

**Regular Meeting of the Board of Trustees
October 10, 2017**

- 1. Opening of Meeting**
- 2. Executive Session 5:30 PM**
- 3. Pledge of Allegiance 6:00 PM**
- 4. Meditation (Moment of Silence)**
- 5. Presentations**
 - a. Introduction and Swearing-In of New Career Employee
 - b. Northbrook Community Engagement Update
- 6. Public Hearings**
 - a. Public Hearing on 2018-2020 Community Development Block Grant Application
 - b. Public Hearing for Zoning Map Amendment
- 7. Citizens Address**
- 8. Administrative Reports**
- 9. Trustees' Report**
- 10. New Business**

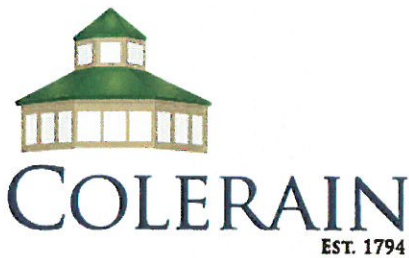
Public Safety

- a. Completion of Probation – Request for Salary Increase (Fire).....Action
- b. Approval to Hire Part Time Employees (Fire).....Action
- c. Approval of Grant Funding – Bureau of Workers' Compensation (Fire).....Action
- d. Approval of Employee Recognition – Incentive Pay (Police).....Action
- e. Approval to Hire Full Time Employee (Police).....Action

Planning and Zoning

- a. Approval of Resolution Declaring Nuisance and Ordering Abatement.....Action
- b. Approval of Additional Grant and Expenditures for Demolition 9924 Loralinda Drive.....Action

COLERAIN



Administration – Economic Development

- a. Request for Second Public Hearing on 2018-2020 Community Development Block Grant Application.....Action
- b. Request to Execute Natural Gas Aggregation Agreement Constellation Energy.....Action
- c. Request to Execute Tax Increment Financing Agreement – Struble Road Development Company.....Action
- d. Request for Authorization to Engage Frost Brown Todd Special Bond Counsel Issuance of TIF-Backed Bonds.....Action
- e. Request for Authorization to Engage Bradley Payne Advisors Financial Advisor Issuance of TIF-Backed Bonds.....Action

Administration

- a. Completion of Probation – Request for Salary Increase.....Action
- b. Approval of Resolution Accepting Amounts and Rates Hamilton County Budget Commission.....Action

11. Fiscal Office – Approval of Minutes

12. Executive Session - if needed

13. Adjournment

Resolution 44-17

COLERAIN

PRESENTATIONS

Department: Colerain Township Department of Fire & Emergency Medical Services
and Colerain Police Department

Department Head: Frank Cook, Chief of Department and Mark Denney, Chief of Police

Colerain Township Department of Fire and Emergency Medical Services

a. Introduction and Swearing-In of New Career Employee

Rationale:

Introduce and administer the Oath-of-Office to new career Firefighter Paramedic Ian Grubb approved for promotion and hire during the August 8th, 2017 Board Meeting.

b. Northbrook Community Engagement Update

Rationale:

Mr. Jeffrey Stec will provide the Board with an update of the progress made since November 2016 with the Northbrook community.

PUBLIC HEARING

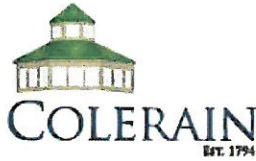
Department: Department of Planning & Zoning

Department Head: Jenna M. LeCount, AICP

Department of Planning and Zoning

a. Public Hearing for a Zoning Map Amendment for Case No. ZA2017-03.

On September 19, 2017, The Colerain Township Zoning Commission recommended unanimously to approve the Map Amendment to change the zoning from R-6 to B-2 on the properties known as 2499 & 2553 Banning Road. This Map Amendment was requested by Jeffrey Brockhaus on behalf of the property owners and was heard before the Hamilton County Regional Planning Commission on September 7, 2017. A recommendation in favor of the zone change was made to the Colerain Township Zoning Commission at that time. The decision made at tonight's Public Hearing is a final action on this item.



4200 Springdale Road
Colerain Township, OH 45251

STAFF REPORT: Map Amendment & Preliminary
Development Plan
Case #ZA2017-03
Map Amendment
2499 & 2553 Banning Road
October 10, 2017

PREPARED BY: Jenna M. LeCount, AICP
Director of Planning & Zoning

Request:

FROM: R-6 Urban Residential District
TO: B-2 General Business District

Purpose:

The applicant proposes to rezone the existing funeral home location and the currently vacant adjacent lot from residential classification to general business classification. The vacant lot is proposed to become the new location of a high end upholstery and carpet cleaning company.

Applicant/Owner:

Jeffrey Brockhaus (applicant), Robin & Victoria Moeller (owners – 2499), and Lynn Yockey (owner – 2553).

Location:

2499 & 2553 Banning Road

Site Description:

Tract Size: 4.62 acres total - 2.02 acres (2499) and 2.6 acres (2553)
Frontage: 655 feet on Banning Road
Topography: Relatively flat
Existing Development: Vacant & Existing Funeral Home

Surrounding Conditions:

<u>Zone</u>	<u>Land Use</u>
North: R-6 Urban Residential District & B-3 Commercial Business	Single-Family home & Commercial/Office strip centers (North College Hill)
South: R-6 Urban Residential District	Greenhouse& Garden Center & SF homes
East: R-6 Urban Residential District	Single Family Homes
West: R-6 Urban Residential District	Single Family Homes

Case History:

The 2533 Banning Road property was granted a non-conforming use permit in 1999 and was approved for the expansion of a non-conforming use (to construct an addition to a garage) in 1995. A non-conforming certificate was issued in 1962 for a Texaco gas station on the 2499 property. The gas station was demolished prior to 1996 and the certificate has expired.

ANALYSIS:

Conformance with Comprehensive Plan:

The Comprehensive Plan provides land use recommendations which include the site in question within the White Oak Character Area. This Character Area is described by the White Oak vision

statement as an older viable neighborhood where the mixture of residential housing types and small-scale commercial service should be maintained. The White Oak area is also identified as being a model for reinvestment as new businesses find methods of adaptive reuse for older properties. The upholstery company offices which are proposed for the vacant site would align with the description of small scale commercial service and would be an adaptive reuse for a long-vacant property with environmental challenges which would make residential uses very difficult to finance. The land use guidelines of the White Oak Character Area call for adequate landscaping and buffering between residential and non-residential uses.

Conformance with Land Use Plan:

The Land Use Plan designates this site as “Transitional Mixed Use”, which is defined as detached or attached housing, low intensity office (such as conversion of single family residence) and related compatible uses (excluding retail and industrial) that provide a transition between residential uses and other types of development. Developments in these areas typically include one and two story structures with scale, massing, intensity, layout and specifications compatible with site constraints and character of surrounding residential development. The funeral home is proposed to remain, as is, on the property, and the vacant lot is proposed to be used for the offices of an upscale upholstery and carpet cleaning company which would fit well into this transitional land use area.

OTHER AGENCY REPORTS

Hamilton County Regional Planning Commission:

- On September 7, 2017, the Hamilton County Regional Planning Commission voted 4-1 to recommend approval of the map amendment application. As of the writing of this report, the minutes of the RPC were not available. The RPC staff report is attached and were shared with the Colerain Township Zoning Commission at the September 19, 2017 meeting.

Hamilton County Stormwater & Infrastructure

- No response

Colerain Township Fire Department

- No response

Hamilton County GIS

- No response

Hamilton County Soil & Water Conservation District

- See attached email from Chey Alberto

ODOT

- See attached email from Tom Makris – not within ODOT’s jurisdiction.

Hamilton County Engineer

- No response.

Metropolitan Sewer District

- See attached letter from Steve Parker.

DISCUSSION:

Single-letter zone amendments do not include site plan review. Because this is not a planned district, zoning compliance does not specifically apply. However, the applicant has provided to Staff information about their proposed development of the vacant property. This included a site plan,

building elevation drawings, and an environmental report. The environmental report describes the challenges that may be faced in bringing the property up to standards for residential development. The proposed office space will provide a quality use for the long-vacant property without the need to completely cut and refill the existing land.

Changing the zoning of the funeral home site will eliminate the non-conformity of that location and provide for the existing use to make modifications within code which will not require additional review by the Board of Zoning Appeals.

Overall, this location is a transitional area where a hodgepodge of uses can be found between North College Hill, the City of Cincinnati, and Colerain Township. Township Staff supports this zone change application as it will provide a hopefully, long-standing use for a property which has been vacant for decades.

RECOMMENDATION:

At the September 19, 2017, regular meeting of the Colerain Township Zoning Commission, the Board voted unanimously to recommend **APPROVAL** of the zone change request to the Colerain Township Board of Trustees.

NEW BUSINESS

Department: Colerain Township Department of Fire & Emergency Medical Services

Department Head: Frank Cook, Chief of Department

Colerain Township Department of Fire and Emergency Medical Services

a. Approval Completion of Probation Salary Increase

Request the Board of Trustees recognize the successful completion of the one-year probationary period of Jeff Clark, Fleet Maintenance Technician. He began his employment On October 11, 2016. As a result of his demonstrated abilities and successful completion of his employment goals during his first-year, it is requested that the Board approve a salary increase to \$63,000.00 annually effective October 11, 2017.

Rationale:

During his first-year, Mr. Clark's quarterly evaluation reviews have been positive. He's met and exceeded the goals set for him at the time employment including obtainment of his Master Automotive Service Excellence (ASE) certification for medium and heavy truck vehicles within his first seven months of employment.

In addition, Mr. Clark has completed introductory training in diagnostic and repair work specific to the Department's Braun ambulances and Rosenbauer Fire Apparatus. Lastly, he has demonstrated to be capable of performing the duties that are assigned to him, while proving to be an important asset to the Fire Department and other Township agencies serviced by our Township mechanics.

b. Authorization to Hire Part-Time Employees

Request authorization to the hire the following individuals as *part-time* Firefighter Emergency Medical Technicians at the below listed hourly pay rates effective Sunday, October 22, 2017:

- Jonathan Jordan, Firefighter Paramedic: \$15.62
- Jacob Lentz, Firefighter Emergency Medical Technician – Basic: \$14.22
- Justin Poppe, Firefighter Paramedic: \$15.62
- Dawn Renee Stiles, Paramedic: \$15.20

Each of the recommended employees will be required to serve a one-year probationary period during their first year of employment.

Rationale:

The abovementioned employee candidate is requested to fill vacant part-time positions. If the aforementioned are approved for hire, we will need to hire five additional personnel to reach the peak number of 82 part-time employees to fill all unit-day positions.

NEW BUSINESS

- c. Approve Grant Funding from Ohio Bureau of Workers' Compensation (BWC)
Request the Board of Trustees to accept grant funding in the amount of: \$31,200.34. The Department of Fire & EMS applied for a BWC safety intervention grant to acquire a Stryker Powerpro XT Patient Cot System and accessories in the amount of \$41,600.45.

With the grant award, the Department has an obligation of \$10,400.11 to complete the project as a result of the 3-to-1 matching grant ratio, whereas the Department is responsible for 25% of the total project.

Rationale:

The cot system will be incorporated in the new ambulance that will be delivered in late October. The system will give firefighters and paramedics assistance with the lifting of patients up to 700 pounds from the ground to a rolling transport level. The purpose of the acquisition is to reduce or eliminate injuries associated with the task or operation of moving patients.

NEW BUSINESS

Department: Colerain Police Department

Department Head: Mark Denney, Chief of Police

Police Department

a. **Employee Recognition – Incentive Pay**

Request the Board's recognition of Lieutenant Michael Owens' exemplary service since October of 2016. During that period, Lt. Owens served as the Department's Patrol Commander, Support Services Commander and Accreditation Manager. The Board is asked to approve a one-time "incentive" payment of \$2,500.00.

Rationale:

Prior to October 2016, Lt. Owens primary duty was to serve the Department as the "Support Services Commander." In October of 2016, it was learned that the Departments second lieutenant, who served as the Department "Patrol Commander" would be lost to the agency for an extended period of time. This loss of leadership staffing required Lt. Owens to assume both "Command" roles, while completing the duties associated with the Accreditation Manager, ahead of the 2017 reaccreditation assessment.

b. **Request the Hire of Police Officer Candidate**

Request the Board's approval to appoint Kevin Wiley to the position of Probationary Police Officer at a rate of \$52,000 per year, effective upon his successful completion of the medical and psychological evaluations. If approved, Kevin would serve a one-year probationary period.

