HAMILTON
TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION
Mark Sousa– *Board Chair*
Darryl Cordrey– *Vice Chair*
Joseph Rozzi – *Trustee*
Leah Elliott - *Fiscal Officer*

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-8520

Township Administrator
Jeff Wright
(513) 683-8520

Asst. Administrator
Jennifer Patterson
Phone: (513) 683-8520

Police Department
Quillan Short – Police Chief
Phone: (513) 683-0538

Fire and Emergency Services
Jason Jewett– Fire Chief
7684 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-1622

Public Works
Don Pelfrey– Director
Phone: (513) 683-5320

Assist. Fiscal Officer
Ellen Horman
Phone: (513) 239-2377

Zoning Administrator
Cathy Walton
Phone: (513) 683-8520

Parks and Recreation
Nicole Earley
(513) 683-5360

TRUSTEE MEETING AGENDA 11/4/2026

6:00 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal and Accept the audio/video recording as the Official Minutes of the October 21st Board of Trustees regular meeting.
- Bills before the Board

Public Comments

Public Hearing – Request to Establish a Street Lighting District for the Arbors at Grandin Pond Phase 3

New Business

Resolutions

- Resolution No. 26-1104A- Establishing a Street Lighting District for the Arbors at Grandin Pond Phase 3
- Resolution No. 26-1104B- Authorizing Increase of Appropriations for the 2026 True-up
- Resolution No. 26-1104C- Appointing Grossman & Kelly LLP as Outside Counsel for PFAS Litigation for the Fire Department

Motions

- Motion to approve an Amendment to the Existing Axon Contract for the Police Department
- Motion to approve an Employment Agreement with the Township Administrator

Presentation

Update from Chief Short regarding additional law enforcement of commercial truck operations and safety

Public Comments

Fiscal Officer's Report

Administrator's Report

Trustee Comments

Adjournment

The agenda is to give an idea of the various discussions before the Board. The time and order of Agenda items is subject to change in order to maintain efficiency and timeliness of the meetings. Citizens may address the Board under the Public Comment section of the agenda.

The following guidelines protect your rights as well as those of others:

1. Speakers must state their name and full address for the record.
2. The Board Chair will recognize each speaker, and only one person may speak at a time.
3. Speakers will address any and all comments to the Board of Trustees and Fiscal Officer. The Board may request further information from staff at their discretion.
4. Anyone who willfully disrupts a Board meeting may be barred from speaking further or may be removed from the meeting and detained by officers of the Hamilton Township Police Department. (ORC 505.09; ORC 2917.12)

Hamilton Township Trustee Meeting

October 21, 2026

Trustee Board Chairman, Mark Sousa, called the meeting to order at 6:00 PM., Mr. Cordrey, Mr. Rozzi and Mr. Sousa were present.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

The Pledge of Allegiance was recited by all.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the Clerk's Journal as the Official Meeting Minutes of the October 7th Board of Trustees regular meeting.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the bills as presented before the Board.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Guest Speaker

Council on Aging of Southwestern Ohio – Paula Smith

Paula Smith provided an overview of the Elderly Services Program (ESP) and the services it provides to older adults and caregivers in Warren County. The program helps older adults remain in their homes by assisting with a variety of daily needs, including transportation, meals, and housekeeping.

In 2025, the program served 2,777 clients. Of those served, 50% lived alone, and 87% were aged 70 or older. Clients reported average monthly out-of-pocket medical expenses of $426.

Smith noted that the ESP levy will be on the November ballot for renewal. The renewal will not increase property taxes, with an estimated cost of $22 per $100,000 of property value.

Approximately 400–450 individuals in Hamilton Township receive services through the Elderly Services Program.

Warren & Clinton Counties Mental Health Recovery Board- Amy Fornshell

Amy Fornshell presented information on the Mental Health Recovery Board's five-year levy renewal, which will not increase property taxes. Levy funding accounts for nearly 60% of projected revenue and supports local mental health and addiction recovery services, including crisis response, school-based programs, suicide prevention, treatment, and recovery housing.

Fornshell encouraged community support through voter education, yard signs, social media, and volunteer opportunities.

Public Comments

Mr. Sousa opened the floor for public comments at 6:23 PM.

Brad Turner, representing the Providence Subdivision HOA, requested guidance regarding a vacant parcel within the subdivision that does not have a sidewalk. Legal Director, Mr. Yoder advised that Cathy Walton, Zoning Director, would be the appropriate point of contact and recommended that Mr. Turner reach out to her for further guidance.

Mr. Turner also expressed concerns about the increasing number of e-bikes being used by children throughout the subdivision, citing potential property damage and safety risks to both riders and others. Police Chief Short explained that state laws and regulations regarding e-bikes and electric scooters have not kept pace with their growing use. He is awaiting further legislation and guidance, noting that enforcement will likely depend on the classification of the bikes.

Chief Short also discussed ongoing challenges with enforcement. Although officers respond to complaints, the individuals riding the bikes are often gone by the time police arrive, and witnesses are frequently unable to identify them, making enforcement difficult.

With no further comments, Mr. Sousa closed the floor for public comments at 6:33 PM.

New Business

Resolution No. 26-1021A- Approve Zoning Text Amendments

Mr. Wright explained that the proposed text amendments included in the resolution were discussed at the September 16th Trustee Meeting. At that time, the Trustees agreed to amend the Zoning Resolution to remove references to the Warren County Regional Planning Commission and revise the pool setback requirements from 20 feet from the water's edge to 10 feet from the property line. This resolution formalizes the decision made at the previous meeting.

Mr. Sousa made a motion with a second from Mr. Cordrey to approve Resolution 26-1021A, a resolution adopting text amendments to Chapters 2, 3, 4, and 5 of the Hamilton Township Zoning Resolution.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes

Resolution No. 26-1021B- Authorize Increase Appropriation for 2026 True-Up

Mr. Sousa made a motion with a second from Mr. Cordrey to approve Resolution 26-1021B, a resolution authorizing an increase in Township appropriations for the 2026 calendar year true-up and declaring an emergency.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Resolution No. 26-1021C- Authorize Interfund Advancement from General Fund to EMS Fund

Chief Jewett requested approval to transfer $132,000 from the General Fund to the EMS Billing Fund to purchase replacement SCBA equipment. The current packs are 12 years old, with a 15-year life expectancy, and their warranties have expired. By taking advantage of a buy-one-get-one-free offer for 32 bottles, the Township will save approximately $63,000. The new, lighter tanks will reduce strain on firefighters. Payment will be deferred until 2027, with repayment to the General Fund due by July 1, 2028.

Mr. Sousa made a motion with a second from Mr. Cordrey to approve Resolution 26-1021C, a resolution authorizing the purchase of replacement self-contained breathing apparatus tans and associated equipment from Vogelpohl Fire Equipment in the amount of $265,568.78 and an interfund advancement from the General Fund (1000) to the EMS Billing Fund (2284) in 2026 and declaring an emergency.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Motion- Approve the Sale of Cemetery Deeds as presented.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the sale of a cemetery deed as presented to the board.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes

Motion- Authorize Administrator to Approve Order Change with Stantec

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to authorize the Township Administrator to approve a change order from Stantec Consulting Services in the amount of $47,075 for additional design services and construction observation for the Floodplain Swale Phase II Design at Mounts Park.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Motion - Authorize Administrator to Approve Change Order with Evans Landscaping

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to authorize the Township Administrator to approve a change order from Evans Landscaping in an amount not to exceed $298,500 to complete the construction of Phase II at Mounts Park.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Resolution No. 26-1021D- Appointing Best Best & Krieger LLP as Special Outside Council for Telecommunications and Cell-Tower Lease Matters

Mr. Sousa made a motion with a second from Mr. Cordrey to approve Resolution 26-1021D, a resolution Appointing Best Best & Krieger LLP as Special Outside Counsel for Telecommunications and Cell-Tower Lease matters and declaring an emergency

Roll call as follows:	Joe Rozzi
	Mark Sousa
	Darryl Cordrey

Motion- Renew Annual Policy with Ohio Plan Risk Management, Inc.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to renew our annual policy with Ohio Plan Risk Management, Inc. for the purpose of property and casualty and cyber insurance coverage.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes

Public Comments

Mr. Sousa opened the floor to public comments at 6:58 PM, with nobody coming forward public comments was closed.

Fiscal Officer's Report

Fiscal Officer Leah Elliott presented the September financial report. She noted that the primary difference in revenue compared to this time last year is due to the County's delay in distributing the second property tax settlement, which the Township has not yet received. Regarding expenditures, she explained that once the Public Works building expense is removed, expenditures are in line with the expected 75% budget mark and are more consistent with last year's figures.

Leah also provided an update on the financial software selection process. She and staff have met with two vendors, with demonstrations scheduled for next month.

Administrator's Report

Administrator Wright reported that the new Hamilton Township website launched last week. The website brings the Township into compliance with new federal ADA requirements that jurisdictions must meet by 2028, putting the Township ahead of the deadline.

He announced that Officer Kyle Conner and Officer Hunter Bare have successfully completed their probationary periods. He also shared that the ribbon-cutting ceremony and grand opening for Tropical Smoothie Cafe will take place on October 23 at 10:30 a.m.

Additionally, Sgt. Elzey, Sgt. Huelsman, and Sgt. Kibbee completed the FBI-LEEDA Trilogy leadership training program. Administrator Wright also reminded everyone that National Prescription Drug Take Back Day is this Saturday.

Trustee Comments

Mr. Cordrey reported that he attended the Trunk or Treat event at Testerman last Saturday, noting that it was a success with a great turnout. He thanked staff for their hard work organizing the event. He also shared that he received a compliment about the Public Works Department and expressed his appreciation for the special relationship the department has built with residents.

Mr. Cordrey thanked the Hamilton Township Police Department, Warren County Sheriff's Office, Lebanon Police Department, and Ohio State Highway Patrol for their efforts in enforcing commercial vehicle regulations. He also reminded residents that Halloween trick-or-treating will take place on October 31 from 6:00 to 8:00 p.m., rain or shine.

