliance with State Law. Notwithstanding anything to the contrary in this Agreement, if any provision of a State law applicable to Business Associate, because of Business Associate 's relationship with Covered Entity, is

contrary to and more stringent than an applicable requirement of the Privacy Rule, this Agreement shall be construed to permit Business Associate to comply with such provision of State law to the extent that Business Associate is required to comply with such provision and to the extent that such provision is not preempted by the Privacy Rule or other applicable preemptive federal law or regulation.

H. Administration Consistent with Law Changes. Notwithstanding anything herein to the contrary, this Agreement may be administered to permit compliance with HIPAA.

I. Notice. To the extent practicable, written notices regarding the use or disclosure of PHI as required hereunder, or questions regarding the handling of PHI, shall be made by secure email to comply with timeliness requirements and shall be followed by a hard copy notice by U.S. mail or overnight delivery service. Any notice required or permitted under this Agreement shall be given in writing and delivered by hand, via a nationally recognized overnight delivery services (e.g., Federal Express), or via registered mail or certified mail, postage prepaid and return receipt requested, to the address set forth above, or to such other address as the Parties shall provide to each other throughout the term of this Agreement. If practicable, written notices regarding the use of disclosure of PHI as required hereunder may be made by secure email prior to delivery as described above in order to comply with timeliness requirements. Notices shall be sent to the addresses set forth on the signature page hereto.

VII. Term and Termination.

A. Term. This Agreement shall be effective and enforceable by the parties to this Agreement as of the Effective Date first set forth above, and (notwithstanding anything contained in this Agreement to the contrary) may be terminated at any time by Covered Entity (for any reason or for no reason).

This Agreement shall terminate when all of the PHI provided by Covered Entity to Business Associate , or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the with this Section VII.

B. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate , Covered Entity may, in its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation and, in such event, Covered Entity may terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity. Alternatively, Covered Entity may immediately terminate this Agreement and Service Agreement upon discovery of such material breach.

If neither termination nor cure is feasible, Covered Entity may report the violation to the Secretary (and if such report is so to be given, Covered Entity shall simultaneously provide a copy of any such report to Business Associate).

C. Effect of Termination.

1. Except as provided in paragraph 2 of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate . Business Associate shall not retain any copies of such Protected Health Information.

2. If Business Associate determines that returning or destroying the PHI is infeasible or in violation of law, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties to this Agreement that return or destruction of PHI is infeasible or in violation of law, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible or in violation of law, for so long as Business Associate maintains such Protected Health Information.

Business Associate: Integrated Corporate Health (IH21)	**Covered Entity**: Colerain Township
Signature *Jack Tomayko*	Signature Jeff Weckbach
Name **Jack Tomayko**	Name Jeff Weckbach
Title **President**	Title Administrator
Date 08 / 15 / 2026	Date 8/21/26

CERTIFICATE *of* SIGNATURE

REF. NUMBER
VPSFW-EGBRR-A2MRR-NP27Q

DOCUMENT COMPLETED BY ALL PARTIES ON
21 AUG 2026 11:59:50 UTC

SIGNER	TIMESTAMP	SIGNATURE
TIPHANIE MAYS EMAIL TMAYS@COLERAIN.ORG	SENT 15 AUG 2026 18:32:44 VIEWED 21 AUG 2026 11:59:01 SIGNED 21 AUG 2026 11:59:50	 IP ADDRESS 66.161.212.226 LOCATION CINCINNATI, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
21 AUG 2026 11:59:01

CONSENT ITEMS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

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

Promotion - Fire & EMS Chief - Will Mueller - $64.86/hour

Recommend approval of all consent items.

Rationale:

The position of Fire Chief was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Will Mueller.

The wage for this job is $64.86 per hour for 40 hours per week. Contingent upon Board approval, he would be eligible to begin work on September 19, 2026.

CONSENT ITEMS

Department: Administration

Department Director: Jeff McElravy, Assistant Administrator

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

Wage Adjustment - Cindy Miller - $44.26/hour

Recommend approval of all consent items.

Rationale:

Cindy Miller, the Township's Finance Manager, is taking on additional responsibilities, most notably of the human resources function. This pay adjustment reflects that additional responsibility and will be effective September 13, 2026.

COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE

EMPLOYEE PROFILE

Employee Name: Cindy Miller
Department: Administration
Board Approved Date: 9/8/2026
Date Effective: 9/13/2026

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: _____ Supervisor: _____
Rehire: ☐ _____
Part-Time: ☐ Start Date: _____ End Date: _____
Full-Time: ☐ Start Date: _____ End Date: _____

CLASSIFICATION CHANGES

Change	Old Information	New Information
Transfer: ☐	Title/Dept:	Title/Dept:
Promotion: ☐	Title/Dept:	Title/Dept:
Demotion: ☐	Title/Dept:	Title/Dept:
Title: ☐	Title/Dept:	Title/Dept:
Salary: ☑	Salary: $43.39	Salary: $44.26
Status: ☐	Status:	Status:

Other changes: _____

Lay Off: ☐ Retirement: ☐ Resignation: ☐ Termination: ☐

Items Returned: Purchasing Card ☐ Keys ☐ Badge ☐ Laptop/IPad ☐ Township Issued Gear ☐

Term Benefits: Medical ☐ Dental ☐ Vision ☐ EAP Voluntary ☐ Life ☐

Eligible for Notice of COBRA Rights? _____ Date Processed: _____

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits:

_____

_____

VERIFICATION OF CHANGES

Director Signature: _____ Date: _____

Finance Director: _____ Date: _____ Verify Final Payout ☐

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 No. 2 - $1,715.80
Recommend approval of all consent items.

Rationale:
Colerain Township Police Department is grateful for a $1,715.80 donation from Cincinnati Moose Lodge No. 2.