Rationale:

Kevin is a 2010 graduate of Colerain High School and a 2016 graduate of the Butler Tech Police Academy. Kevin is married and currently employed with the Hamilton County Sheriff's Office. He is also an active United States Army Reservist and has served in that role for the past six years.

NEW BUSINESS

Department: Department of Planning & Zoning

Department Head: Jenna M. LeCount, AICP

Department of Planning & Zoning

a. Approval of Resolution Declaring Nuisance and Ordering Abatement

Recommend approval of Resolution to remove uncontrolled vegetation and/or refuse at the listed properties.

Rationale:

This resolution is recommended to allow the Township to access and abate properties with Ohio Revised Code nuisance violations.

b. Request for Approval for Additional Grant Acceptance and Additional Expenditures

Request for approval to accept a grant from Hamilton County Planning + Development of up to \$20,000.00 and an additional expenditures of Township funds, not to exceed \$20,000.00, to cover the cost of demolition for the property located at 9924 Loralinda Drive.

Rationale:

The property located at 9924 Loralinda Drive was found to be structurally deteriorating, uninhabitable, unsafe and insecure in a memorandum from the Colerain Township Fire Department on December 12, 2016. This property was deemed an attractive nuisance that was negatively impacting adjacent properties at the June 13, 2017 Colerain Township Board of Trustees meeting. At that time, a Final Resolution for Demolition (26-17) of the Property at 9924 Loralinda Drive was signed by the Board of Trustees.

Colerain Township staff collaborated with the Hamilton County Planning + Development Office to apply for a grant using Community Development Block Grant funds to assist in the demolition of this property. This Board granted permission for Staff to accept up to \$10,000.00 from Hamilton County to mitigate the cost associated with the demolition of this blighted property. Staff has since been made aware of additional commitment of funds from the County to cover half of the total (increased) cost of demolition. This request is to allow Staff to accept up to \$20,000.00 for the demolition of the property.

On October 4, 2017, the selected demolition contractor provided to Staff an updated cost estimate for additional costs associated with abatement of unknown potential environmental issues and excessive debris/junk on the property. Staff is requesting approval for additional expenditures, not to exceed \$20,000.00 of Township funds, in addition to the grant provided by Hamilton County to complete the demolition and removal of debris from 9924 Loralinda Drive. The Township Finance Department confirmed that funds are available to facilitate the requested funds.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 10th day of October, 2017 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Michael Inderhees, Greg Insco, Jeffrey F. Ritter

Mr. _____ 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 and determined to exist at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
3142 Deshler	510-0052-0486
11740 Elkgrove	510-0014-0127
9620 Gibralter	510-0052-0094
11384 Gravenhurst	510-0021-0037
3037 Libra	510-0054-0257
7639 Pippin	510-0072-0014
10137 Pippin	510-0044-0134
8762 Venus	510-0062-0014
2583 Wenning	510-0051-0073

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; therefore

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.

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

Vote Record: Mr. Inderhees _____, Mr. Insco _____, Mr. Ritter _____

ADOPTED this 10th day of October, 2017.

BOARD OF TRUSTEES:

Michael Inderhees, Trustee

Greg Insco, Trustee

Jeffrey Ritter, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer
Resolution prepared by and approved as to form:

Lawrence E. Barbieri,
5300 Socialville Foster Rd., Suite 200
Mason, OH 45040 (513) 583-4200
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 10th day of October, 2017.

Heather E. Harlow
Colerain Township Fiscal Officer

NEW BUSINESS

Department: Economic Development

Department Head: Geoff Milz

Economic Development

- a. Request for 2nd Public Hearing on the 2018-2020 Community Development Block Grant Application to be set for November 14, 2017 at Regular Trustees Meeting

Rationale:

The purpose of the hearing is to encourage public input and discussion on CDBG eligible projects throughout the respective communities. A broad range of projects may be considered over this three-year period, including but not limited to: housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons.

- b. Request to Execute Natural Gas Aggregation Agreement with Constellation Energy

Rationale:

The gas supply agreement for Colerain Township's Natural Gas Aggregation Program is expiring at the end of this month. Our energy consultant, Energy Alliances, Inc., has made the recommendation to renew the agreement with Constellation NewEnergy – Gas Division, LLC for another contract term. Constellation's most recent agreement was for a term of 36 months. Under this agreement the program term began in January of 2014, and from that date through the 1st Quarter of 2017, residents of Colerain Township have saved \$326,800. Currently there are 8,796 residents and 258 commercial accounts enrolled in our program. Constellation maintains a customer call center which is available 24/7 (Toll Free Number – 888-628-1945) and a dedicated web page (www.constellation.com/oh-colerain) where specific program information is made available to Colerain residents.

In addition to providing invaluable market insight and energy solutions to Colerain Township through its Natural Gas and Electric Aggregation Programs, Energy Alliances has become a true partner with the Township. Over the years Energy Alliances was a founding member of the Township's Chamber of Commerce and was instrumental in forming the Chamber. Additionally, Energy Alliances has made a significant contribution to the Taste of Colerain and has made significant contributions to our Memorial Park.

NEW BUSINESS

- c. Request to Execute Tax Increment Financing Agreement with Struble Road Development Company

Rationale:

This agreement with Struble Road Development Company outlines the roles and responsibilities of both the Township and the Developer for the construction and financing of public infrastructure at the Struble Road Industrial Park.

- d. Request for Authorization to Engage Frost Brown Todd as Special Bond Counsel for the Issuance of TIF-Backed Bonds

Rationale:

In order to issue bonds for the purpose of constructing public infrastructure at the Struble Road Industrial Park, pursuant to the Tax Increment Financing Agreement, the Township needs to retain bond counsel. These services will be provided by Frost Brown Todd for a fee not to exceed \$25,000 and will be paid for from the proceeds of the bond issuance.

- e. Request for Authorization to Engage Bradley Payne Advisors as Financial Advisor for the Issuance of TIF-Backed Bonds

Rationale:

The issuance of bonds for the purpose of constructing public infrastructure at the Struble Road Industrial Park requires the use of a financial advisor who will advise and assist the Township with the debt issuance. These services will be provided by Bradley Payne Advisors according to the fee schedule listed in the attached engagement letter and will be paid for from the proceeds of the bond issuance.

Natural Gas Aggregation Agreement



Colerain Township, Hamilton County, OH (“**Township**”), and Constellation NewEnergy – Gas Division, LLC (“**Constellation**”), enter into this Natural Gas Aggregation Agreement (the “**Agreement**”) as of November 1, 2017 (the “**Effective Date**”). Constellation and Township are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals:

- A. Township has obtained the required approvals and has enacted the necessary legislation in order to establish a natural gas aggregation program (the “Governmental Aggregation Program”) to offer negotiated rates to the Township’s residents and businesses.
- B. Constellation is in the business of selling natural gas and related services to residential, commercial and industrial customers and other organizations and is a PUCO approved competitive natural gas supplier.
- C. Township has chosen Constellation to be the natural gas supplier for the Governmental Aggregation Program during the Term and in return Constellation agrees to supply natural gas to the Aggregation Group.
- D. Township is or will be authorized to act on behalf of the Aggregation Group to purchase retail natural gas services.
- E. The Parties are familiar with governmental aggregation programs and recognize there are certain time constraints and limitations inherent with the enrollment process, and as such, are prepared to take commercially reasonable actions to secure prices for the Aggregation Group as the Township desires.

Now, therefore, in consideration of the mutual premises and promises of the parties, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINED TERMS. Capitalized terms not otherwise defined in this Agreement will have the meanings set forth below. In this Agreement, unless the context otherwise indicates a contrary intention, the singular includes the plural and vice versa, and where any word or phrase is given a defined meaning any other part of speech or other grammatical form in respect of the word or phrase has a corresponding meaning.

“**Aggregation Group**” means all Aggregation Members.

“**Aggregation Member**” means an Eligible Consumer that participates in the Governmental Aggregation Program.

“**Duke**” means Duke Energy Ohio, the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of natural gas to Eligible Consumers.

“**Delivery Point**” means any existing and future points of interconnection between Duke’s transmission and/or distribution system and those of a third party pipeline supplying natural gas to Duke

“**Eligible Consumers**” means Township residents and businesses that are approved to participate in the Duke choice program.

“**Law**” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, rule of the public utilities commission, public service commission, independent system operator, regional transmission organization, or similar state commission, agency or body having jurisdiction over the Parties, natural gas transactions, or natural gas distribution systems.

“**NYMEX**” means the New York Mercantile Exchange, or its successor.

“**PUCO**” means the Public Utilities Commission of Ohio.

“**Trigger**” means the request by Township for Constellation to financially set/lock-in the value of the NYMEX component of the Customers’ price for the remainder of the term of the Customer Agreements.

“**Utility**” means Duke Energy Ohio, the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of natural gas to Eligible Consumers.

2. CONSTELLATION AS THE EXCLUSIVE SUPPLIER FOR NATURAL GAS. Township is a PUCO certified governmental aggregator and is authorized to arrange for the supply of retail natural gas services on behalf of

the Aggregation Group. Township agrees that Constellation will be the exclusive provider of retail natural gas supply services for the Aggregation Group during the Term.

3. TERM. This Agreement shall commence on the Effective Date and, unless terminated earlier as otherwise provided in the Agreement, will continue for a period of thirty-six months (36) months (the "Term") and shall continue in effect for subsequent one (1) month terms until terminated by either party with a sixty (60) day written notice to the other Party provided, however, if the Township and Constellation agree to a Price for a Delivery Period that extends beyond the Term, and/or to an opt-out period that extends beyond the Term, then this Agreement shall be extended to the latest meter read date included in such Delivery Period or opt-out period. Township shall have the right to begin negotiations with Constellation and other natural gas suppliers during the Term to ensure a seamless transition and continuation of the Governmental Aggregation Program at the end of the Term. If Township chooses a new supplier during the Term as the gas supplier for a following term, Constellation shall cooperate with Township and the new supplier in a timely manner to provide a list of Customers, who according to Constellation's records are participating in the Governmental Aggregation Program at the time such request is made. The Township will have the right to contract with a new supplier during the Term, but only for natural gas flow following the Term.

4. CONSTELLATION SCOPE OF WORK.

(a) Constellation is responsible for obtaining and paying for an Eligible Consumer list from the Utility and/or any other source Constellation deems appropriate. Township will cooperate with Constellation to assemble and verify the Eligible Consumer list. Township will give notice to the previous supplier of its intent to retain Constellation for the Governmental Aggregation Program and obtain the list of Eligible Consumers who, according to the previous supplier's records, are participating in the Governmental Aggregation Program at the time such request is made. Both the Township and Constellation must approve any Eligible Consumer list to be used for any mailing.

(b) Constellation will implement the initial and ongoing opt-out enrollment procedures for Eligible Consumers and will develop and mail all program announcements and materials at its expense.

(c) Constellation shall send one (1) opt-out mailing to Eligible Consumers regarding participation in the Governmental Aggregation Program at the initial commencement of the program term and on a yearly basis thereafter. Constellation and Township may mutually agree to send additional mailings.

(d) The addition of Aggregation Members after the initial opt-out period established by Constellation shall be in the sole discretion of Constellation. Aggregation Members that move from one physical address or meter location to another within the Township may continue to participate in the Governmental Aggregation Program by contacting Constellation and providing reasonable notice of move and other relevant information needed by Constellation to verify such move.

(e) Constellation will be unaware when customers receive switching fees, therefore the Customer is required to contact Constellation directly in order to arrange for reimbursement.

(f) In the event PUCO requires information or documents from the Township regarding the Governmental Aggregation Program, Constellation agrees to assist in compiling such information to the extent Constellation has access to such information.

(g) If at any time during this agreement Township approves opt-in aggregation, the Parties will work together to implement a mutually agreeable opt-in program for all Eligible Consumers within the Township. If Township and Constellation agree to implement an opt-in aggregation program, Township will exclusively endorse Constellation for such opt-in aggregation program.