Mr. Sousa thanked Police Chief Short for ensuring that the department consistently exceeds training standards. He also addressed the recent drowning of a child with a disability in a nearby retention pond. He extended his condolences to the child's family and expressed his gratitude to the first responders who arrived at the scene and acted swiftly.

Executive Session

Mr. Sousa made a motion with a second from Mr. Cordrey to adjourn into executive session at 7:07 PM in accordance with ORC 121.22(G)(1) to discuss the employment and compensation of a public employee.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Mr. Sousa made a motion with a second from Mr. Cordrey to come out of the executive session at 7:32 PM.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Adjournment

Mr. Sousa made a motion with a second from Mr. Cordrey to adjourn at 7:32 PM.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

HAMILTON
TOWNSHIP

Office of Township Administrator
11/4/26 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Administrator.

Motion to approve Resolution 26-1104A, a resolution establishing the Arbors at Grandin Pond Phase 3 (East) Lighting District pursuant to Ohio Revised Code Chapter 515.

The developer of the Grandin Pond Phase 3 residential subdivision is requesting that the Board establish a street lighting district for that neighborhood. The County RPC will not approve the subdivision plat until a lighting district is established.

A petition requesting the district has been submitted by the developer, Ed Farruggia. Mr. Farruggia is the sole owner of the entire property. He has also submitted evidence that he has already paid Duke Energy for the upfront capital costs for Duke to install the six streetlights. The monthly electric bills for the lights will be paid for by the Township from our Street Lighting District Fund. The estimated annual expenses for electricity and maintenance will be placed on the future lots property tax bills and will be paid for equally by the future owners of the 55 lots.

The Township of Hamilton, Warren County, Ohio Board of Trustees met in regular session on November 4, 2026, at 6:00 p.m. at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa - Trustee, *Board Chairman*
Darryl Cordrey – Trustee, *Vice Chairman*
Joe Rozzi – Trustee

Mr. _____ presented the following Resolution and moved its adoption:

HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
RESOLUTION NUMBER 26-1104A

A RESOLUTION ESTABLISHING THE ARBORS AT GRANDIN POND PHASE 3 (EAST) LIGHTING DISTRICT PURSUANT TO OHIO REVISED CODE CHAPTER 515

WHEREAS, pursuant to R.C. 515.02 and 515.03, Grandin Road Development, LLC ("Petitioner") filed a petition (the "Petition") with the Hamilton Township Board of Trustees to establish a lighting district in the Phase 3 development in The Arbors of Grandin Pond subdivision within the unincorporated territory of Hamilton Township;

WHEREAS, the proposed lighting district spans approximately twenty (20) acres of real property owned by Petitioner (designated Warren County Auditor's Parcel ID 1605100020) (the "Property"), as more particularly described and depicted in Exhibit A to this Resolution;

WHEREAS, specifications for the locations, number and type of lights in the proposed lighting district are described and depicted in Exhibit A to this Resolution;

WHEREAS, Duke Energy Corporation has provided the Township with a Lighting Service Agreement for the provision of necessary lighting equipment and electric utility services in the proposed lighting district, which Agreement is attached as Exhibit A to this Resolution; and

WHEREAS, the Board of Trustees held a public hearing on the Petition during the Board's regular public meeting on November 4, 2026 and determined the necessity of the proposed lighting improvements set forth in the Petition.

NOW THEREFORE, be it resolved by the Hamilton Township Board Township Trustees, Warren County, Ohio:

SECTION 1. The Board finds the lighting improvements proposed in the Petition are necessary for the use and enjoyment of the Property and will result in both general and special

benefits to the Property so lighted. As such, the Board hereby establishes the "The Arbors at Grandin Pond East District" in accordance with the Petition, and as more particularly described and depicted in Exhibit A to this Resolution.

SECTION 2. The Board authorizes the Township's entrance into the Lighting Service Agreement with Duke Energy Corporation, in substantially the same form as the attached Exhibit A, for the implementation of the Arbors at Grandin Pond East Lighting District. The Township Administrator is hereby authorized to execute the Lighting Service Agreement and any other necessary documentation on the Township's behalf.

SECTION 3. One hundred percent (100%) of the costs incurred by the Township to furnish and maintain the lights in the Arbors at Grandin Pond East District shall be assessed to the owner(s) of the real property benefitted by said lighting district, in accordance with R.C. 515.08.

SECTION 4. The Board shall cause to be certified to the Warren County Auditor the boundaries of the Arbors at Grandin Pond East District, along with assessments for lighting therein as set forth in Section 3 above. The Auditor shall thereafter annually place such lighting assessments upon the tax duplicate, to be collected from the owner(s) of the real property benefitted from said fighting district in equal annual installments for such year, in accordance with R.C. 515.08 and 515.11.

WARREN COUNTY, OHIO 5. The Arbors at Grandin Pond East District assessments hereafter collected pursuant to this Resolution shall go into the Township Lighting District Fund and shall be used by the Board only for the purposes for which they were levied and collected.

SECTION 6. This Resolution shall take effect on the earliest date allowed by law.

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

Joseph P. Rozzi –	Aye _____	Nay _____
Mark Sousa	Aye _____	Nay _____
Darryl Cordrey	Aye _____	Nay _____

Resolution adopted this 4th day of November, 2026.

Attest:

_____

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

_____

Benjamin J. Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of November 4, 2026.

Date: _____

_____

Leah M. Elliott, *Fiscal Officer*

PETITON FOR STREET LIGHTING DISTRICT IN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
(Ohio Revised Code Section 515.02, 515.03)

By my signature below, I represent to the Hamilton Township Board of Trustees that: 1) I have seen a plat showing the proposed lighting district metes and bounds, a copy of which is attached, and a tentative placement of street lights; 2) I am an owner of real estate included in the proposed lighting district; 3) I have seen a picture of the type of light fixture and pole being requested 4) I have seen an itemization of total costs estimated by Duke Energy and understand that the total costs of maintaining the proposed lights and lighting are divided among all property owners and assessed in semi-annual installments on my property tax bill, and as a developer, I agree to pay for the cost of street lighting until such time as lots are subdivided and placed on the tax duplicate; 5) I waive all claims for compensation and damages for lands necessarily appropriated for the purpose of supporting and maintaining such lights; 6) I understand that my signature is legally binding for purposes of scheduling a public hearing on this lighting district; and 7) I am in favor of this lighting district and request that the Hamilton Township Board of Trustees establish said lighting district.

SUBDIVISON NAME: The Arbors at Grandin Pond Phase 3

Submitted By: Ed Fey

NAME – *(JOINT OWNERS IF APPLICABLE)*	LOT NUMBER	PARCEL ID# (Tax ID#)	MAILING ADDRESS
Arbors East Development, LLC	119	1605100020	7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	120		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	121		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	122		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	123		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	124		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	125		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	126		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	127		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	128		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	129		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	130		7861 E. Kemper Road Cincinnati, OH 45249

NAME – *(JOINT OWNERS IF APPLICABLE)*	LOT NUMBER	PARCEL ID# (Tax ID#)	MAILING ADDRESS
Arbors East Development, LLC	131		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	132		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	133		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	134		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	135		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	136		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	137		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	138		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	139		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	140		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	141		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	142		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	143		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	144		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	145		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	146		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	147		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	148		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	149		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	150		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	151		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	152		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	153		7861 E. Kemper Road Cincinnati, OH 45249

NAME – *(JOINT OWNERS IF APPLICABLE)*	LOT NUMBER	PARCEL ID# (Tax ID#)	MAILING ADDRESS
Arbors East Development, LLC	154		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	155		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	156		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	157		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	158		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	159		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	160		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	161		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	162		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	163		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	164		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	165		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	166		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	167		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	168		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	169		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	170		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	171		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	172		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	173		7861 E. Kemper Road Cincinnati, OH 45249
Arbors East Development, LLC	174		7861 E. Kemper Road Cincinnati, OH 45249

Subdivision | Parking Lot

Here's what you chose:



Traditional Edit

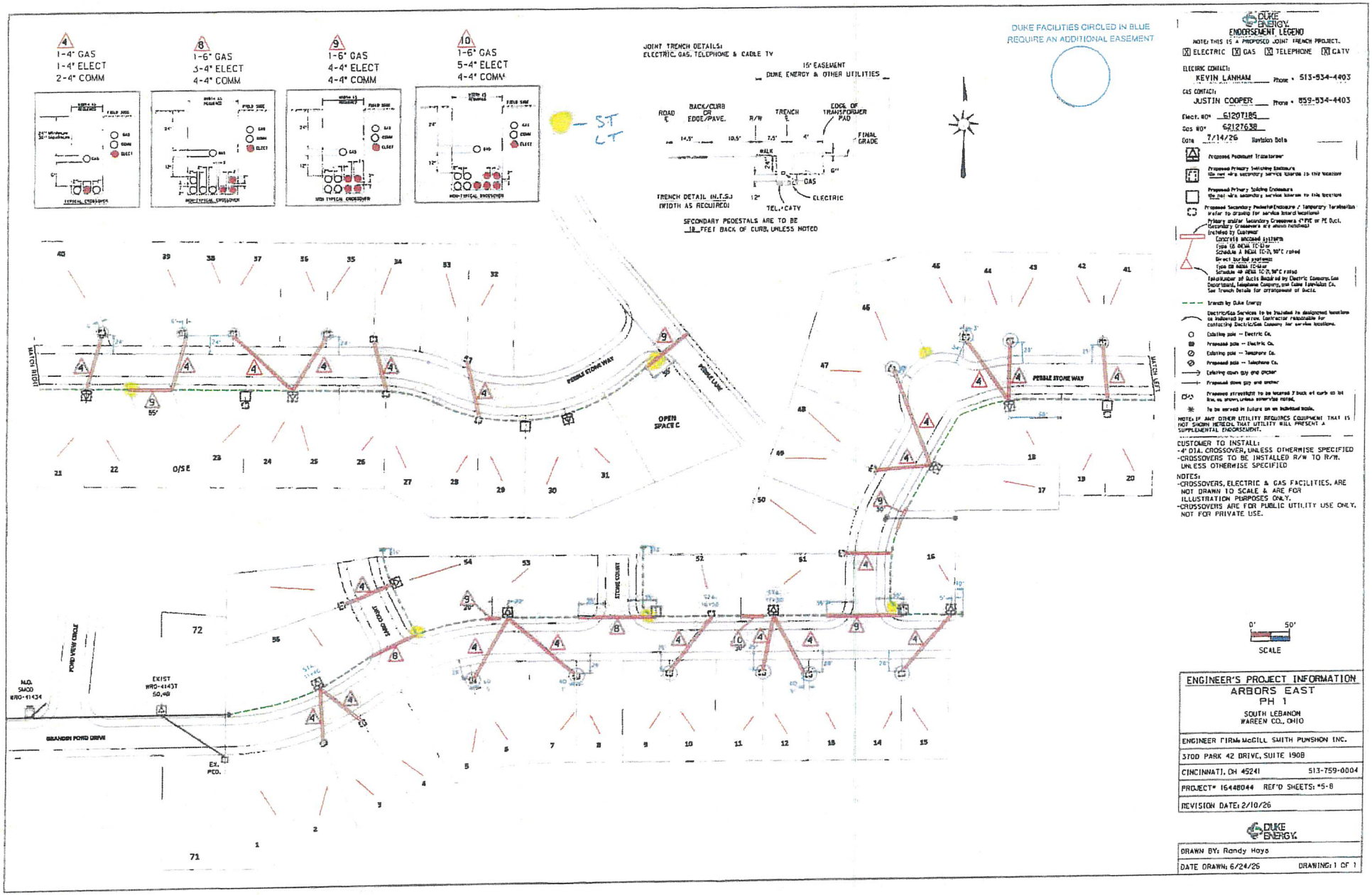


Pole Style A Edit

Previous | Take Next Step

Cancel

Skip to Content



DUKE ENERGY.

ENDORSEMENT LEGEND

NOTE: THIS IS A PROPOSED JOINT TRENCH PROJECT.

[X] ELECTRIC [X] GAS [X] TELEPHONE [X] CATV

ELECTRIC CONTACT:
KEVIN LANHAM Phone # 513-534-4403

GAS CONTACT:
JUSTIN COOPER Phone # 859-534-4403

Elect. #0# 61207185

Gas #0# 62127638

Date 7/14/26 Revision Date

Proposed Pedestal Transformer

Proposed Primary Switching Enclosure
(do not wire secondary service leaves to this location)

Proposed Primary Splicing Enclosure
(do not wire secondary service leaves to this location)

Proposed Secondary Pedestal Enclosure / Temporary Termination
(refer to drawing for service board locations)

Primary and/or Secondary Crossovers 4" PVC or PE Duct.
Secondary Crossovers are shown horizontal)
Installed by Customer
Concrete encased systems
Type EB DB36A TC-9 or
Schedule 4 DB36A TC-9, 90°C rated
Direct buried systems
Type EB DB36A TC-9 or
Schedule 40 DB36A TC-9, 90°C rated
Installation of Ducts Required by Electric Company, Gas Department, Telephone Company, and Cable Television Co.
See Trench Details for arrangement of Ducts

Trench by Duke Energy

Electric/Gas Services to be installed to designated locations as indicated by arrow. Contractor responsible for contacting Electric/Gas Company for service locations.

Existing pole -- Electric Co.

Proposed pole -- Electric Co.

Existing pole -- Telephone Co.

Proposed pole -- Telephone Co.

Existing down guy and anchor

Proposed down guy and anchor

Proposed streetlight to be located 2 back of curb as lot line, as shown, unless otherwise noted.

To be served in future on an individual basis.

NOTE: IF ANY OTHER UTILITY REQUIRES EQUIPMENT THAT IS NOT SHOWN HEREON, THAT UTILITY WILL PRESENT A SUPPLEMENTAL ENDORSEMENT.

CUSTOMER TO INSTALL:
-4" DIA. CROSSOVER, UNLESS OTHERWISE SPECIFIED
-CROSSOVERS TO BE INSTALLED R/W TO R/W, UNLESS OTHERWISE SPECIFIED

NOTES:
-CROSSOVERS, ELECTRIC & GAS FACILITIES, ARE NOT DRAWN TO SCALE & ARE FOR ILLUSTRATION PURPOSES ONLY.
-CROSSOVERS ARE FOR PUBLIC UTILITY USE ONLY, NOT FOR PRIVATE USE.

0' 50'
SCALE

ENGINEER'S PROJECT INFORMATION

ARBORS EAST
PH 1
SOUTH LEBANON
WARREN CO., OHIO

ENGINEER FIRM: McGILL SMITH PUNSHON INC.	
3700 PARK 42 DRIVE, SUITE 190B	
CINCINNATI, OH 45241	513-759-0004
PROJECT# 16448044	REF'D SHEETS: #5-8
REVISION DATE: 2/10/26	

DUKE ENERGY.

DRAWN BY: Randy Hays	
DATE DRAWN: 6/24/26	DRAWING: 1 OF 1

DEED REFERENCE:

SITUATED IN MILITARY SURVEY No. 1548, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, AND BEING A SUBDIVISION CONTAINING 20.2605 ACRES BEING PART OF A 44.3499 ACRE TRACT IN THE NAME OF ARBORS EAST DEVELOPMENT, LLC AS DESCRIBED IN DEED DOCUMENT NO. 2025-021458 OF WARREN COUNTY, OHIO RECORDERS OFFICE.

DEDICATION:

WE, THE UNDERSIGNED, BEING ALL THE OWNERS AND LIEN HOLDERS OF THE LANDS HEREIN PLATTED, DO HEREBY VOLUNTARILY CONSENT TO THE EXECUTION OF THE SAID PLAT AND DO DEDICATE THE STREETS, PARKS, OR PUBLIC GROUNDS AS SHOWN HEREON TO THE PUBLIC USE FOREVER.

ANY "PUBLIC SANITARY SEWERY EASEMENT" AS SHOWN ON THIS PLAT IS GRANTED IN FAVOR OF THE WARREN COUNTY BOARD OF COUNTY COMMISSIONERS. THE EASEMENT GRANTS WARREN COUNTY, ITS EMPLOYEES OR AGENTS, THE RIGHT TO ACCESS, SURVEY, CONSTRUCT, USE, OPERATE, INSPECT, MAINTAIN, REPAIR, REPLACE, AND REMOVE SANITARY SEWERS, FORCE MAINS, PUMP STATIONS, AND ALL NECESSARY RELATED ABOVE AND BELOW GROUND APPURTENANCES AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED FOR PUBLIC USE FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) MODIFY THE AMOUNT OF COVER OVER THE UTILITY LINES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

ANY "PUBLIC UTILITY EASEMENTS" AS SHOWN ON THIS PLAT ARE FOR THE PLACEMENT OF PUBLIC UTILITIES, SIDEWALKS, AND TRAILS, AND FOR THE MAINTENANCE AND REPAIR OF SAID UTILITIES, SIDEWALKS, AND TRAILS. THIS EASEMENT AND ALL OTHER EASEMENTS SHOWN ON THIS PLAT, UNLESS DESIGNATED FOR A SPECIFIC PURPOSE, ARE FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT OR REMOVAL OF WATER, SEWER, GAS, ELECTRIC, TELEPHONE, CABLE TELEVISION, OR OTHER UTILITY LINES OR SERVICES, SIDEWALKS, TRAILS, STORMWATER DISPOSAL AND FOR THE EXPRESS PRIVILEGE OF CUTTING, TRIMMING OR REMOVING ANY AND ALL TREES OR OTHER OBSTRUCTIONS WITHIN SAID EASEMENT, OR IMMEDIATELY ADJACENT THERETO, TO THE FREE USE OF SAID EASEMENTS OR ADJACENT STREETS AND FOR PROVIDING INGRESS AND EGRESS TO THE PROPERTY FOR SAID PURPOSES AND ARE TO BE MAINTAINED AS SUCH FOREVER. NO BUILDING OR OTHER STRUCTURES MAY BE BUILT WITHIN SAID EASEMENTS, NOR MAY THE EASEMENT AREA BE PHYSICALLY ALTERED SO AS TO (1) REDUCE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF SAID FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD.

THE ABOVE PUBLIC UTILITY EASEMENTS ARE FOR THE BENEFIT OF ALL PUBLIC UTILITY SERVICE PROVIDERS, INCLUDING, BUT NOT LIMITED TO DUKE ENERGY OHIO/KENTUCKY, INC.

GRANT OF EASEMENT:

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES"). THE GRANTEE SHALL HAVE THE RIGHT OF INGRESS AND EGRESS AND ALSO THE RIGHT TO CUT, TRIM OR REMOVE ANY TREES, UNDERGROWTH OR OVERHANGING BRANCHES WITHIN THE UTILITY EASEMENTS OR IMMEDIATELY ADJACENT THERETO, NO BUILDINGS OR OTHER STRUCTURES MAY BE BUILT WITHIN THE UTILITY EASEMENTS AREA, NOR MAY THE UTILITY EASEMENTS AREA BE PHYSICALLY ALTERED TO (1) REDUCE THE CLEARANCES OF EITHER OVERHEAD OR UNDERGROUND FACILITIES; (2) IMPAIR THE LAND SUPPORT OF GRANTEE FACILITIES; (3) IMPAIR THE ABILITY TO MAINTAIN THE FACILITIES OR (4) CREATE A HAZARD. TO HAVE AND TO HOLD THE EASEMENT FOREVER. WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATERALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER INCLUDING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH THE WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

OWNER: ARBORS EAST DEVELOPMENT, LLC

PRINTED NAME TITLE

STATE OF OHIO
COUNTY OF _____

BE IT REMEMBERED THAT ON THIS ____ DAY OF _____, 20__ BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED _____ WHO IS THE _____ OF THE ARBORS EAST DEVELOPMENT, LLC WHO, ON BEHALF OF SAID COMPANY, ACKNOWLEDGED THE SIGNING AND EXECUTION OF THIS PLAT TO BE HIS VOLUNTARY ACT AND DEED.

(NAME) (TITLES)

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARY SEAL ON THE DAY AND DATE WRITTEN ABOVE.