5. CONSTELLATION NATURAL GAS SUPPLY OFFER(S). Constellation shall make the following offer available to Eligible Consumers during the Initial Enrollment Period.

During the Term, the price will be a Monthly Variable Rate and will change for each calendar month. If the utility pro-rates between months, if a billing cycle spans across multiple calendar months, the Utility will apply the applicable Monthly Variable Rates pro-rated based on the Utility's billing methodology. The Monthly Variable Rate will be set in Constellation's discretion and may vary from month to month based on

Constellation's assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and Utility pricing. The Monthly Variable Rate may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs, broker fees, and a profit margin determined in Constellation's discretion that may vary from month to month. The Monthly Variable Price may be higher or lower than the price offered in the initial or any prior month.

Municipality may request a fixed, flex down, or other mutually agreeable pricing option for the commodity and/or basis price for the remaining months of the Term at any time; provided, however that Municipality may only lock pricing options for commodity and/or basis once for each month of the Term (e.g., multiple fixed prices may not be executed for one month, but Municipality may choose to lock at different times for different months). If the commodity price is provided for a fixed, flex down or other pricing option at any time pursuant to such a request by Municipality, Constellation shall determine the monthly rate per Ccf by using such commodity price, converted to Ccf using the Utilities' then current BTU factor, for the applicable gas flow month plus an adder determined by Constellation. Municipality hereby represents and warrants that it is authorized to act as agent regarding natural gas pricing decisions for all Aggregation Members. Aggregation Members will not be charged an early termination fee by Constellation for leaving the program prior to the end of the Term. Dual pricing options may be provided during the Term of the Program at Municipality's request.

6. NATURAL GAS SUPPLY SERVICE. Constellation will supply natural gas to the Aggregation Group in accordance with the General Terms and Conditions of service (that will be substantially in the form attached hereto as Exhibit A) and all applicable rules and regulations, including applicable PUCO and Utility rules. Constellation will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to the Aggregation Member at the Delivery Point, and the Aggregation Member is responsible for all transmission, distribution, and other costs (including taxes and other fees) related to the final delivery to the facilities to which the natural gas account(s) relate as well as the Aggregation Member's use of the natural gas. While Constellation will arrange for the delivery of natural gas to the Aggregation Member by the Utility, Constellation will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings.

7. ELIGIBLE CONSUMER INFORMATION. Township will provide authorization and documentation in order for the Utility to release to Constellation any necessary load forecast information and Eligible Consumer information.

8. USE OF TOWNSHIP'S NAME AND LOGO. Township hereby agrees to allow Constellation to use Township's name and logo (if any) in any and all enrollment materials (including electronic media and Internet) and press releases for publicity and/or marketing purposes. The Township will have the right to review and approve all such materials that utilize the Township's name and/or logo prior to distribution. Additionally, Township authorizes Constellation to represent that Constellation is the Township's exclusive provider of retail natural gas supply for the term of this Agreement. Township shall not release any promotional material referencing Constellation (including press releases) without Constellation's prior approval.

9. TERMINATION. Upon the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that a Regulatory Event has occurred. Upon such notice, the Parties shall enter into negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic positions it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to the Agreement within sixty (60) days, the adversely affected Party shall have the right, upon fifteen (15) days written notice, to terminate this Agreement. The following events constitute a "Regulatory Event":

(i) Illegality. If, due to the adoption of, or change in, any applicable law, or in the interpretation of any applicable law by any judicial or governmental authority with competent jurisdiction, it becomes unlawful for a Party to perform any obligation under this Agreement.

(ii) Adverse Government Action. If (a) any regulatory agency or court having jurisdiction over the Agreement requires a material change to the terms of the Agreement that adversely and materially affects a Party, or (b) there is any regulatory or judicial action that adversely impacts a Party's performance of any of its obligations under the Agreement.

10. FORCE MAJEURE. “Force Majeure” means an event that is not within the reasonable control of the Party claiming Force Majeure (“**Claiming Party**”), and that by the exercise of due diligence, the Claiming Party is unable to overcome in a commercially reasonable manner, and such event will not be deemed a breach or default under this Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; curtailment, disruption or interruption of firm transportation service by the transporter (including without limitation as the result of an operational flow order) or supply into Constellation’s supply pools; declaration of emergency by the Utility; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility). Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under this Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), this Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) to the extent reasonably possible, the Claiming Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to, the nature and date of the occurrence and the expected duration of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform.

11. CHOICE OF LAW; ATTORNEY FEES AND EXPENSES. The validity, performance, and construction of this Agreement will be governed and interpreted in accordance with the laws of Ohio, without giving effect to conflict of law principles. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

12. ASSIGNMENT. Neither Party may assign its rights or obligations under this Agreement without written consent from the other party; provided, however, Constellation may assign any of its rights and obligations under this Agreement without consent to an Affiliate or to any person or entity succeeding to all or substantially all of Constellation’s assets or business or the division or region of Constellation to which this Agreement relates or into which Constellation is merged or otherwise combined or reorganized; provided the succeeding entity agrees to be bound to this Agreement.

13. ENTIRE AGREEMENT; AMENDMENT. This Agreement embodies the Parties’ entire agreement and understanding, supersedes all prior agreements and understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy of either Party’s signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No amendment to this Agreement will be valid or given any effect unless signed by both Parties. Any alteration, addition, or modification made by Association to the preprinted terms of this Agreement shall be void and without any effect. The section headings used in this Agreement are for reference purposes only and will in no way affect the meaning of the provisions of this Agreement.

14. WAIVER AND SEVERABILITY. Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law.

15. NOTICES. To be effective, all notices must be in writing delivered by hand, by first class mail, postage prepaid, by electronic facsimile transmission (with verification of delivery), or by express carrier to the addresses provided below. A Party may change its address by providing notice of such change in accordance herewith.

Constellation:
Constellation NewEnergy – Gas Division, LLC
Attn: Contract Administration
9960 Corporate Campus Drive, Suite 2000

Township:
Colerain Township, Hamilton County, OH
Attn: Geoff Milz
Assitant Administrator

Louisville, KY 40223
Phone: (502) 426-4500
Fax: (502) 214-6381

4200 Springdale Road,
Colerain Township, OH 45251
Phone: 513-458-4503
Fax:
E-Mail: gmlz@colerain.org

16. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party warrants and represents to the other the following: (a) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (b) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (c) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents, contracts to which it is a party or applicable Law; (d) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement, or which would represent any conflict of interest with the Township, any Eligible Consumer or Constellation and (e) all governmental and other authorizations, approvals, consents, notices and filings that are required with respect to this Agreement have been obtained or submitted and it has complied with all terms and conditions of such authorizations, approvals, consents, notices and filings.

17. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF EACH PARTY. Constellation warrants and represents that it is a PUCO approved competitive retail natural gas supplier. Township warrants, represents and covenants, as of the Effective Date, that: (a) Township's execution and delivery of this Agreement, and its performance of its obligations hereunder, are in furtherance, and not in violation, of the municipal purposes for which the Township is organized pursuant to its authorizing statutes and regulations; (b) Township has obtained all approvals needed and has complied with all applicable rules, regulations and ordinances in order to lawfully execute this Agreement; and (c) Township is a PUCO certified governmental aggregator and will maintain such certification throughout the Term.

18. DEFAULT; TERMINATION FOR DEFAULT. An "Event of Default" means any one of the following: (a) any representation or warranty made by a Party in this Agreement proves to have been incorrect, false or misleading when made or ceases to remain true during the term of this Agreement, if not cured within five business days after written notice from the other Party; or (b) a Party's breach of this Agreement or the failure by a Party to perform any obligation set forth in this Agreement and where within five (5) business days after receipt of written notice from the other Party it is not cured in circumstances where such failure or breach is curable (if the failure or breach is not curable no cure notice need be provided). If an Event of Default occurs, the non-defaulting Party may, in its sole discretion, terminate this Agreement effective upon written notice to the defaulting Party.

19. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement to the contrary, the entire liability of either Party for any and all claims of any kind arising from or relating to this Agreement will be limited to direct actual damages only, subject in all cases to an affirmative obligation on the part of the claiming Party to mitigate its damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER REMEDY AT LAW OR EQUITY. The provisions of this Section 19 shall survive the expiration or termination of this Agreement for any reason.

20. NO WARRANTY. TOWNSHIP ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CONSTELLATION SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR USE.

21. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole and exclusive benefit of the Parties hereto, and no third party will have any rights under this Agreement whatsoever.

22. RELATIONSHIP OF THE PARTIES. Constellation is an independent contractor under this Agreement, and nothing contained herein shall be construed as creating a relationship of employer and employee or principal and agent between the Parties.

23. ACCEPTANCE. *This Agreement shall not be binding or enforceable against Constellation unless and until signed by an authorized representative of Constellation.*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Constellation NewEnergy – Gas Division, LLC

Colerain Township, Hamilton County, OH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A
GENERAL TERMS AND CONDITIONS

Generally the words "you" and "your" refer to the Customer and the words "we" and "us" refer to Constellation, unless the context clearly requires otherwise.

1. Purchase and Sale of Natural Gas. If you do not "opt-out" by _____ pursuant to these General Terms and Conditions (the "Agreement"), you will purchase from us on an exclusive basis, and we will take all reasonable action to supply or cause to be supplied, all of your natural gas requirements at the price and for your accounts ("Account(s)"). Pursuant to the Agreement, you authorize us to (i) enroll your Account(s) with your Utility so that we can supply the Account(s), (ii) aggregate your Account(s) with those of other customers of Constellation or its affiliates, (iii) request and receive usage and other information from your Utility with respect to the Account(s) and (iv) enter into agreements with your Utility as necessary under the Utility's tariff to facilitate supply of the Account(s). You agree to cooperate with Constellation to ensure enrollment of your Account(s) in a timely manner. You give us the authority to choose the source of your natural gas supply. Your Utility will continue to deliver your natural gas and provide billing and other services to you. You acknowledge that such transportation service is subject to regulations set forth in your Utility's tariff. **Supply of natural gas under this Agreement is conditioned upon (1) our verification of the accuracy of all information that you provide to us, including information regarding your natural gas usage and the Account(s) and (2) acceptance of enrollment of your Account(s) by the Utility.**

2. Term. This term of the Agreement is effective when enrollment occurs with the Utility with Constellation as your natural gas supplier, subject to your rescission right set forth under "Customer's Rescission Right" below. Subject to successful enrollment of your Account(s), we will supply the Account(s) with natural gas from the first regularly scheduled Utility meter read date after your Utility switches you to Constellation ("Start Date"), which we estimate will be in the month of DATE (DATE billing cycle). We will supply your Account(s) through the month of DATE (DATE billing cycle). If the Township of _____ Natural Gas Aggregation Program continues beyond DATE with Constellation as the supplier, Constellation will send you a notice of renewal including, but not limited to, notice of the new Township of _____ Natural Gas Aggregation Program, notice of your right to opt-out of the Township of _____ Natural Gas Aggregation Program, and any other changes. The opt-out mailing shall include a provision for return of a post card or similar notice to Constellation, to be returned no later than twenty-one (21) days from the post-marked date, and receipt of the opt-out mailing post-marked before the opt-out deadline has elapsed shall count as timely sent. You are entitled to opt-out of Township of _____ Natural Gas Aggregation Program at least every two years from the Start Date of the Township of _____ Natural Gas Aggregation Program, without a penalty. If for any reason you do not wish to continue, you may cancel this Agreement as provided in Section 4 below. If you do not cancel, this Agreement will renew, and any changes to the General Terms and Conditions will become effective for the term provided in the renewal notice.

3. Township of _____ Natural Gas Aggregation Program. Through DATE (DATE billing cycle), your price will be a "Monthly Variable Rate" unless the Township of _____ decides to use one or more of Constellation's products. The Monthly Variable Rate will be set in Constellation's discretion and may vary from month to month based on Constellation's assessment of applicable market conditions, historic and projected supply and hedging costs, prior months pricing and balancing costs, projected average customer bill amounts and Utility pricing. The Monthly Variable Rate may include the following additional costs: balancing costs, transportation costs, line loss costs, storage costs, pooling charges, credit costs, broker fees, and a profit margin determined in Constellation's discretion that may vary from month to month. The Monthly Variable Price may be higher or lower than the price offered in the initial or any prior month. **IN THIS PROGRAM, YOU HEREBY APPOINT THE TOWNSHIP OF _____ AS YOUR AGENT FOR NATURAL GAS SUPPLY PRICING DECISIONS AND AGREE THAT TOWNSHIP OF _____ HAS THE EXCLUSIVE RIGHT TO MAKE NATURAL GAS SUPPLY PRICING DECISIONS ON YOUR BEHALF WHILE THIS AGREEMENT REMAINS IN EFFECT.**

Note: The fixed or variable price includes (i) all related interstate pipeline charges required to deliver gas to the Delivery Point, plus (ii) administrative costs and fees. In addition to the fixed or variable price, you will also pay the Utility's service charges.

4. Termination. You may terminate this Agreement without penalty at any time for any reason by providing notice to Constellation. Please note that once enrolled, it may take one to two billing cycles beyond the current billing cycle for the cancellation to be effective, as the effective date of all cancellations are subject to your Utility's guidelines. Should you fail to pay any Utility invoice or fail to meet any agreed-upon payment arrangement, your service and this Agreement may be automatically terminated in accordance with the Utility's tariffs. In addition, this Agreement will terminate if (i) the requested service location is not served by the Utility, (ii) you move outside the Utility's service area or to an area not served by Constellation, (iii) we return you to the Utility's sales service pursuant to any termination of this agreement by us, or (iv) you cancel your enrollment with us pursuant to your rescission right provided below. You may terminate this Agreement without penalty if you relocate outside the service territory of the Utility.

5. Customer's Rescission Right. Upon processing your enrollment, the Utility will send you a confirmation letter, which is notice of the transfer of your supply to Constellation. You have a seven (7) business day period from the postmark date of the Utility's confirmation letter during which time you may cancel your enrollment, without penalty, by calling the Utility's toll-free number provided in the confirmation letter or by providing written notice to the Utility, which will be effective as of the postmark date.

6. Your Invoice. You will be invoiced by the Utility monthly for all charges applicable to your natural gas usage, including the rates set forth herein, applicable Taxes (which are passed through to you) and all applicable Utility customer charges and franchise fees. You authorize us to act as your payment agent if deemed necessary by us to facilitate consolidated billing. You have the right to request up to twenty-four (24) months of your payment history for services rendered by Constellation without charge.

7. Switching. The Utility may charge a switching fee in accordance with its tariff when you change your natural gas supplier to Constellation. If the Utility charges a switching fee when you change your natural gas supplier to Constellation in accordance with this Agreement, Constellation agrees to refund you for any such switching fee. To receive a refund, you must call Constellation at _____. Constellation will not separately charge a switching fee. If you voluntarily return to the Utility after switching to a competitive supplier, you may be charged a price other than the Utility's regulated sales service rate.

8. Customer Service. For questions or complaints about our services, contact us at our Customer Care department by calling toll-free _____, 24 hours a day, seven days a week, by e-mail at VST@constellation.com, online at www.constellation.com, or in writing at Constellation NewEnergy – Gas Division, LLC, 1716 Lawrence Drive, De Pere WI, 54115. If your complaint is not resolved after you have called Constellation, or for general utility information, you may contact the Public Utilities Commission of Ohio ("PUCO") for assistance at (800) 686-7826 (toll free) or for TTY at (800) 686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at (877) 742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.pickocc.org.

9. Definitions. "Delivery Point" means any existing and future points of interconnection between your Utility transmission and/or distribution system and those of a third party pipeline supplying natural gas to the Utility. "Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, per Ccf, commercial activity or other privilege tax, and any other tax (whether in effect as of the effective date of this agreement or thereafter) imposed by any governmental entity. "Utility" means your local natural gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of natural gas to the Account(s). "Market Price" means the current price at which natural gas can be bought or sold by suppliers. "Market Trend" means the tendency of natural gas market prices to move in a particular direction over time.

10. Notices. All notices will be in writing and delivered by hand, first class mail, or by express carrier to our respective business addresses. Either of us can change our address by notice to the other pursuant to this paragraph.

11. Changes in law, market structure, and/or your natural gas needs or classifications. If a change in or implementation of law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility tariffs, or the like causes our costs under this Agreement to increase, we will have the right to pass such increased costs on to you. The changes described in this Section may change any or all the charges described in this Agreement.

12. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; labor disputes; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of natural gas transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; and actions taken by third parties not under your or our control, such as the Utility. However, such events shall not in any event excuse any failure to make payments due in a timely manner for natural gas supplied to you. The parties shall notify each other immediately of an operational flow or curtailment order from the applicable pipelines or Utility and shall take all required steps to comply with such orders.

13. Delivery Point and indemnification obligations. We will deliver natural gas to the Delivery Point. Title and risk of loss related to the natural gas transfer to you at the Delivery Point, and you are responsible for all transmission, distribution, and other costs (including Taxes and other fees) related to the final delivery to the facilities to which the Account(s) relate as well as your use of the natural gas. While we will arrange for the delivery of natural gas to you by your Utility, we will have no liability or responsibility for matters within the control of the Utility, which include maintenance of pipelines and systems, service interruptions, loss of service, quality of the natural gas, deterioration of services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

14. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, OWNERS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Each party agrees to use commercially reasonable efforts to mitigate the damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CONSTELLATION'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR SPECIFIC PURPOSE OR USE.

15. Governing Law/Venue. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS. WE ALSO BOTH AGREE IRREVOCABLY

AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

16. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will **not rely, and have not relied,** on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decisions or actions you may take are and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. There is no guarantee that the program you chose will guarantee any price advantage or savings.

17. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may disclose such information to our affiliates (excluding Baltimore Gas & Electric, a regulated utility) and such affiliates' employees, agents, advisors, and independent contractors. Other than for operation, maintenance, assignment and transfer of your Account(s), pursuant to a court or PUCO order or pursuant to a PUCO rule, we will not release your account number or, other than for credit checking and credit reporting, if applicable, your social security number, without your prior written consent.

18. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of such default or any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent and any such attempted transfer will be void. We may assign our rights and obligations under this Agreement to a qualified natural gas supplier and will provide you with prior written notice of any such assignment. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether oral or written) regarding the subject matter of this agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile copy with your signature will be considered an original for all purposes. No amendment to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. Constellation shall have the right to set-off and net any amounts owed to Customer against any amounts owed to it by Customer under this Agreement or any other agreement. This Agreement is a "forward contract" and Constellation is a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). Customer's purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of natural gas for one or more of its facilities. Customer represents that it qualifies as an "eligible contract participant" as the same is defined under the CEA. The terms of any purchase order (PO) you send to us or any alterations, additions, or modifications you make to the preprinted terms of this Agreement shall be void and without any effect unless and only to the extent we agree in writing to such alterations, additions, or modifications.

IN THE EVENT OF AN EMERGENCY OR SERVICE INTERRUPTION, CONTACT YOUR UTILITY AT:

Utility Name	Utility Abbreviation	Contact Number
Duke Energy Ohio	DUKE	(800) 634-4300

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this “Agreement”), is made and entered into as of this _____ day of October, 2017, by and between COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO (the “Township”), a township and political subdivision organized and existing under the Constitution and the laws of the State of Ohio and Struble Road Development Company, LLC, an Ohio Limited Liability Corporation (the “Developer”).

WITNESSETH:

WHEREAS, on July 31, 2017, the Board of Trustees of the Township adopted a resolution extending for 15 years the Colerain Town Center TIF applicable to certain parcels of real property depicted in Appendix A attached hereto (hereinafter referred to as the “Property”); and

WHEREAS, the Developer is planning on constructing a first class Corporate Headquarters and Industrial/Flex Office Park (the “Project”) in phases beginning with the Corporate Headquarters with a minimum estimated investment in excess of Nineteen Million Dollars (\$19,000,000.00) for the first phase of the Project; and

WHEREAS, in order to successfully develop the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements the Township and the Developer agree will directly benefit the Property, such improvements

to include the construction of a public road necessary to service the Property (all as more fully set forth as defined in Section 3, the “Public Infrastructure Improvements”); and

WHEREAS, the Township, by Resolution 36-17 (the “TIF Resolution”) has extended the Colerain Town Center TIF which includes the Property for 15 additional years until and including December 31, 2035.

WHEREAS, subject to any tax exemption under the Ohio Revised Code, the Township has determined that it is necessary and appropriate and in the best interest of the Township to provide for the current owner and any future owners of the Property (with the Developer and each such future owner referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the “Service Payments”) to the Hamilton County Treasurer (the “County Treasurer”), which Service Payments will be (i) used for purposes including, but not limited to paying costs of construction of the Public Infrastructure Improvements (the “Costs”), or the payment of debt service on any debt incurred in order to finance the costs of such Public Infrastructure Improvements (the “Debt Service”), pursuant to and in accordance with the Ohio Revised Code Sections 5709.73, 5709.74 and 5709.75 (collectively, the “TIF Statutes”) and the TIF Resolution; and

WHEREAS, to provide for the collection of the Service Payments and to enable the Public Infrastructure Improvements to be constructed, the parties hereto desire to enter into this Agreement on the terms as hereinafter provided; and

WHEREAS, the Township desires the Developer to construct or to cause to be constructed the Public Infrastructure Improvements and has authorized the execution of this Agreement;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Developer to proceed with the construction of the Public Infrastructure Improvements, the parties hereto agree to the foregoing and as follows:

Section 1. Service Payments. Owner hereby agrees to make Service Payments attributable to its ownership of the Property, all pursuant to and in accordance with the requirements of the TIF Statutes and the TIF Resolution. Service Payments will be made semiannually to the County Treasurer (or to such treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Property. Any late payments will bear penalties and interest at the then current rate established under Ohio Revised Code Sections 323.121 and 5703.47 or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to the Property (after credit for any other payments received by the Township under Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, with such payments referred to herein as the "Property Tax Rollback Payments") if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties

and interest. An Owner will not, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to the Property, whether pursuant to Ohio Revised Code Section 5709.73 or this Agreement. The Township and the Owners agree that the Township Public Improvement Tax Increment Equivalent Fund (the "Fund") will receive all Service Payments and Property Tax Rollback Payments made with respect to the Improvements to the Property that are payable to the Township.

Section 2. Exemption Applications. The Owner consents to the Colerain Town Center TIF and the 15 year extension of the TIF by Resolution 36-17. The Township and Owner agree to cooperate in the preparation, execution and filing of all necessary applications and supporting documents to obtain from time to time the TIF Exemption for the Property and to enable the Township to collect Service Payments with respect to the Property. The Township and the Owners agree to perform such acts as are reasonably necessary or appropriate to effect, claim, preserve and maintain the TIF Exemption and collect the Service Payments including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemption or the Service Payments. The Owners authorize the Township to file any applications necessary to obtain from time to time the TIF Exemption as provided in the TIF Resolution. Through the execution of this Agreement, the Owner agrees and consents to the creation and extension of the TIF.

Section 3. Payments to Developer. The Township shall disburse \$1,500,000 as payment to the Developer to be used for construction of the Public Infrastructure Improvements. The Developer agrees to construct a Corporate Headquarters, consisting of a multi-story, 65,000 +/- square foot Class A Facility Building. The Public Infrastructure Improvements consist specifically of the improvement and construction of the public roads set forth in *Exhibit B* attached hereto and made a part hereof and the extension of public utilities into the Property in accordance with Section 5 hereof. The Developer shall provide the commencement date notice for the Public Infrastructure Improvements to the Township not more than six (6) months after the effective date of this agreement.

Notwithstanding any other provision of this Agreement, the Township's payment obligations hereunder are limited to the monies in the Fund that are actually collected and attributable to Service Payments and Supplemental Service Payments made with respect to the Project or specific project phase, as applicable, and do not constitute an indebtedness of the Township within the provisions and limitations of the laws and the Constitution of the State of Ohio, and the Developer does not have the right to have taxes or excises levied by the Township for the payment of the Costs or Debt Service.