NOTARY PUBLIC MY COMMISSION EXPIRES

LIEN HOLDER

BY: CLAYTON PROPERTIES GROUP, INC. dba ARBOR HOMES

PRINTED: _____

TITLE: _____

COUNTY OF _____ }
STATE OF _____ } SS:

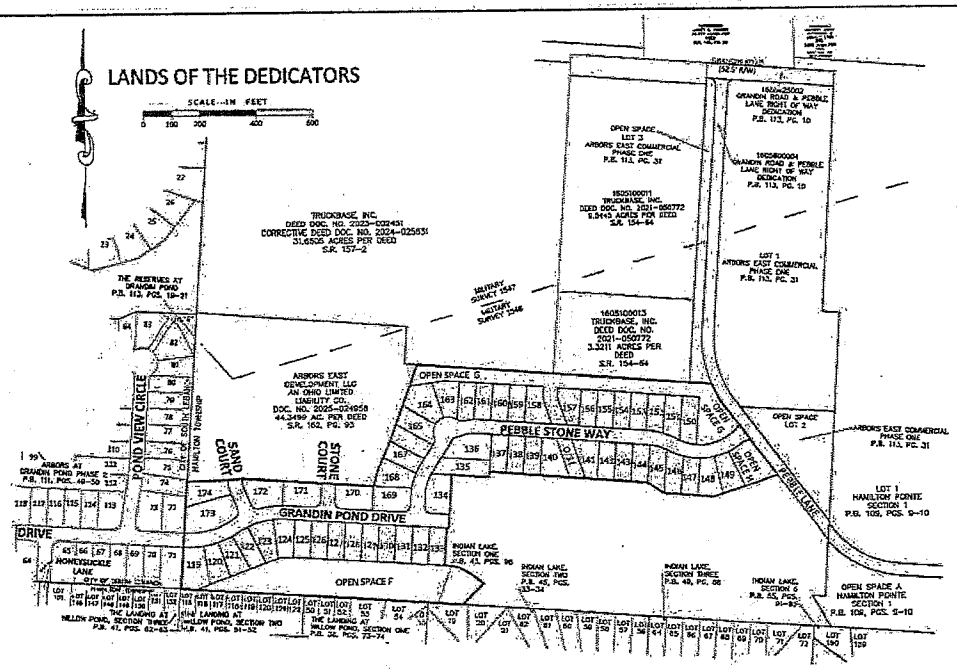
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 20__ BY CRAIG BROCKMAN THE PRESIDENT CINCINNATI AND DAYTON DIVISIONS, OF CLAYTON PROPERTIES GROUP, INC., dba ARBOR HOMES, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT TO BE HIS VOLUNTARY ACT AND DEED ON BEHALF OF SAID COMPANY OR CORPORATION.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARIAL SEAL ON THE DAY AND DATE ABOVE.

NOTARY PUBLIC MY COMMISSION EXPIRES

RESTRICTIONS ON HOMEOWNERS ASSOCIATION (H.O.A.) DRAINAGE EASEMENTS

THE HAMILTON TOWNSHIP OF OHIO DOES NOT ACCEPT ANY HOME OWNERS ASSOCIATION DRAINAGE EASEMENTS SHOWN ON THE ACCOMPANYING PLAT, AND HAMILTON, OHIO IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREAS ON THE ACCOMPANYING PLAT SHALL BE MAINTAINED CONTINUOUSLY BY THE ARBORS AT GRANDIN POND HOMEOWNERS ASSOCIATION, WITHIN THE EASEMENT AREA, NO STRUCTURE, PLANTING, OR OTHER MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR CHANGE THE FLOW THROUGH THE WATER COURSE. EASEMENTS ARE, AND TO BE MAINTAINED AS SUCH FOREVER.



CONSERVATION EASEMENT:

EACH LOT (LOT 1130 ON WHICH IS PLACED BY THIS SUBDIVISION SHALL BE SUBJECT TO THE BELOW LISTED CONSERVATION EASEMENT PROVISIONS AND RESTRICTIONS, WHICH SHALL BE MAINTAINED AS PERPETUAL OPEN SPACE, AS A NATURAL RESOURCE PROTECTION AREA INTENDED SOLELY TO SERVE FOR MULTIPLE HABITAT PRESERVATION AND WILDLIFE PROTECTION PURPOSES. ENFORCEMENT OF THIS CONSERVATION EASEMENT SHALL BE BY THE HOME OWNERS ASSOCIATION. REQUIRED MAINTENANCE BY THE LOT OWNER WITHIN THIS AREA SO DESIGNATED ON THEIR LOT IS AS FOLLOWS:

1. THE ABANDONMENT OF DENSE INVASIVE GROUND VEGETATION, INCLUSIVE OF NOXIOUS WEEDS (FOR PURPOSES HEREIN, THE DEFINITION OF NOXIOUS WEEDS SHALL BE THE SAME AS THAT IN OHIO REVISED CODE SECTION 5139.04). WHICH DOES NOT PROMOTE DESIRABLE RESIDENTIAL BUFFER SCREENING FROM ADJACENT FARMLAND OR OTHER RESIDENTIAL USES;
2. THE REPLACEMENT OF GROUND VEGETATION WITH WILD FLOWERS, PERENNIAL SEED MIXES, AS SET FORTH IN DOCUMENT NO. 2024-007870, OF THE RECORDS OF THE RECORDER OF WARREN COUNTY, OHIO, (INCLUDING ANY AMENDMENTS THERETO)
3. THE REMOVAL OF DEAD, FALLEN, OR DISEASED TREES OR ANY FOUND INFESTED WITH INSECTS DETERMINED BY APPLICABLE STATE OR FEDERAL AUTHORITY TO BE TOO THREATENING AND DETRIMENTAL TO REMAIN; AND,
4. THE THINNING OF TREES AND SHRUBS TO PREVENT OVERGROWTH, BUT THE TOTAL CLEARING OF TREES AND SHRUBS IS PROHIBITED UNLESS THAT WHICH IS REMOVED IS OTHERWISE REPLACED OR SUPPLEMENTED SO AS TO BE RESTORED TO THE SAME OR GREATER DEGREE OF VEGETATIVE GROWTH SUITABLE FOR BUFFERING AND WILDLIFE PURPOSES.

NO STRUCTURE OF ANY KIND MAY BE LOCATED, PLACED, OR PERMITTED TO REMAIN WITHIN THE CONSERVATION EASEMENT.

THE CONSERVATION EASEMENT SHALL REMAIN IN PLACE AND RUN WITH THE LAND AND SHALL NOT BE TERMINATED VOLUNTARILY OR BY OPERATION OF LAW, REGARDLESS OF FUTURE LOT OWNERSHIP, AND MAY ONLY BE MODIFIED UPON APPLICATION AND APPROVAL BY THE PLANNING AUTHORITY HAVING JURISDICTION.

DRAINAGE STATEMENT:

UNLESS OTHERWISE DESIGNATED ON THIS PLAT, A FIFTEEN (15) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON REAR LOT LINES, AND A TEN (10) FOOT WIDE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON SIDE LOT LINES, WITH THE COMMON LINE BEING THE CENTERLINE OF SAID EASEMENT.

THE EASEMENT AREAS SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNERS. WITHIN THE EASEMENTS, NO STRUCTURE, PLANTING, FENCING, EMBANKMENT OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE. EASEMENTS SHOWN ON THIS PLAT AND DESIGNATED AS DRAINAGE EASEMENTS ARE DEDICATED TO THE HOMEOWNERS ASSOCIATION OF ARBORS AT GRANDIN POND, OR ALL LOT OWNERS.

THE WARREN COUNTY COMMISSIONERS AND THE BOARD OF TOWNSHIP TRUSTEES ASSUME NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY OPEN DRAIN DITCHES, OR WATERCOURSE WITHIN THE EASEMENT AREA UNLESS NOTED OTHERWISE ON THIS PLAT. HOWEVER, WHEN THE PLATTED STREET—OR AREA HAS BEEN PREVIOUSLY ACCEPTED FOR PUBLIC MAINTENANCE BY RESOLUTION OF THE BOARD OF TRUSTEES, THE BOARD OF TRUSTEES OR THEIR REPRESENTATIVES MAY ENTER UPON AND INSPECT THE EASEMENT AREAS AND, IN ACCORDANCE WITH SECTION 5089.06 OF THE OHIO REVISED CODE, MAY REMOVE OR CAUSE THE REMOVAL OF AN OBSTRUCTION ADVERSELY IMPACTING AN AREA WITHIN THE PUBLIC RIGHT-OF-WAY.

UNTIL THE EXPIRATION OF THE DEVELOPERS PUBLIC IMPROVEMENT MAINTENANCE BONDING PERIOD, THE DEVELOPER (OR THEIR AGENTS) RESERVES THE RIGHT TO ENTER UPON ALL LOTS TO ESTABLISH OR RE-ESTABLISH DRAINAGE SWALES WITHIN ALL DRAINAGE EASEMENTS FOR THE PURPOSE OF CONTROLLING AND DIRECTING STORMWATER TO COLLECTION FACILITIES OR DRAINAGE CHANNELS.

THE PUBLIC-MAINTAINED PORTION OF THE STORM SEWER SYSTEM WILL INCLUDE STORM DRAINS, CULVERTS, AND/OR DITCHES LOCATED WITHIN EITHER THE PUBLIC RIGHT-OF-WAY OR WITHIN PUBLIC UTILITY EASEMENT CONVEYING FLOWS TO THE ROAD RIGHT-OF-WAY WITH THE EXCEPTION OF SUMP MAINS AND GRAVETS FOR PRIVATE DRIVEWAYS. WHERE, IN LIEU OF AN OPEN DITCH, A DEVELOPER OR LOT OWNER INSTALLS A STORM DRAIN ON PRIVATE PROPERTY, THE STORM DRAIN SHALL BE DESIGNATED BY A PROFESSIONAL ENGINEER TO ENSURE THAT NEITHER THE PROPERTY OR ADJACENT PROPERTIES ARE ADVERSELY IMPACTED, AND THE LOT OWNER(S) MUST NOTE THAT THEY ARE RESPONSIBLE FOR MAINTAINING THE STORM DRAIN UNLESS NOTED OTHERWISE ON THE PLAT.