Section 4. Conditions Precedent to Payments for Public Infrastructure Improvements. At the Township's discretion, the disbursement of Funds under Section 3 hereof may be distributed through an agreement with The Port of Greater Cincinnati Development Authority. The Township's obligations to make payments to the Developer for costs of any portion of the Public Infrastructure Improvements under Section 3 hereof

commence when the Developer provides notice that construction of the Public Infrastructure Improvements has commenced pursuant to Section 3 of this Agreement and certification that infrastructure work for which payment is requested has been completed. In addition, Township's obligation to make payments is contingent upon the certification of the extension of the TIF by the Ohio Tax Commissioner and the Hamilton County Auditor.

Section 5. Developer agrees to extend utilities into the property to serve its corporate headquarters and new users in the Industrial/Flex Office Park. Developer agrees that all utilities will comply with applicable county and state standards. Notwithstanding the foregoing, it is understood by the parties that the Developer's obligations under this Section 5 shall be with respect to extension of trunk line utilities into the property, and shall not obligate the Developer to connect individual parcels to the trunk lines, it being the responsibility of the owners of such parcels from time to time to undertake any such connection.

Section 6. Developer agrees to construct additional Industrial/Flex Office buildings as market conditions dictate. In addition, Developer will construct roads within the Property in order to facilitate development. All said roads will be constructed in compliance with applicable county and state standards.

Section 7. Developer agrees to comply with all requirements for prevailing wage and accounting standards necessary for grant, TIF, state and federal fund assistance for any portions of the project covered by such programs if statutorily required.

Section 8. Developer agrees to donate to the Township the property, consisting of approximately 3 acres of useable and developable land, more fully set forth in *Exhibit B* attached hereto and made a part hereof (the “Donation Property”). The Township agrees to use the Donation Property for the construction of a fire house. The Township will have until June 30, 2027 to begin construction on the fire house or the site will revert to the Developer.

Section 9. The Township agrees that it will proceed with reasonable dispatch to issue obligations yielding net proceeds of \$1,500,000 for the payment to the Developer to be used for the construction of Public Infrastructure Improvements required by this Agreement (the “Obligations”). The Obligations shall be in such form as the Township may choose; provided, however, that (i) the debt service on the Obligations shall not, in the commercially reasonable discretion of the Township and the Developer, be anticipated to require any payment of Supplemental Payments (defined *infra*) by the Developer during the term of the Obligations, and (ii) the debt service on the Obligations shall not be accelerable. If the Township does not issue obligations to satisfy the \$1,500,000 payment obligation described in this Agreement, and the Township elects to finance the Project with internal funds, the Township shall fix a maximum interest rate of 4% for a period not to exceed 15 years. The Developer agrees to guarantee that Service Payments distributed to

the Township will equal an amount necessary to pay the cost to service the Obligations or other source of funds. If the annual Service Payments are less than the amount necessary to service the Obligations, the Developer agrees to pay the Township the deficient amount prior to June 1 and December 1 of each year after being notified in writing, by the Township Fiscal Officer by May 10 and November 10, respectively, of each year (such payment of any deficiency being a "Supplemental Payment"). If the annual Service Payments set forth in Section 1 are at least twice the Township's annual debt service obligation for the Obligations for two consecutive years, the requirement to pay Supplemental Payments will be extinguished; provided the Developer does not ask for and receive a property valuation reduction to an amount, combined with the other parcels within the Property, that reduces the Service Payments below the amount necessary to service the Obligations.

Section 10. In addition to the payment of \$1,500,000 to Developer as set forth within Section 3, the Township agrees to work in good faith with Developer, the Hamilton County Engineer and the Ohio Department of Transportation regarding grants and obtaining the approvals necessary for the Public Infrastructure Improvements.

Section 11. Certain Representations and Warranties of Developer. The Developer hereby covenants, represents and warrants as of the date of delivery of this Agreement that:

(i) It (a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio, and (b) has all requisite power and authority

and all necessary licenses and permits to own and operate its properties and to carry on its business as now being conducted and as presently proposed to be conducted.

(ii) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct the Public Infrastructure Improvements, and it has duly executed and delivered this Agreement.

(iii) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (a) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (b) have been duly authorized by all necessary action on its part.

(iv) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Project, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct the Project.

(v) Neither it nor any person, company, affiliated group or organization that holds, owns or otherwise has a controlling interest in it has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List. It acknowledges receipt of a current version of the Terrorist Exclusion List, and it shall provide to the Township a fully completed and executed Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization, utilizing the current form provided by the Ohio Department of Public Safety.

(vi) It is in compliance with State of Ohio campaign financing laws contained in Ohio Revised Code Chapter 3517, including, but not limited to, divisions (1)(1) and (3) and (J)(l) and (3) of Ohio Revised Code Section 3517.13.

Section 12. Certain Representations and Warranties of the Township. The Township hereby covenants, represents and warrants as of the date of delivery of this Agreement that:

(i) It is a Limited Home Rule Township and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(ii) It will have duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the Township enforceable in accordance with its terms.

(iii) It is not in violation of or in conflict with any provision of the laws of the State that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement.

(iv) It has and will have full power and authority (i) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (ii) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(v) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(vi) The TIF Resolution has been duly adopted by the Township, has not been amended, modified or repealed, and is in full force and effect.

(vii) It will deposit into the Fund all Service Payments and Supplemental Payments received by it and made with respect to the Property.

(viii) It will not amend, modify or repeal the TIF Resolution in any way that would affect the amount of Service Payments deposited into the Fund except as approved by the Developer or required by law.

Section 13. Provision of Information. Each Owner agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and

determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement. Each Owner further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the Township to enable the Township to submit the status report required by the Ohio Revised Code to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 14. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand- delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

- (i) As to the Township:

Colerain Township
4200 Springdale Rd.
Cincinnati, OH 45251
Attention: Administrator

(ii) As to the Developer:

Struble Road Development Company, LLC
10795 Hughes Road
Cincinnati, Ohio 45251
Attn: Mr. James E. Thaxton, Esq., General Counsel

Section 15. Successors; Assignment; Amendments; Township Consents. This Agreement will be binding upon the parties hereto and their successors and assigns. The parties may only assign this Agreement with the consent of all parties hereto; provided, however, that the Developer may, without the consent of the Township, assign its rights and obligations under this Agreement in whole or in part to any affiliate of the Developer, to an entity with equal or greater net worth than the Developer at the time of transfer, and/or to a lender for the purpose of obtaining financing for the Public infrastructure Improvements, as long as such an assignment provides that, except for any assignment to affiliate of the Developer or to an entity with equal or greater net worth than the Developer at the time of transfer, the Developer remains liable for all of its obligations under this Agreement. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in the Property to another person or entity. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent or agreement of the Township to be given under this Agreement must be given by the Township Administrator and must be given in writing.

Section 16. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are

effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the Township may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and neither the members of the Board of Trustees nor any Township official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the Township or the Developer contained in this Agreement.

Section 17. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be constructed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 18. Separate Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all

required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 20. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the Township, its employees, contractors, subcontractors and agents, and an Owner, its employees, contractors, subcontractors and agents, and a Developer, its employees, contractors, subcontractors and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Hamilton County Ohio.

Section 21. Legislative Contingency. Notwithstanding anything herein or elsewhere to the contrary, in the event that the Township does not authorize and issue the Obligations in accordance with Section 9 hereof on or before January 31, 2018, this Agreement shall cease and terminate as of that date and the parties hereto shall have no further obligations or rights under this Agreement. Cessation and termination of this agreement shall terminate the Owner's obligation to pay Supplemental Service Payments

but shall not terminate the Owner's obligation to pay the otherwise required Service Payments.

(signature pages follow)

IN WITNESS WHEREOF, the Township and the Developer have caused this Tax Increment Financing Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

COLERAIN TOWNSHIP, HAMILTON
COUNTY

Printed: _____

Title: Township Administrator

Date: _____

STRUBLE ROAD DEVELOPMENT
COMPANY, LLC

Printed: _____

Title: _____

Date: _____

Approved as to Form:

Lawrence E. Barbieri
Colerain Township Law Director

APPENDIX A

Legal Description of the Property

EXHIBIT "A"

DESCRIPTION ACCEPTABLE
 Order No. 28270140 CIN
 HAMILTON COUNTY ENGINEER
 9/3/08
 Tax Map -
 CAGIS -

PARCEL I:

SITUATE IN SECTIONS 10 AND 16, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF LOTS 7, 8, 9 AND 10 OF JOHN WILLIAMSON'S ESTATE AS RECORDED IN DEED BOOK 148, PAGE 304 OF THE HAMILTON COUNTY, OHIO RECORDS AND ADJACENT PROPERTIES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF SAID SECTION 10, SOUTH 89° 46' 41" EAST, 337.72 FEET TO A POINT; THENCE LEAVING THE NORTH LINE OF SAID SECTION 10, SOUTH 00° 37' 19" WEST, 40.18 FEET TO A SET IRON PIN AND CAP IN THE SOUTHERLY RIGHT OF WAY OF STRUBLE ROAD AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE LEAVING THE SOUTHERLY RIGHT OF WAY OF STRUBLE ROAD, SOUTH 00° 37' 19" WEST, 250.22 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 89° 46' 41" EAST, 517.50 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE NORTH 00° 37' 19" EAST, (PASSING A SET 5/8" IRON PIN AND CAP AT 260.40 FEET) 290.40 FEET TO A SET MAG NAIL IN THE CENTERLINE OF STRUBLE ROAD; THENCE ALONG THE CENTERLINE OF STRUBLE ROAD, SOUTH 89° 46' 41" EAST, 50.00 FEET TO A SET MAG NAIL; THENCE LEAVING THE CENTERLINE OF STRUBLE ROAD, SOUTH 00° 37' 19" WEST, (PASSING A SET IRON PIN AND CAP AT 30.00 FEET) 290.40 FEET TO A SET IRON PIN AND CAP IN THE WESTERLY LINE OF THE PROPERTY AS CONVEYED TO GRASSHOPPER INVESTMENTS, INC. IN OFFICIAL RECORD 10222, PAGE 2297 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF GRASSHOPPER INVESTMENTS TRACT, SOUTH 01° 58' 19" WEST, 1,159.68 FEET TO AN EXISTING IRON PIN AND CAP IN THE NORTHERLY LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 275; THENCE LEAVING THE WESTERLY LINE OF SAID GRASSHOPPER INVESTMENTS TRACT, ALONG THE NORTHERLY LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 275, SOUTH 50° 51' 30" WEST, 200.00 FEET TO AN EXISTING IRON PIN AND CAP AT THE MOST EASTERLY CORNER OF LOT 1 OF COLERAIN TOWNE CENTRE AS RECORDED IN PLAT BOOK 293, PAGES 60 AND 61 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE NORTHERLY LIMITED ACCESS RIGHT OF WAY OF INTERSTATE 275, ALONG THE NORTHERLY LINE OF SAID LOT 1, NORTH 39° 00' 10" WEST, 395.00 FEET TO A SET IRON PIN AND CAP AT THE MOST SOUTHERLY CORNER OF THE PROPERTY AS CONVEYED TO KIR COLERAIN 017, LLC, IN OFFICIAL RECORD 8327, PAGE 2346 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE LEAVING THE NORTHERLY LINE OF SAID LOT 1, ALONG THE LINES OF SAID KIR COLERAIN 017, LLC, THE FOLLOWING FOUR COURSES AND DISTANCES, NORTH 50° 59' 50" EAST, 50.00 FEET TO A POINT, BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 1.06 FEET NORTH AND 0.15 FEET WEST; THENCE NORTH 39° 00' 10" WEST, 195.89 FEET TO A POINT, BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 1.20 FEET NORTH; THENCE NORTH 74° 16' 10" WEST, 440.89 FEET TO A POINT, BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 0.77 FEET NORTH AND 0.27 FEET WEST; THENCE SOUTH 15° 43' 41" WEST, 50.00 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED LOT 1 OF COLERAIN TOWNE CENTRE, SAID POINT BEING WITNESSED BY AN EXISTING IRON PIN AND CAP, WHICH IS 1.69 FEET NORTH; THENCE LEAVING THE LINES OF SAID KIR COLERAIN 017 TRACT, ALONG THE NORTHERLY LINES OF AFOREMENTIONED LOT 1, THE FOLLOWING TWO COURSES AND DISTANCES, NORTH 74° 16' 19" WEST, 107.19 FEET TO A SET IRON PIN AND CAP AND NORTH 89° 46' 41" WEST, 890.00 FEET TO THE MOST EASTERLY CORNER OF THE PROPERTY AS CONVEYED TO SPEEDWAY SUPERAMERICA, LLC IN OFFICIAL RECORD 7967, PAGE 345 OF THE HAMILTON COUNTY, OHIO RECORDS, SAID POINT BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 0.28 FEET WEST; THENCE LEAVING THE NORTHERLY LINE OF SAID LOT 1, ALONG THE LINES OF SAID SPEEDWAY SUPERAMERICA TRACT, THE FOLLOWING FOUR COURSES AND DISTANCES, ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 130.00 FEET, A DISTANCE OF 88.14 FEET, THE CHORD OF SAID CURVE BEARS, NORTH 70° 21' 14" WEST, 86.46 FEET TO A SET IRON PIN AND CAP; THENCE NORTH 50° 55' 54" WEST, 89.26 FEET TO AN EXISTING IRON PIN AND CAP; THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 220.00 FEET, A DISTANCE OF 249.48 FEET; THE CHORD OF SAID CURVE BEARS, NORTH 83° 25' 07" WEST, 236.33 FEET TO AN EXISTING IRON PIN AND CAP; THENCE SOUTH 64° 05' 40" WEST, 48.05 FEET TO A SET 5/8" IRON PIN AND CAP IN THE EASTERLY RIGHT OF WAY OF COLERAIN AVENUE (U.S. 27); THENCE LEAVING THE NORTHERLY LINE OF SAID SPEEDWAY SUPERAMERICA TRACT, ALONG THE EASTERLY RIGHT OF WAY OF COLERAIN AVENUE (U.S. 27), THE FOLLOWING FIVE COURSES AND *; THENCE SOUTH 89° 46' 41" EAST, 1,184.04 FEET TO AN EXISTING IRON PIN AND CAP