STORMWATER MANAGEMENT

STORMWATER MANAGEMENT AND BMP FACILITIES CONSTRUCTED TO SERVE THIS SUBDIVISION ARE SUBJECT TO THE TERMS AND CONDITIONS OF A STORMWATER MANAGEMENT/BMP MAINTENANCE COVENANT AS SET FORTH IN DOCUMENT NO. 2024-027875 OF THE RECORDS OF THE RECORDER OF WARREN COUNTY, OHIO.

RESTRICTIONS ON PRIVATE DRAINAGE EASEMENT:

HAMILTON TOWNSHIP ASSUMES NO LEGAL OBLIGATION TO MAINTAIN OR REPAIR ANY "PRIVATE DRAINAGE EASEMENT" OR "100 YEAR PERMANENT DRAINAGE EASEMENT" ON THIS PLAT. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED CONTINUOUSLY BY THE LOT OWNER, WITHIN THE EASEMENT, NO STRUCTURE, PLANTING, FENCING, CULVERT, GRADING, BERM, OR OTHER MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATER COURSE.

SUBJECT TO HOME OWNERS ASSOCIATION RESTRICTIONS:

THE ENTIRE PROPERTY SHOWN HEREON AND ALL IMPROVEMENTS THEREON ARE SUBJECT TO THE ARBORS AT GRANDIN POND HOME OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND LIENS, AS SET FORTH IN DOCUMENT NO. 2024-007870, OF THE RECORDS OF THE RECORDER OF WARREN COUNTY, OHIO, (INCLUDING ANY AMENDMENTS THERETO)

RESTRICTIONS ON SEWER EASEMENTS:

NO IMPROVEMENTS OF ANY KIND, EXCEPT STREET TREES, SHALL BE MADE ON SAID RIGHT-OF-WAY OR EASEMENT WHICH WOULD INTERFERE WITH ACCESS TO ANY PROPOSED STREET, UTILITY, OR DRAINAGE IMPROVEMENT, PRESENT OR FUTURE, AND WARREN COUNTY SANITARY SHALL NOT BE RESPONSIBLE TO ANY PRESENT OR FUTURE OWNERS OF THE PROPERTY INDICATED ON THIS PLAT FOR ANY DAMAGE DONE ON SAID RIGHT-OF-WAY OR EASEMENTS TO ROAD, SHRUBBERY, TREES, UNDERGROUND PIPES, WIRING OR SPRINKLERS, DRIVEWAYS, OR OTHER IMPROVEMENTS EITHER NATURAL OR ARTIFICIAL BY REASON OF ENTERING FOR THE PURPOSE OF CONSTRUCTION, MAINTAINING, OR REPLACING SAID IMPROVEMENTS.

THE ARBORS AT GRANDIN POND PHASE 3:

AREA IN LOTS	12.2316 ACRES
AREA IN OPEN SPACE	4.9688 ACRES
AREA IN R/W	3.0601 ACRES
TOTAL AREA	20.2605 ACRES

NOTES:

BEARINGS BASED ON U.S. STATE PLANE COORDINATES, OHIO SOUTH ZONE 3402.

OCCUPATION IN GENERAL FITS SURVEY EXCEPT AS SHOWN.

MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE.

MONUMENTATION WILL BE SET AFTER CONSTRUCTION IS COMPLETE IN ACCORDANCE WITH SECTION 711.03 OF THE OHIO SURVEYING LAWS.

ROADWAY	LENGTH
SAND COURT	1152.71 L.F.
STONE COURT	914.00 L.F.
GRANDIN POND DRIVE	964.10 L.F.
PEBBLE STONE WAY	1428.22 L.F.

SETBACK REQUIREMENTS

FRONT YARD SETBACK:	30 FEET
SIDE YARD SETBACK:	6 FEET
SIDE YARDS BOTH:	12 FEET
REAR YARD SETBACK:	30 FEET

CERTIFICATE OF SURVEYOR:

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND COMPLETE SURVEY MADE UNDER MY SUPERVISION ON APRIL 4, 2026 AND THAT ALL MONUMENTS AND LOT CORNER PINS WILL BE SET AFTER CONSTRUCTION IS COMPLETE AS SHOWN.

LOUIS J. HANSEN, P.S. DATE
OHIO REGISTRATION NO. 7545

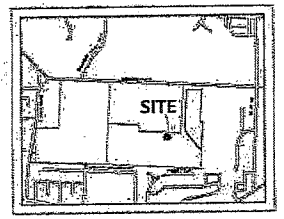
STATE OF OHIO LOUIS J. HANSEN 8-7545 REGISTERED SURVEYOR

OWNER/DEVELOPER

ARBORS EAST DEVELOPMENT, LLC
7861 E. KEMPER ROAD
CINCINNATI, OHIO 45249
PHONE: 513-702-9419

SURVEYOR

McGILL SMITH PUNSHON INC.
3700 PARK 42 DRIVE, SUITE 190B
CINCINNATI, OHIO 45241
PHONE: 513-759-0004



VICINITY MAP
NOT TO SCALE

COUNTY COMMISSIONERS:

WE, THE BOARD OF COUNTY COMMISSIONERS OF WARREN COUNTY, OHIO DO HEREBY APPROVE THIS PLAT ON THIS ____ DAY OF _____, 20__.

COMMISSIONERS

WARREN COUNTY REGIONAL PLANNING COMMISSION:

THIS PLAT WAS APPROVED BY THE WARREN COUNTY REGIONAL PLANNING COMMISSION ON THIS ____ DAY OF _____, 20__.

EXECUTIVE DIRECTOR

COUNTY SANITARY ENGINEER:

I HEREBY APPROVE THIS PLAT ON THIS ____ DAY OF _____, 20__.

WARREN COUNTY SANITARY ENGINEER

EXECUTIVE DIRECTOR

COUNTY ENGINEER:

I HEREBY APPROVE THIS PLAT ON THIS ____ DAY OF _____, 20__.

WARREN COUNTY ENGINEER

COUNTY RECORDER:

FILE NO. _____
RECEIVED THIS ____ DAY OF _____, 20__, AT ____ A.M./P.M.
RECORDED THIS ____ DAY OF _____, 20__, AT ____ A.M./P.M.
RECORDED IN PLAT BOOK NO. ____ PAGE ____
FEE: _____

BY: _____ _____
DEPUTY WARREN COUNTY RECORDER

COUNTY AUDITOR:

TRANSFERRED THIS ____ DAY OF _____, 20__.

BY: _____ _____
DEPUTY WARREN COUNTY AUDITOR

HAMILTON TOWNSHIP ZONING DIRECTOR:

I HEREBY APPROVE THIS PLAT ON THIS ____ DAY OF _____, 20__.

HAMILTON TOWNSHIP ZONING DIRECTOR

THE ARBORS AT GRANDIN POND PHASE 3

VIRGINIA MILITARY SURVEY No. 1548
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

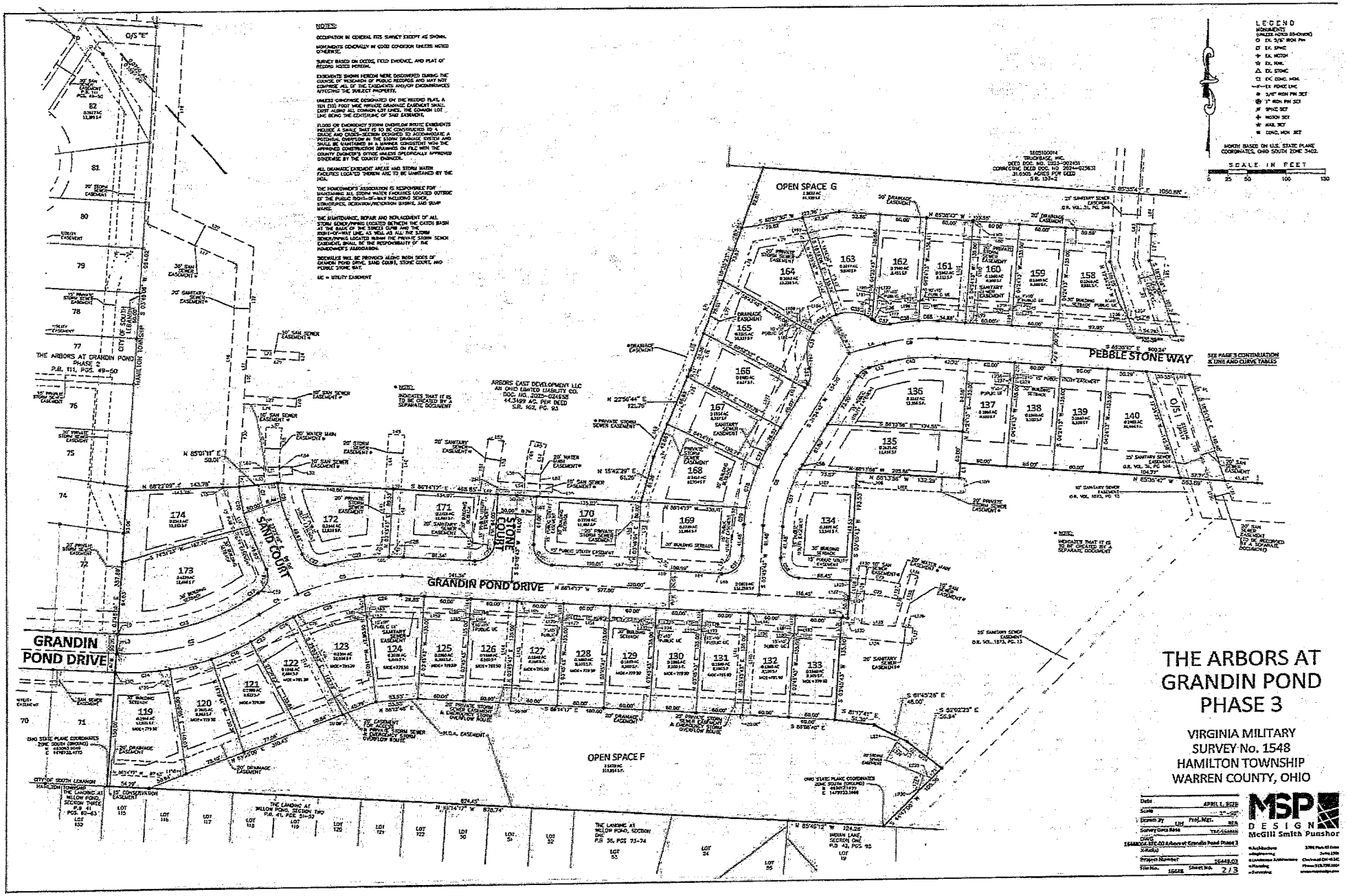
OCTOBER 2026

Date	April 01, 2026
Scale	1"=100'
Drawn By	KMT PTG/MAC MJH
Survey Data Ref'd	YBC/AMC
DWG	19448DWG-REC-04 Arbors at Grandin Pond Phase 3
X-Ref's	
Project Number	19448.03
File No. 19448	Sheet No. 1 / 3

MSP DESIGN McGill Smith Punshon

a Architecture a Engineering a Landscape Architecture a Planning a Surveying

2700 Park 42 Drive Suite 190B Cincinnati OH 45241 Phone 513.759.0004 www.mspdesign.com


NOTES:
LEGEND
SCALE IN FEET
OPEN SPACE G
PEBBLE STONE WAY
SAND COURT
STONE COURT
GRANDIN POND DRIVE
OPEN SPACE F
THE ARBORS AT GRANDIN POND PHASE 2 P.B. 111, PGS. 49-50
THE LANDING AT WILLOW POND, SECTION TWO P.B. 41, PGS. 51-52
THE LANDING AT WILLOW POND, SECTION ONE P.B. 35, PGS. 73-74
MEDIAN LANE SECTION ONE P.B. 43, PGS. 92
ARBORS EAST DEVELOPMENT LLC AN OHIO LIMITED LIABILITY CO. DOC. NO. 2025-024655 44.3189 AC. PER DEED O.R. 102, PG. 93
TRUBISAGE, INC. DEED DOC. NO. 2023-002431 CORRECTIVE DEED DOC. NO 2024-025633 31.6505 ACRES PER DEED O.R. 1574-2
CITY OF SOUTH LEBANON
HAMILTON TOWNSHIP
SEE PAGE 3 CONTINUATION & LINE AND CURVE TABLES
THE ARBORS AT GRANDIN POND PHASE 3
VIRGINIA MILITARY SURVEY No. 1548
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO
MSP DESIGN
McGill Smith Punshon
SHEET 2 / 3

LINE TABLE

LINE TABLE		
Line #	BEARING	LENGTH
L1	S04°24'13"W	19.16'
L2	N86°14'17"W	7.95'
L3	N83°26'53"W	1.48'
L4	N79°55'24"E	47.08'
L5	N53°26'16"E	49.80'
L6	N03°47'22"E	41.30'
L7	S03°52'53"W	36.15'
L8	S86°18'53"E	1.38'
L9	S86°18'53"E	20.08'
L10	N88°28'53"W	54.85'
L11	S85°55'47"E	11.24'
L12	N01°54'42"E	5.86'
L13	S74°55'24"W	27.58'
L14	N81°29'19"W	141.20'
L15	N03°30'31"E	1.31'
L16	N03°30'31"E	280.10'
L17	N84°29'29"W	128.38'
L18	N03°46'08"E	203.26'
L19	S03°46'08"W	240.71'
L20	S84°23'29"E	115.94'
L21	S03°36'31"W	311.22'
L22	S03°36'31"W	135.84'
L23	N86°11'54"W	67.35'
L24	S03°48'08"W	10.00'
L25	N86°11'54"W	67.32'
L26	S03°36'31"W	50.01'
L27	N86°11'54"W	67.16'
L28	S03°48'08"W	10.00'
L29	N86°11'54"W	67.15'
L30	S03°36'31"W	63.63'
L31	S86°29'38"E	67.31'
L32	N01°30'21"W	10.00'
L33	S86°29'38"E	66.22'
L34	S03°36'31"W	11.01'
L35	S86°36'15"E	18.80'
L36	N03°46'08"E	40.23'
L37	S86°11'54"E	20.00'
L38	S03°48'08"W	40.23'
L39	S86°14'17"E	20.00'
L40	S28°46'50"W	24.25'
L41	S03°48'08"W	69.36'

LINE TABLE		
Line #	BEARING	LENGTH
L42	S03°46'08"W	72.60'
L43	S28°46'50"W	17.21'
L44	S03°48'08"W	89.96'
L45	S86°11'54"E	20.00'
L46	S03°46'08"W	69.96'
L47	N86°53'31"E	86.36'
L48	N86°14'17"W	6.84'
L49	S86°14'17"E	20.08'
L50	S06°53'37"W	64.85'
L51	N86°53'31"E	71.08'
L52	S01°06'29"E	20.00'
L53	S06°53'37"W	62.21'
L54	N86°14'17"W	71.34'
L55	N01°45'41"E	10.00'
L56	N86°14'17"W	72.44'
L57	S06°53'37"W	7.05'
L58	S03°45'43"W	87.38'
L59	N75°53'05"W	20.03'
L60	N03°45'43"E	87.06'
L61	S86°25'31"E	15.00'
L62	N86°18'29"W	80.07'
L63	S86°18'29"E	3.66'
L64	N86°18'29"W	77.04'
L65	S86°18'29"E	3.66'
L66	N86°53'31"W	37.34'
L67	S33°04'42"E	22.41'
L68	N03°46'08"E	77.07'
L69	N19°23'03"E	130.97'
L70	S16°35'23"W	50.82'
L71	S27°28'15"W	73.24'
L72	S33°50'42"E	42.84'
L73	N03°46'08"E	64.63'
L74	N19°23'03"E	133.27'
L75	S33°42'40"W	47.93'
L76	S19°35'23"W	49.87'
L77	S27°28'15"W	73.31'
L78	S19°35'23"W	45.93'
L79	S89°57'36"W	113.55'
L80	N86°53'47"W	350.41'
L81	N86°53'47"W	21.88'
L82	N15°21'18"W	102.74'
L83	N03°52'53"E	90.49'

LINE TABLE		
Line #	BEARING	LENGTH
L84	N03°52'53"E	50.23'
L85	S86°25'47"E	10.03'
L86	S04°23'24"W	129.95'
L87	N86°25'47"W	180.60'
L88	S04°24'13"W	20.00'
L89	S86°25'47"E	200.00'
L90	N04°23'24"E	148.96'
L91	N04°24'13"E	20.00'
L92	N86°25'47"W	423.06'
L93	N86°25'47"W	420.00'
L94	S76°53'44"W	66.46'
L95	S04°24'13"W	82.96'
L96	S84°23'13"W	83.88'
L97	N03°30'31"E	20.71'
L98	N86°19'15"E	131.78'
L99	S86°25'10"E	10.02'
L100	N04°23'24"E	132.51'
L101	S86°37'48"E	20.00'
L102	N04°23'24"E	132.21'
L103	N03°25'41"E	200.93'
L104	S87°26'10"E	21.35'
L105	S03°25'41"W	163.21'
L106	S03°45'43"W	20.00'
L107	S86°13'56"E	81.89'
L108	S86°13'56"E	133.23'
L109	N03°46'04"E	20.00'
L110	S36°31'42"E	0.61'
L111	S86°13'56"E	156.77'
L112	N86°13'56"W	156.73'
L113	S76°16'29"E	121.21'
L114	S04°47'56"E	346.85'
L115	S86°27'01"E	366.66'
L116	N04°32'59"E	20.00'
L117	N86°18'56"W	130.01'
L118	N76°16'29"W	95.59'
L119	N89°35'47"W	21.89'
L120	N18°21'10"W	148.46'
L121	N18°21'10"W	28.77'
L122	N03°45'43"E	8.30'
L123	N86°14'17"W	7.34'

LINE TABLE		
Line #	BEARING	LENGTH
L124	N03°52'53"E	10.00'
L125	S86°14'17"E	7.94'
L126	N03°45'43"E	22.00'
L127	N86°14'17"W	5.00'
L128	N03°45'43"E	7.00'
L129	N86°14'17"W	5.00'
L130	S03°45'43"W	7.00'
L131	S03°45'43"W	25.00'
L132	S86°14'17"E	5.00'
L133	S03°45'43"W	45.96'
L134	S03°45'43"W	10.00'
L135	N86°14'17"W	5.00'
L136	S03°45'43"W	10.00'
L137	S86°14'17"E	5.00'
L138	S03°45'43"W	10.00'
L139	N86°14'17"W	5.00'
L140	N03°46'04"E	135.00'
L141	S86°13'56"E	10.00'
L142	S86°13'56"E	122.31'
L143	N03°46'04"E	135.00'
L144	N86°14'17"W	125.00'
L145	S86°13'56"E	10.00'
L146	S03°52'53"E	144.45'
L147	N25°57'50"W	142.62'
L148	N84°32'15"W	180.05'
L149	N86°13'56"W	298.89'
L150	S63°46'12"E	5.39'
L151	N04°23'24"E	17.21'
L152	S63°46'12"E	5.38'
L153	S04°24'13"W	17.23'
L154	S04°24'13"W	25.14'
L155	N86°23'45"E	5.05'
L156	N01°36'15"W	10.11'
L157	S04°24'13"W	8.05'
L158	S04°24'13"W	10.11'
L159	S04°24'13"W	21.38'
L160	S85°35'47"E	7.00'
L161	N04°24'13"E	5.39'
L162	S85°35'47"E	5.00'
L163	N04°24'13"E	7.00'
L164	N03°45'43"E	22.00'
L165	N86°14'17"W	5.00'
L166	N03°45'43"E	10.00'
L167	N86°14'17"W	5.00'