DISTANCES, NORTH 32° 24' 46" WEST, 11.83 FEET TO A POINT; THENCE NORTH 23° 46' 54" WEST, 2.26 FEET TO A POINT; THENCE NORTH 28° 21' 35" WEST, 307.45 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE NORTH 04° 30' 35" EAST, 122.79 FEET TO A SET 5/8" IRON PIN AND CAP, THENCE ALONG A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 1,332.49 FEET, A DISTANCE OF 121.72 FEET, THE CHORD OF SAID CURVE BEARS NORTH 15° 42' 26" WEST, 121.68 FEET TO A SET IRON PIN AND CAP IN THE SOUTHERLY RIGHT OF WAY OF STRUBLE ROAD; THENCE LEAVING THE EASTERLY RIGHT OF WAY OF COLERAIN AVENUE (U.S. 27), ALONG THE SOUTHERLY RIGHT OF WAY OF STRUBLE ROAD, THE FOLLOWING SIX COURSES AND DISTANCES, NORTH 63° 14' 57" EAST, 138.68 FEET TO A POINT; THENCE NORTH 59° 14' 19" EAST, 109.85 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE NORTH 00° 15' 40" EAST, 23.36 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE NORTH 59° 26' 52" EAST, 183.64 FEET TO A POINT; THENCE ALONG A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 699.99 FEET, A DISTANCE OF 360.71 FEET; THE CHORD OF SAID CURVE BEARS, NORTH 74° 12' 37" EAST, 356.74 FEET TO A POINT; THENCE NORTH 88° 58' 23" EAST, 95.90 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 46.8201 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF STRUBLE ROAD.

BEARING USED IN THIS LEGAL DESCRIPTION ARE BASED ARE RELATIVE TO COLERAIN TOWN CENTER AS RECORDED IN PLAT BOOK 293, PAGES 60 AND 61 OF THE HAMILTON COUNTY, OHIO RECORDS.

PARCEL II:

NON-EXCLUSIVE APPURTENANT EASEMENTS FOR THE BENEFIT OF PARCEL I AND OTHER LAND NOT COVERED BY THIS COMMITMENT AS CREATED BY WARRANTY DEED AND DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS FILED IN OFFICIAL RECORD 5146, PAGE 476 AND RE-RECORDED IN OFFICIAL RECORD 5504, PAGE 1075 AND AS MODIFIED BY SUPPLEMENT NO. 1 FILED IN OFFICIAL RECORD 6148, PAGE 1298 AND AS FURTHER MODIFIED BY EASEMENT, OPTION AND RESTRICTION AGREEMENT FILED IN OFFICIAL RECORD 6515, PAGE 161, ALL OF THE RECORDER'S OFFICE, HAMILTON COUNTY, OHIO.

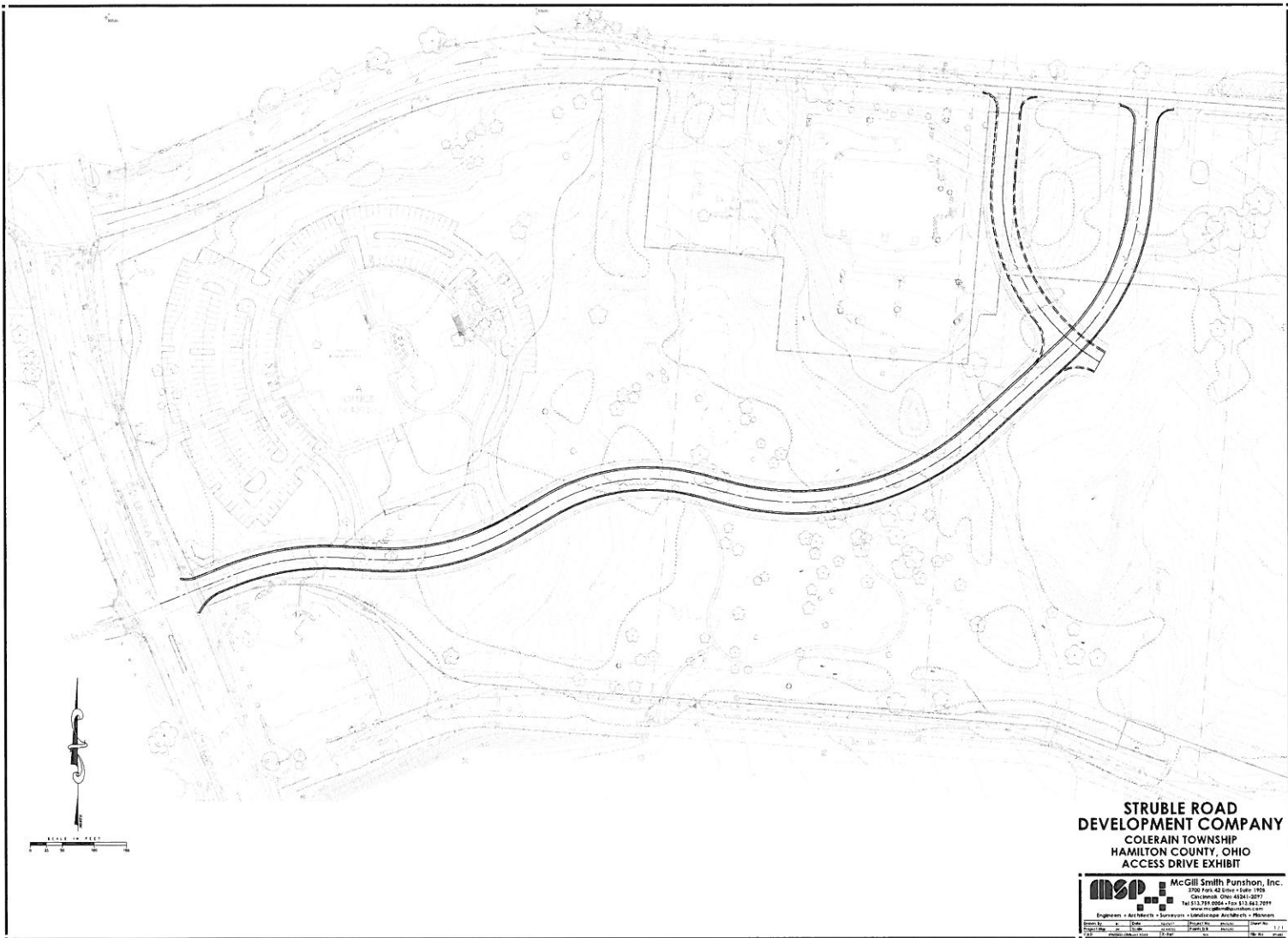
PARCEL III:

NON-EXCLUSIVE APPURTENANT STORM SEWER EASEMENT WHICH, IN CONJUNCTION WITH ONE OF THE EASEMENTS DESCRIBED IN PARCEL II BENEFITS PARCEL I, CREATED IN INSTRUMENT RECORDED IN DEED BOOK 4178, PAGE 425 AND AMENDED AND RESTATED IN GRANT OF EASEMENT FILED IN OFFICIAL RECORD 5033, PAGE 1707, BOTH OF THE RECORDER'S OFFICE, HAMILTON COUNTY, OHIO.

10940 1473

EXHIBIT A

Public Roads Depiction



**STRUBLE ROAD
DEVELOPMENT COMPANY**
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO
ACCESS DRIVE EXHIBIT

mSP McGill Smith Purshon, Inc.
1700 Park 42 Drive • Suite 100
Cincinnati, Ohio 45241-2077
Tel 513.751.0004 • Fax 513.663.2099
www.mcgillsmithpurshon.com

Engineers	Architects	Surveyors	Landscape Architects	Planners
James A. McGill	David M. Smith	Robert J. Purshon	John W. Smith	John W. Smith
Project Manager	Lead Designer	Project Manager	Lead Designer	Project Manager
James A. McGill	David M. Smith	Robert J. Purshon	John W. Smith	John W. Smith

EXHIBIT B

Fire House Land Donation Depiction

Sheet Title	LOT 3 - PLOT PLAN	
Project No.	89602.88	
Scale	1" = 50'	
Sheet No.	1 / 1	
File No.	89602.88	

FISCAL OFFICER'S CERTIFICATE

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO

The Township has no obligation to make payments pursuant to the foregoing Agreement except for payments from Service Payments and Property Tax Rollback Payments collected and deposited into the Fund, and has no obligation to make any payments under this Agreement in 2017. Accordingly, as fiscal officer for Colerain Township, Hamilton County, Ohio, I hereby certify that during 2017 no funds are required to meet the obligations of the Township under the foregoing Agreement or to be lawfully appropriated for the purposes thereof or available in the treasury of the Township, in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Dated: _____, 2017

Heather Harlow, Fiscal Officer

Date

Andrew J. Brossart
Bradley Payne Advisors, LLC
300 East Business Way, Suite 200
Cincinnati, Ohio 45241
513.247.6123

September 23, 2017

Dan Meloy, Administrator
Colerain Township, Hamilton County, Ohio
4200 Springdale Road
Colerain Township, Ohio 45251

RE: Engagement Letter –Related to Colerain Township’s Municipal Advisory Services

Dear Mr. Meloy:

Section 1 of this letter describes the municipal advisor professional services engagement between Bradley Payne Advisors, LLC and the Colerain Township Board of Trustees. Section 2 describes Andrew Brossart’s services and fees as they relate specifically to the Township’s forthcoming issuance of Bond Anticipation Notes (the “Notes”) and any future Bond new money needs (the “Bonds”), and ongoing municipal advisory work as requested by the Township. Upon agreeing with the intentions of this letter, please sign and return a copy to me electronically.

Please note: Section 2 of this letter contains important disclosures.

Abbreviations:

Bradley Payne Advisors, LLC and Colerain Township Board of Trustees are abbreviated from time to time herein as “BP” and “Township” respectively.

SECTION 1 – GENERAL SERVICES

Municipal Advisory Activities That May Be Provided at the Specific Request of the Township:

General Services:

- a) Offer advice on all financing related proposals, ideas and concepts submitted to the Township by financial services companies;
- b) Prepare or review investment, disclosure and debt policies;
- c) Manage the development and distribution of Request for Qualifications related to financing professional services;
- d) Meet with the Township’s Finance Director and Administrator to assist with the formulation of financing plans and other bond related matters. Develop and distribute communications related to financial discussions.

- e) Assisting in the development and review of new development and/or redevelopment projects including:
 - i. Review and/or projections of tax revenue increases derived from tax increment financing districts, New Community Authority Districts and enterprise zone tax abatement forecasting.
 - ii. Review of any financing plan utilizing increased tax revenues from the proposed development and marketability of those revenue streams.
 - iii. At the request of the Township, review all documents where by the Township is financially involved.