LINE TABLE		
Line #	BEARING	LENGTH
L168	S17°54'23"E	6.47'
L169	N04°24'13"E	20.92'
L170	N04°24'13"E	5.00'
L171	S85°35'47"E	5.00'
L172	S04°24'13"W	20.92'
L173	S01°47'21"E	0.82'
L174	S04°24'13"W	5.00'
L175	S04°24'13"W	20.92'
L176	S04°24'13"W	5.00'
L177	S04°24'13"W	20.92'
L178	S04°24'13"W	5.00'
L179	S04°24'13"W	20.92'
L180	S04°24'13"W	5.00'
L181	S04°24'13"W	20.92'
L182	S04°24'13"W	5.00'
L183	S04°24'13"W	20.92'
L184	S04°24'13"W	5.00'
L185	S04°24'13"W	20.92'
L186	S04°24'13"W	5.00'
L187	S04°24'13"W	20.92'
L188	S04°24'13"W	5.00'
L189	S04°24'13"W	20.92'
L190	S04°24'13"W	5.00'
L191	S04°24'13"W	20.92'
L192	S04°24'13"W	5.00'
L193	S04°24'13"W	20.92'
L194	S04°24'13"W	5.00'
L195	S04°24'13"W	20.92'
L196	S04°24'13"W	5.00'
L197	S04°24'13"W	20.92'
L198	S04°24'13"W	5.00'
L199	S04°24'13"W	20.92'
L200	S04°24'13"W	5.00'
L201	S04°24'13"W	20.92'
L202	S04°24'13"W	5.00'
L203	S04°24'13"W	20.92'
L204	S04°24'13"W	5.00'
L205	S04°24'13"W	20.92'
L206	S04°24'13"W	5.00'
L207	S04°24'13"W	20.92'

CURVE TABLE

CURVE TABLE					
Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C1	425.00'	100.69'	100.47'	S28°47'22"E	013°34'41"
C2	300.00'	191.77'	188.52'	S71°23'31"E	036°37'32"
C3	300.00'	183.09'	180.22'	S17°27'38"E	034°57'58"
C4	300.00'	26.19'	26.02'	S02°15'04"E	005°00'14"
C5	300.00'	134.84'	133.76'	S09°41'06"W	025°45'41"
C6	300.00'	57.83'	57.45'	S19°27'27"E	011°02'35"
C7	200.00'	99.28'	97.28'	S17°53'12"W	028°26'39"
C8	200.00'	60.00'	59.77'	S34°39'46"W	017°11'48"
C9	200.00'	39.91'	39.85'	S43°30'43"W	011°26'04"
C10	200.00'	67.86'	67.51'	N72°09'28"W	019°26'34"
C11	200.00'	230.36'	218.13'	N34°31'18"E	066°00'31"
C12	275.00'	173.78'	172.84'	N73°23'31"E	036°12'22"
C13	325.00'	68.35'	68.22'	N87°23'31"E	012°03'18"
C14	325.00'	54.82'	54.75'	N78°38'05"E	009°39'39"
C15	325.00'	54.82'	54.75'	S68°17'44"E	009°39'39"
C16	325.00'	14.20'	14.20'	S64°06'41"E	002°30'12"
C17	325.00'	14.20'	14.20'	S61°36'29"E	002°30'12"
C18	25.00'	39.68'	35.73'	N18°39'29"E	090°56'09"
C19	225.00'	19.65'	19.65'	S21°16'29"E	002°47'43"
C20	225.00'	84.61'	84.14'	S12°47'36"E	021°32'37"
C21	175.00'	56.07'	55.83'	S16°10'06"E	018°21'37"
C22	25.00'	39.68'	35.73'	S61°36'29"E	090°56'09"
C23	325.00'	28.03'	28.02'	N09°27'08"E	004°56'49"
C24	275.00'	34.88'	34.86'	S60°39'21"W	007°16'01"
C25	275.00'	84.75'	84.39'	S73°52'24"W	017°39'33"
C26	275.00'	47.52'	47.46'	S82°48'41"W	009°54'04"

CURVE TABLE					
Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C27	325.00'	83.12'	82.89'	S82°26'58"W	014°39'13"
C28	325.00'	18.64'	18.63'	N87°32'51"W	003°17'08"
C29	25.00'	39.27'	35.36'	N45°45'43"E	090°00'00"
C30	25.00'	39.27'	35.36'	S44°14'17"E	090°00'00"
C31	25.00'	39.27'	35.36'	N45°45'43"E	090°00'00"
C32	25.00'	23.36'	21.85'	N00°15'10"E	053°31'04"
C33	25.00'	46.85'	47.08'	S05°55'55"W	050°40'35"
C34	25.00'	36.24'	34.04'	S61°26'01"W	082°57'42"
C35	25.00'	9.82'	9.85'	N14°05'17"E	022°31'39"
C36	25.00'	46.82'	47.34'	N62°50'00"W	053°36'12"
C37	25.00'	21.01'	20.40'	S72°22'58"E	048°08'29"
C38	225.00'	27.14'	27.08'	S63°13'58"E	006°54'44"
C39	25.00'	16.77'	16.33'	S33°25'05"W	038°26'42"
C40	175.00'	58.50'	58.21'	S84°09'46"W	019°09'49"
C41	175.00'	8.37'	8.37'	S86°33'31"W	002°44'10"
C42	175.00'	81.36'	80.64'	N77°21'35"W	026°38'09"
C43	175.00'	8.82'	8.82'	N63°31'31"W	002°53'21"
C44	225.00'	54.39'	54.46'	S67°23'46"E	013°51'10"
C45	225.00'	40.30'	40.12'	S82°02'26"E	010°15'15"
C46	225.00'	30.78'	30.59'	N85°49'05"E	012°54'58"
C47	225.00'	53.68'	53.57'	N70°38'16"E	013°40'01"
C48	225.00'	41.17'	41.06'	N59°43'12"E	010°29'28"
C49	25.00'	39.27'	35.36'	N03°28'16"E	090°00'00"
C50	25.00'	39.27'	35.36'	N86°28'16"E	090°00'00"

CURVE TABLE					
Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C51	175.00'	126.42'	123.69'	N74°18'03"E	041°23'01"
C52	175.00'	61.24'	61.01'	S75°05'45"E	020°04'53"
C53	175.00'	14.16'	14.15'	S62°44'15"E	004°38'00"
C54	225.00'	49.72'	49.62'	N68°45'00"W	012°39'38"
C55	225.00'	48.15'	48.05'	N79°29'15"W	012°15'36"
C56	175.00'	8.19'	8.19'	S30°53'56"W	002°40'33"
C57	175.00'	78.79'	78.10'	S08°48'26"W	025°47'28"
C58	25.00'	39.27'	35.36'	S41°14'17"E	090°00'00"
C59	25.00'	9.82'	9.85'	N14°05'17"E	022°31'39"
C60	191.50'	52.44'	52.40'	N01°03'04"W	009°24'21"
C61	171.50'	29.92'	29.88'	S04°11'47"E	009°59'46"
C62	325.00'	20.36'	20.36'	S08°40'54"W	003°35'48"
C63	191.50'	44.81'	44.51'	S12°26'07"W	013°24'28"
C64	171.50'	41.02'	40.90'	N10°36'26"E	013°42'47"
C65	225.00'	23.17'	23.16'	N82°48'04"W	006°34'53"
C66	33.00'	24.32'	23.78'	S06°44'14"E	025°18'17"
C67	25.00'	20.28'	19.74'	N12°18'12"W	046°28'41"
C68	191.50'	3.88'	3.88'	S80°23'44"E	001°09'42"
C69	225.00'	59.14'	58.97'	N69°07'03"W	015°03'28"
C70	225.00'	58.07'	57.89'	S61°30'22"E	014°47'41"
C71	275.00'	10.00'	10.00'	S85°09'40"W	002°05'02"
C72	225.00'	33.21'	33.18'	S77°48'38"W	008°27'06"
C73	225.00'	55.26'	55.14'	S87°38'27"W	014°04'18"
C74	225.00'	22.35'	22.34'	S06°39'01"W	005°41'39"

OLD	16-05-100-020	44.3499 AC. 42.1585 AC. IN VMS 1548 & 2.1914 AC. IN VMS 1547
NEW	16-05-	LOT 119
NEW	16-05-	LOT 120
NEW	16-05-	LOT 121
NEW	16-05-	LOT 122
NEW	16-05-	LOT 123
NEW	16-05-	LOT 124
NEW	16-05-	LOT 125
NEW	16-05-	LOT 126
NEW	16-05-	LOT 127
NEW	16-05-	LOT 128
NEW	16-05-	LOT 129
NEW	16-05-	LOT 130
NEW	16-05-	LOT 131
NEW	16-05-	LOT 132
NEW	16-05-	LOT 133