Transaction Specific Services Provided:

- a) Produce and distribute schedules, distribution lists and other working papers, such as plan of finance and pricing summary;
- b) Organize and facilitate the following activities: rating presentation and securities pricings;
- c) Prepare progress reports;
- d) Facilitate the Township's full and accurate investor disclosures and assist in the retention of a suitable disclosure agent. *(This service is limited in scope to making a "best effort" review of the information made available to BP and in no way by delivery assumes accuracy or any responsibility or role as Disclosure Agent);*
- e) Assist with the bond underwriter's post-sale review including comparisons to comparable transactions;
- f) Review post-pricing-day market trades in the Township's Bonds including Bonds trading out of the primary account and in the secondary market for a period of approximately two to three weeks to reveal unusual or unfair pricing events.

Compensation and Out-of-Pocket Expenses:

- i. BP expects to provide general "municipal advisory services" to the Township from time to time at the Township's request. Should the Township prefer a non-transactional service agreement, the fee for occasional financial advice would be negotiated between the Township and BP established under a yearly fixed fee amount. These fees shall be billed on a semi-annual basis. The Township and BP agree to review this fee structure and agreement on an annual basis to determine the appropriate fee structure. Non-rated and privately placed or public sale economic development bonds will be negotiated at a separate rate with the Township as needed.
- ii. Should the Township not accept a fixed fee arrangement, BP will provide specific "transaction services" under this agreement per Section 2 below.

Record Retention:

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, BP is required to maintain in writing all communication and documentation between BP and the Township for five (5) years.

Fiduciary Duty:

BP is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (MSRB). As such, under MSRB Rule G-42, BP has a fiduciary duty to the Township and must provide both duty of care and loyalty that entails several proscribed duties including but not limited to the following:

- a) Exercise due care in performing its municipal advisory activities;
- b) Possess the degree of knowledge and expertise needed to provide the Township with informed advice;
- c) Make a reasonable inquiry as to the facts that are relevant to the Township's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Township; and
- d) Undertake a reasonable investigation to determine that BP is not forming any recommendation on materially inaccurate or incomplete information; BP must have a reasonable basis for:
 - i. any advice provided to or on behalf of the Township;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Township, any other party involved in the municipal securities transaction or municipal financial product, or the Township's securities; and
 - iii. any information provided to the Township or other parties involved in the municipal securities transaction when participating in the preparation of an official statement.
- e) BP must deal honestly and with the utmost good faith with the Township and act in the Township's best interests without regard to the financial or other interests of BP.

*(For MSRB's Regulatory Notice and description for G-42 duties, please see:
<http://www.msrb.org/~media/Files/Regulatory-Notices/Announcements/2016-03.ashx?la=en>)*

Term of Engagement:

The Township has the right to terminate its relationship with BP at any time. In that event, Township agrees that BP is owed just and equitable compensation for any satisfactory "transaction services" completed up to that point, including all pre-election services, and as presented in a final invoice.

Disclosures:

BP is required to disclose to the Township any conflicts of interest that may interfere with, or be perceived to interfere with, its fiduciary duty to the Township. Disclosures for this purpose are provided in the Section 2 of this letter below and may be amended from time at the request and approval of the parties to this Agreement.

License and Registration:

Andrew Brossart is a licensed Municipal Advisor. The Township may verify Andrew Brossart's SEC registration status at: <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

The Township may also review Andrew Brossart's recent engagements and political contributions by calendar year quarter at: <http://emma.msrb.org/MarketActivity/PoliticalContributions.aspx>.

SECTION 2 – TRANSACTION FEES AND DISCLOSURES

Transactions: The Township plans to issue Bonds and Notes at various times within the timeframe of this engagement. The known planned offerings are as follows:

- a) One-year Note Financings required by the Township;
- b) Tax Increment Financing Revenue Bonds;
- c) Future financings as needed by the Township;

BP Transaction Fees: BP's fees for services, which compensate BP for advisory services related to the Township's contemplated financing needs. All fees are contingent* upon the successful closing of the transactions, with the exception provided in Section 1 herein under "*Term of Engagement*".

- iii. Negotiated Sale Limited Tax General Obligation BANs – 0.1% of total amount issued.
- iv. Competitive Sale Limited Tax General Obligation BANs – 0.15% of total amount issued.
- v. Negotiated Sale Limited Tax General Obligation Bonds – 0.45% of total amount issued.
- vi. Competitive Sale Limited Tax General Obligation Bonds – 0.475% of total amount issued.
- vii. Negotiated Sale Sales Tax, Non-Tax Revenue or Utility Revenue Obligation Bonds – 0.475% of total amount issued.
- viii. Competitive Sale Sales Tax, Non-Tax Revenue or Utility Revenue Obligation Bonds – 0.5% of total amount issued.
- ix. Bank Placements of for LTGO, Utility, Income Tax or Non-Tax Revenue Obligation – 0.45% of total amount issued.
- x. Any unrated and privately placed or public sale economic development TIF Revenue bonds 0.75% of total amount issued.

**Please see important disclosures below. Transaction based fees may create conflicts of interest.*

Estimated Aggregate Transaction Fees

BP will provide a review of all proposed and negotiated vendor fees and expenses to the Township in advance of any bond and note sale. Upon request, BP's efforts will include collecting and negotiating vendor fees on the Township's behalf.

Comparative Transaction Fees

At the Township's request, BP will informally review the proposed aggregate transaction fees and the circumstances behind the fees to help prevent "excessive fees" as alluded to by the MSRB's proposed Rule G-42. As part of this review, upon request, BP will compare the total fees for this transaction to the fees reported in the final offering statements of several comparable transactions, considering the unique characteristics of the transactions (this review is limited to comparisons based readily available information from similar transactions).

IMPORTANT DISCLOSURES:

- a) **Compensation** – fees for municipal advisory services are typically provided in one or a combination of the following three ways:
 - i. Transaction Fees / Hourly Fees / Fixed fee
 - ✓ **Transaction "Flat" Fee** –Contingent fees are considered by the clear majority of Ohio Counties to be suitable where hours of pre-sale work may be completed but for a variety of reasons the bond sale may be cancelled prior to execution. Common reasons for cancellation include election failure or adverse market conditions. In the Township's case, for example, BP and the underwriter assumed full risk for planning meetings and all related work prior to a financing outcome, thereby protecting the Township from general fund liability should the issue fail. Please note: Contingent transaction fees may lead to comparatively higher fees and may conceivably cause financing team professionals to recommend financings not in the best interest of the Township to generate additional fee income.
 - ✓ **Hourly Fee and Fixed fee** - The Township has not historically paid fees on a contingency basis from bond funds. Nevertheless, BP encourages open discussion of hourly and fixed fee fee options at the Township's request.
- b) **Affiliations & Conflicts of Interest** - As of the date of this Agreement, there are no affiliations or conflicts of interest that BP is aware of that in its opinion would impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If BP becomes aware of any potential conflicts of interest that arise after this disclosure, BP will disclose the detailed information in writing to the Township in a timely manner.

Ballot Levy Contribution – BP has not made any contributions in support of any Township bond issue ballot campaigns.
- c) **Qualifications** - BP possesses the knowledge and expertise and will make a reasonable inquiry as to the facts that are relevant in determining the basis of advice provided and a reasonable investigation to determine that BP is not forming a recommendation on materially inaccurate information. BP is a registered Municipal Advisor in good standing.

- d) **Public Expense** - Fees paid to BP and other financing team members constitute public expense. Fees paid from bond proceeds are generally paid from bond proceeds and ultimately manifest themselves in the form of slightly higher average interest rates paid over the life of the Bonds. While BP's services are designed to materially lower or minimize the Township's overall financing costs through promoting and recommending best execution, they cannot be guaranteed to do so.
- e) **Travel Expenses Borne by the Township** – BP shall obtain the Township's prior written approval before incurring any out-of-state Travel Expense to be paid by the Township, regardless of the fee arrangement. Travel reimbursement request must follow the travel policy of the Township.
- f) **Principal** - BP does not act as principal in any of the transaction(s) related to this Agreement.
- g) **Suitability** – As requested, BP will perform due diligence that will allow it to form a reasonable basis for its recommendations. At the Township's request, BP will discuss material risks, potential benefits, structures and other characteristics of recommendations with the Township. BP will consider other reasonably feasible alternatives that might also serve the Township's objectives.

If the Township requests BP to review and evaluate recommendations made by another party, BP will discuss the following points with Township:

- i. the evaluation of the material risks, potential benefits, structure and other characteristics of the recommendation;
 - ii. whether BP reasonably believes that the recommendation is suitable and the basis for that belief;
 - iii. whether BP has investigated or considered other reasonably feasible alternatives to the recommendation.
- h) **Legal and Regulatory Disclosures** - As of the date of this letter, BP is aware of no legal disclosures it should make that are material to its relationship with the Township. If BP becomes aware of reasonable disclosures that arise during the term of this Agreement, BP will disclose such in writing to the Township in a timely manner.
- BP will comply with all applicable laws, regulations, and rules relating to the subject matter of this Engagement; will keep records documenting its compliance; and will provide a copy of such records to the Township upon the Township's request.
- i) **Liability Insurance** – BP carries liability insurance up to \$1,000,000 per occurrence.

If there are any questions regarding the letter, please do not hesitate to contact me. If you agree, please acknowledge receipt and approval of this letter by signing and returning at your convenience. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "A J Brossart".

Andrew J. Brossart
Bradley Payne Advisors, LLC

Approved:

Dan Meloy
Administrator
Colerain Township, Butler County

Date: _____

NEW BUSINESS

Department: Colerain Township Administration

Department Head: Daniel P. Meloy

Administration

a. Successful Completion of Probation

Recommend the Board of Trustees recognize the successful completion of the one-year probationary period of Assistant Township Administrator and Director Economic Development, Geoff Milz. As a result of his success and leadership in service to the Township, it is requested that the Board approve a salary increase to \$113,000.00 annually, effective October 3, 2017.

Rationale:

See attached memorandum

b. Resolution Accepting the Amounts and Rates as Determined by the Hamilton County Budget Commission

Recommend the Board of Trustees approve the resolution accepting the amounts and rates established by the Hamilton County Budget Commission

Rationale:

The Budget Commission provides the authorized tax rates, both voted and unvoted, and the gross levy proceeds, which is comprised of the estimates from property taxes and all of the State of Ohio reimbursements. The report also summarizes the authorized tax rate for the voted levies, the date approved by the voters, the length of the levy and the estimated tax revenue, inclusive only of the non-business and owner occupied credits and the homestead exemption reimbursements.

COLERAIN TOWNSHIP MEMORANDUM

DATE: August 28, 2017
TO: Mr. Michael Inderhees, Mr. Jeffrey Ritter and Mr. Gregory Insko
FROM: Daniel P. Meloy, Colerain Township Administrator
SUBJECT: Mr. Geoffrey Milz, Completion of Probation - Year in Review: October 2016 to September 2017

The time is upon me to formally evaluate Mr. Geoff Milz for his performance since he returned to the Township for full-time service as the Assistant Township Administrator/Director of Economic Development on October 3, 2016.

The role and job duties of our Township Assistant Township Administrator is expansive and the expectations placed upon him were high. This memorandum provides a summary and category breakdown for your review. The Township annual employee evaluation tool was also completed and was used as reference for this memorandum.

Summary

Mr. Milz served the Township in a part-time manner from the time of his appointment in August 2016 until he returned full-time on October 3, 2016. Upon his return, he became deeply involved in the negotiation with the Hamilton County Engineers Office over the vacation of Jonrose Avenue, and its importance to the West Union Square Development project. As you may recall, Mr. Milz was working for the Township and the involved with the Community Improvement Corporation (CIC), and was engaged in the process to dispose of the Jonrose properties and bring the West Union Square Project to fruition. This project was initiated and construction is underway after nearly five years of effort.

Mr. Milz' "Economic Development" highlights include the Rumpke Headquarters, Struble Road Industrial Park, movement in the Kroger project and the potential development of the long vacant Western Home Center. This year saw the first true inclusion of Colerain Township as a whole team, with a Township neighborhood problem solving effort. Specifically, the Township partnered with our Police Department and our Northbrook neighborhood, and Mr. Milz has been vital to influencing positive change. His direct impact includes the first use of "Place-Making" as an economic development strategy, while working behind the scenes to influence development and revitalization opportunities through his relationships with developers and grant holders.

Organizationally, we have made significant and meaningful changes to our leadership team and administrative support staff while dealing with the tragic loss of two valued employees. We have successfully worked through issues related to performance expectations from our leadership and staff alike and Mr. Milz accepted his new leadership role with energy and commitment. His involvement with the daily operations for our Public Services Department was vital during the search for a new Director. He demonstrated a commitment and dedication to our employees that isn't taught and not often experienced.

Again, Mr. Milz fully engaged with professional and community groups on behalf of the Township, made professional and community presentations and took every opportunity to continue his professional development through continuing education leadership programs at Xavier University.

Projects – Economic Development

1. Jonrose Vacation
2. West Union Square LIHTC Tax Credits Closing & Groundbreaking
3. Banning & Colerain Road Improvements
4. Duke/Builders First Source
5. Fireside Motel Negotiations
6. SSO 660 Troubleshooting
7. Rumpke Consent Decree Amendment
8. Rumpke Maintenance Building #2
9. Struble Road Industrial Park
10. Struble Road Industrial Park TIF District
11. Northbrook Activation
12. Raising Canes
13. Kroger Reengagement
14. ICSC – Retail Attraction Mission
15. Liberty Nursing Joint Economic Development District
16. Hamilton County Tax Incentive Review Committee
17. InTown Suites Management Improvement
18. Rumpke 529 Grant Application
19. The Skatin' Place CRA

Projects – Community Improvement Corporation

1. Adopted Ethics Policy
2. Adopted Operations and Fiscal Management Policy
3. Sold Jonrose Properties to CMHA
4. Implemented Quarterly Meetings and Bank Statement Review
5. Improved Record Keeping and Posting
6. Prepared 2016 Financial Statement
7. Created Vacant-Lot-to-Sideyard Program
8. Purchased 9184 Pippin from Port Authority

Projects – Public Services & Planning

1. Stone Creek Roundabout
2. Royal Heights SCIP Project
3. Acre, Byrneside, Gardenia SCIP Project
4. 2017 Road Improvement
5. Planning Department Standard Operating Procedures
6. Loveland Technologies Implementation in Northbrook
7. Planning Department – 5 Year Strategic Plan
8. Public Services – 5 Year Strategic Plan
9. Joseph Road Sidewalk
10. AFSCME Negotiations

Projects – Administration

1. PubWorks Implementation
2. Electric Aggregation Renewal
3. Building Retro-Commissioning Report
4. 4200 HVAC Improvements
5. Evaluation Process Improvements
6. Simple Recycling Implementation
7. Customer Service Request Upgrade
8. Benefits Committee – Health Insurance Renewal
9. Countless Records Requests
10. 2017 Temporary Budget
11. 2017 Final Budget
12. 2018 Tax Budget
13. Woodthrush Canvass

Personnel

1. Past Public Services Director's Separation
2. Past Public Services Supervisor's Separation
3. Reorganization of Administrative Personnel
4. Replacement Director Hire and subsequent separation/rehire
5. Served as Interim Public Services Director
6. Kevin Schwartzhoff's Hire
7. Employee "Performance Improvement Plan" development and oversight
8. The death of longtime employees
9. Addition of Code Enforcement Officer Positions

Grants

1. \$600,000 – Colerain Ave. Sidewalks - Primary
2. \$26,000 – LED Lighting - Primary
3. \$40,000 – Energy Grant - Support

Community Service

1. Secretary-Treasurer: American Planning Association – Ohio Chapter - Cincinnati Section
2. Executive Director: Community Improvement Corporation
3. Financial Advisory Committee Member: Northwest Local School District
4. Board Member, Chairman of the Outreach and Ambassadors Committee: Colerain Township Chamber of Commerce –
5. Member of the Board of Directors: Ohio-Kentucky-Indiana Regional Council of Governments
6. Member of the Board of Directors: Clippard YMCA

Additional Organizations

1. Urban Land Institute
2. Regional Economic Development Initiative (REDI) - Cincinnati
3. Western Economic Council
4. Conference of the New Urbanism
5. Southwest Ohio Administrators

6. Community Development Corporation Association of Greater Cincinnati
7. University of Cincinnati Real Estate Round Table
8. Port of Greater Cincinnati Development Authority
9. International Council of Shopping Centers

Presentations

1. Land Use Controls – University of Cincinnati – 10/3/16
2. Food Systems Planning – Xavier University – 10/20/16
3. StarOne Realtors – Economic Development Update – 3/7/17
4. Are we planning for Fiscal Sustainability? – David J. Allor Conference – 3/31/17
5. Northwest Exchange Club – Economic Development Update - 6/14/17
6. Chamber of Commerce – Insider Breakfast 8/23/17
7. Citizen's Police Academy – 9/6/17

Business Retention and Expansion (BRE) Visits

1. Sanctuary Point
2. Fast Signs
3. Wulff & Associates
4. Thrivent Financial
5. AAL Capital Management Corporation
6. Cincinnati Savings and Loan
7. Long, Schaefer & Company, Inc.

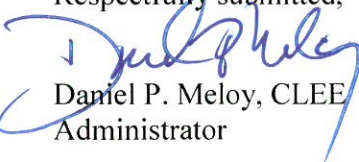
Continuing Education

Executive Presence – Xavier University – 5/10/17

As you can see from the document, Mr. Milz has met and exceeded the expectations set for him upon his return. The Township is better for his return and commitment to our employees and community. While he is still learning the nuance of employee leadership, he has the desire to continue to improve and learn.

Mr. Milz currently receives a salary of \$95,000.00 per year under the original hiring agreement. The same agreement stipulated a \$5,000 raise for his successful completion of his probationary year of employment. Now that I have one year of Township administration experience and had the time to watch and listen to other community administrators discuss their operations and expectations, it is my strong opinion that Mr. Milz deserves to be compensated at a level that is at least the 50th percentile of his peers. The Center for Local Government salary tool provided the salaries of 16 other communities, to include Anderson Township, Deerfield Township, Green Township and Springfield Township as comparable Assistant Administrator salaries. Based on the comparable salaries of Mr. Milz peers, I am seeking an increase in his annual salary to \$113,000.00 per year, effective October 3, 2017.

Respectfully submitted,



Daniel P. Meloy, CLEE
Administrator

Attachment: Center for Local Government, Salary Comparison – Current Agreement Raise and Proposed Salary

Springdale	\$144,338.00
Fairfield	\$144,117.00
Indian Hill	\$131,590.00
Montgomery	\$122,990.00
Sharonville	\$122,803.20
Lebanon	\$116,953.00
Green Township	\$113,000.00
Deerfield Township	\$112,819.00
Anderson Township	\$108,224.00
Mason	\$103,334.40
Wyoming	\$102,455.00
Springboro	\$101,717.32
Colerain Township	\$100,000.00
Springfield Township	\$96,533.00
Liberty Township	\$96,000.00
Monroe	\$95,000.00
Anderson Township	\$90,549.00
	\$113,242.12

Springdale	\$144,338.00
Fairfield	\$144,117.00
Indian Hill	\$131,590.00
Montgomery	\$122,990.00
Sharonville	\$122,803.20
Lebanon	\$116,953.00
Green Township	\$113,000.00
Colerain Township	\$113,000.00
Deerfield Township	\$112,819.00
Anderson Township	\$108,224.00
Mason	\$103,334.40
Wyoming	\$102,455.00
Springboro	\$101,717.32
Springfield Township	\$96,533.00
Liberty Township	\$96,000.00
Monroe	\$95,000.00
Anderson Township	\$90,549.00
	\$114,054.62

CLG Pay Survey Data - 03/21/2017

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION & AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE COUNTY AUDITOR**

Board of Township Trustees

Rev. Code, Secs. 5705.34

The Board of Trustees of _____ Township, Hamilton County, Ohio,
met in _____ session on the _____ day of _____, 20____,
at the office of _____
with the following members present: _____

Trustee	_____
Trustee	_____
Trustee	_____

Trustee _____ moved the adoption of the following Resolution:

WHERE AS, This Board of Trustees of _____ Township in accordance with
the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year
commencing January 1st, 20____; and

WHERE AS, The Budget Commission of Hamilton County, Ohio, has certified its action
thereon to this Board together with an estimate by the County Auditor of the rate of each tax
necessary to be levied by this Board and what part thereof is without, and what part within the
ten-mill limitation; therefore be it

RESOLVED, By the Board of Trustees of _____ Township,
Hamilton County, Ohio, that the amounts and rates, as determined by the Budget Commission in
its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Township
the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A	
SUMMARY OF THE AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION AND COUNTY AUDITOR'S ESTIMATED TAX RATES	

	Amount Approved by Budget Com- mission Inside 10M Limitation	Amount to be Derived from Levies Outside 10M Limitation	Tangible P.P. & P.U.P.P. State Reimbursements	Gross Levy Proceeds	County Auditor's Estimate of the Tax Rate to be Levied		
					Outside	Inside	TOTAL
GENERAL FUND	531,160	0	0	531,160	0.00	0.49	0.49
BOND	0	0	0	0	0.00	0.00	0.00
ROAD & BRIDGE	964,760	0	0	964,760	0.00	0.89	0.89
FIRE	0	10,347,640	0	10,347,640	12.23	0.00	12.23
POLICE	0	6,373,680	0	6,373,680	6.60	0.00	6.60
X5	0	0	0	0	0.00	0.00	0.00
X4	0	0	0	0	0.00	0.00	0.00
X3	0	0	0	0	0.00	0.00	0.00
X2	0	0	0	0	0.00	0.00	0.00
X1	0	0	0	0	0.00	0.00	0.00
NEW	0	0	0	0	0.00	0.00	0.00
TOTAL	1,495,920	16,721,321	0	18,217,241	18.83	1.38	20.21

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

CURRENT EXPENSE LEVIES		PERIOD OF TIME	Mills	Fiscal Year
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
TOTAL			0.00	0
ROAD & BRIDGE				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Proposed		0	0.00	0
TOTAL			0.00	0
FIRE				
Authorized on:	November 8, 1998	Continuing	6.96	4,672,528
	November 2, 2010	Continuing	5.27	5,675,112
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
TOTAL	0		12.23	10,347,640
POLICE				
Authorized on:	November 5, 1991	Continuing	2.50	1,972,856
	November 5, 2002	Continuing	1.00	1,062,523
	November 6, 2007	Continuing	1.15	1,238,402
	May 6, 2014	Continuing	1.95	2,099,899
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Election Date		0	0.00	0
TOTAL			6.60	6,373,680
X5				
Authorized on:		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
		0	0.00	0
Enter Date of Election		0	0.00	0
TOTAL			0.00	0

COLERAIN TOWNSHIP

September 12, 2017

-Acceptance of Rates

and be it further

RESOLVED, That the Fiscal Officer of this Board be, and is hereby directed to certify a copy of this Resolution to the County Auditor of Hamilton County.

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

Trustee _____ , _____

Trustee _____ , _____

Trustee _____ , _____

Adopted the _____ day of _____ , 20____

Attest:

Fiscal Officer of the Board of Township Trustees of

_____ Township
Hamilton County, Ohio

-Acceptance of Rates

CERTIFICATE TO COPY

ORIGINAL ON FILE

THE STATE OF OHIO, HAMILTON COUNTY,

I, _____, Fiscal Officer of the Board of Township Trustees
of _____

_____ Township within and for said County, and in whose custody the files and
records of said Board are required by the laws of the State of Ohio to be kept, do hereby certify
that the foregoing is taken and copied from the original _____

_____ now on file, with said Board, that the foregoing has been compared by me with said original
document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20 _____

Fiscal Officer of the Board of Township Trustees of
_____ Township
Hamilton County, Ohio

1. A copy of this resolution must be certified to the County Auditor before the first day of October, or at such later date as may be approved by the Board of Tax Appeals.

Receipt

Adopted _____ 20 _____

Fiscal Officer

Filed _____ 20 _____

Dusty Rhodes, Hamilton County Auditor

By: Deputy