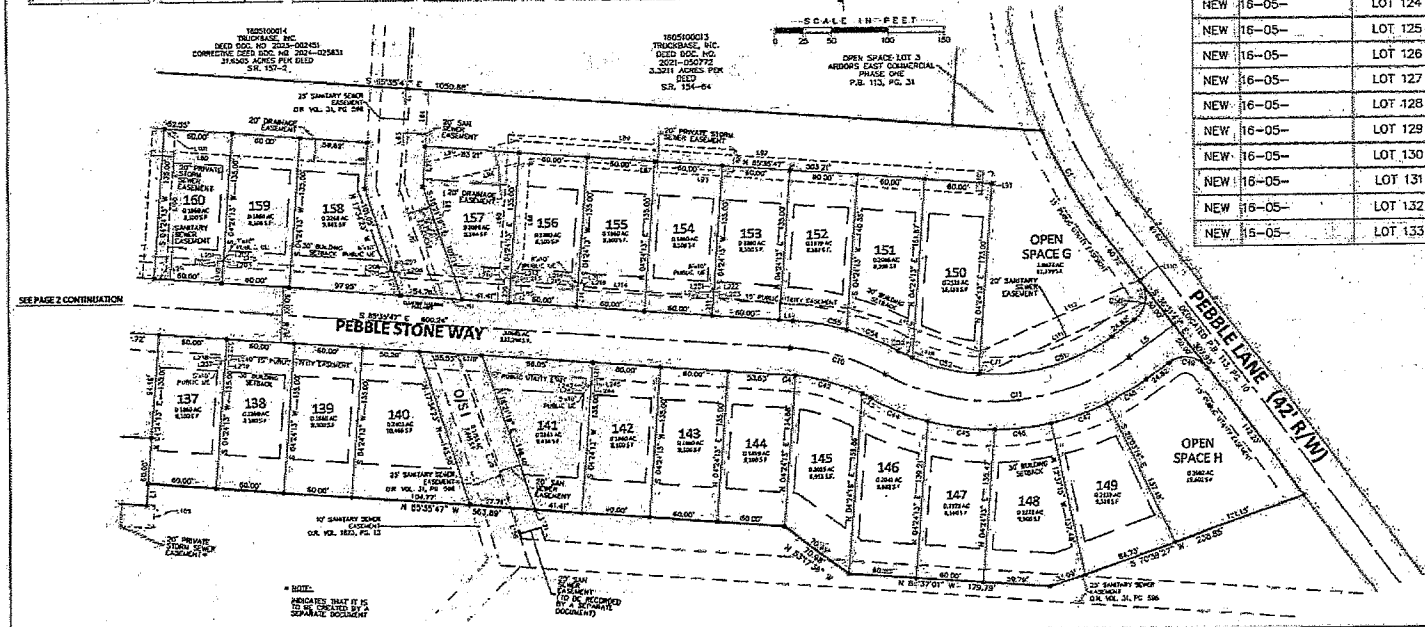
NEW	16-05-	LOT 134
NEW	16-05-	LOT 135
NEW	16-05-	LOT 136
NEW	16-05-	LOT 137
NEW	16-05-	LOT 138
NEW	16-05-	LOT 139
NEW	16-05-	LOT 140
NEW	16-05-	LOT 141
NEW	16-05-	LOT 142
NEW	16-05-	LOT 143
NEW	16-05-	LOT 144
NEW	16-05-	LOT 145
NEW	16-05-	LOT 146
NEW	16-05-	LOT 147
NEW	16-05-	LOT 148
NEW	16-05-	LOT 149
NEW	16-05-	LOT 150

NEW	16-05-	LOT 151
NEW	16-05-	LOT 152
NEW	16-05-	LOT 153
NEW	16-05-	LOT 154
NEW	16-05-	LOT 155
NEW	16-05-	LOT 156
NEW	16-05-	LOT 157
NEW	16-05-	LOT 158
NEW	16-05-	LOT 159
NEW	16-05-	LOT 160
NEW	16-05-	LOT 161
NEW	16-05-	LOT 162
NEW	16-05-	LOT 163
NEW	16-05-	LOT 164
NEW	16-05-	LOT 165
NEW	16-05-	LOT 166
NEW	16-05-	LOT 167
NEW	16-05-	LOT 168
NEW	16-05-	LOT 169
NEW	16-05-	LOT 170
NEW	16-05-	LOT 171
NEW	16-05-	LOT 172
NEW	16-05-	LOT 173
NEW	16-05-	LOT 174
NEW	16-05-	OPEN SPACE F
NEW	16-05-	OPEN SPACE G
NEW	16-05-	OPEN SPACE H
NEW	16-05-	OPNE SPACE I
NEW	16-05-600-	R/W 3.0601 AC.
REM	16-05-	

LEGEND
MONUMENTS (UNLESS NOTED OTHERWISE)
- EX. 5/8" IRON PIN
- EX. SPIKE
- EX. NOTCH
- EX. NAIL
- EX. STONE
- EX. CONC MON.
- EX. FENCE LINE
- 5/8" IRON PIN SET
- 1" IRON PIN SET
- SPIKE SET
- NOTCH SET
- NAIL SET
- CONC MON. SET

NORTH BASED ON U.S. STATE PLANE COORDINATES, OHIO SOUTH ZONE (NAD 83)

SCALE IN FEET
0 25 50 100 150



NOTES:

OCCUPATION IS GENERAL THIS SURVEY EXCEPT AS SHOWN.

MONUMENTS GENERALLY IN GOOD CONDITION UNLESS NOTED OTHERWISE.

SURVEY BASED ON DEEDS, FIELD EVIDENCE, AND PLAT OF RECORD NOTED HEREON.

EASEMENTS SHOWN HEREON WERE DISCOVERED DURING THE COURSE OF RESEARCH OF PUBLIC RECORDS AND MAY NOT CONTAIN ALL OF THE EASEMENTS AND/OR ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY.

UNLESS OTHERWISE DESIGNATED ON THE RECORD PLAT, A TEN (10) FOOT WIDE PRIVATE DRAINAGE EASEMENT SHALL EXIST ALONG ALL COMMON LOT LINES. THE COMMON LOT LINE SHALL BE THE CENTERLINE OF SAID EASEMENT.

FLOOD OR EMERGENCY STORM OVERFLOW RELIEF EASEMENTS INCLUDE A SWALE THAT IS TO BE CONSTRUCTED TO A GRADE AND CROSS-SECTION DESIGNED TO ACCOMMODATE A POTENTIAL OVERFLOW IF THE STORM DRAINAGE SYSTEM AND SHALL BE MAINTAINED IN A MANNER CONSISTENT WITH THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE COUNTY ENGINEER'S OFFICE UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE COUNTY ENGINEER.

ALL DRAINAGE EASEMENT AREAS AND STORM WATER FACILITIES LOCATED WITHIN ARE TO BE MAINTAINED BY THE HOA.

THE HOMEOWNER'S ASSOCIATION IS RESPONSIBLE FOR MAINTAINING ALL STORM WATER FACILITIES LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY INCLUDING SEWER, STRUCTURES, DETENTION/RETENTION BASINS, AND SUMP PUMPS.

THE MAINTENANCE, REPAIR AND REPLACEMENT OF ALL STORM SEWER PIPING LOCATED BETWEEN THE CATCH BASIN AT THE BASE OF THE STREET CURB AND THE SOUTH-SOUTHEAST LINE, AS HELD AT ALL THE STORM SEWER PIPING LOCATED WITHIN THE PRIVATE STORM SEWER EASEMENT, SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.

SIDEWALKS ARE TO BE PROVIDED ALONG BOTH SIDES OF DRAGON POND DRIVE, SAND COURT, STONE COURT, AND PEBBLE STONE WAY

UE = UTILITY EASEMENT

THE ARBORS AT GRANDIN POND PHASE 3

VIRGINIA MILITARY SURVEY No. 1548
HAMILTON TOWNSHIP
WARREN COUNTY, OHIO

Date	APRIL 1, 2025
Scale	N/A
Drawn By	Proj. Mgr.
Survey Data Base	
DWG	
Project Number	16445.01
File No.	16445
Sheet No.	3 of 3

MSP DESIGN
McGill Smith Punshon

DUKE ENERGY.

Agreement # DEMOH61208001

OHIO LIGHTING SERVICE AGREEMENT

Customer Information:
ARBORS AT GRANDIN POND HOMEOWNERS
7861 E KEMPER RD
CINCINNATI, OH 45249
PAUL.METZGER@YOURARBORHOME.COM

Project Information:
ARBORS EAST PHASE 1
1 GRANDIN POND DR
MAINEVILLE, OH 45039

Account Number:
9101 8353 6559

Installation Number:
7011513220

Work Order Number:
61208001

Duke Energy Representative Contact Info:
Jacob Swabb

This Lighting Service Agreement is hereby entered into this 7th day of October, 2026, between Duke Energy (hereinafter called the "Company") and ARBORS AT GRANDIN POND HOMEOWNERS ASSC (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule UOLS (OHEO_UDES) and Service Regulations, or its successor, as the same is on file with the Ohio Public Service Commission (PUBLIC UTILITY COMMISSION OF OHIO) and as may be amended and subsequently filed with the PUBLIC UTILITY COMMISSION OF OHIO.

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

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

Customer Print Name Edwin Farrugia Date Signed 10/12/2026

Customer Signature Ed Farr Date Signed 10/12/2026

Duke Energy Representative _____ Date Signed _____

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

DUKE ENERGY.

Agreement # DEMOH61208001

Summary of Estimated Charges					
Initial the selected Term	Minimum Service Term	Monthly Equipment charge	Total One Time Charges	Total Equipment charge based on term	Monthly Energy & Maintainance Charge
☑	Onetime Lump Sum for Equipment	$26,811.18	$26,811.18		$44.94
☐	1 Years (12) Months	$2,336.51	$0.00	$28,038.12	$44.94
☐	3 Years (36) Months	$767.05	$0.00	$27,613.80	$44.94
☐	5 Years (60) Months	$501.36	$0.00	$30,081.60	$44.94
☐	7 Years (84) Months	$388.34	$0.00	$32,620.56	$44.94
☐	10 Years (120) Months	$300.33	$0.00	$36,039.60	$44.94

OHEO_UDES - Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	6	LFIX-TRAD-LED-50-BLK-III-3000K-M	See Above	$7.36	$0.13	$7.49	$44.94
		Subtotal Based On Quantity:	$0	$44.16	$0.78		
		Estimated Monthly Charge					$44.94
*Tariff riders and applicable taxes are not included, which may cause the amounts to fluctuate.							

Summary of Material	
Quantity	Description
6	Light Pole Style A Direct Buried Smooth Aluminum 15ft long Black 3in dia tenon
6	Light Pole Shroud Style B Black w/Leveling Plate 6in top diameter for Style A Smooth and Fluted 15ft, and 20ft OAL Post
517	(UOP) LIGHTING ONLY: 2in x 10ft long Rigid Heavy Wall Schedule 40 PVC Conduit. Estimate by Total Footage Needed.
577	Cable Lighting 6 Aluminum Duplex
6	Light Fixture Traditional LED 50W Black Type III 3000K

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

DUKE ENERGY.

Agreement # DEMOH61208001

Special Instructions :

Lumpsum amount of $26,811.18 to be paid by: GRANDIN POND DEVELOPMENT LLC

Date: 10/12/2020

Lumpsum Payer Signature: Ed Fy

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

DUKE ENERGY.

Agreement # DEMOH61208001

OUTDOOR LIGHTING UOLS SERVICE AGREEMENT

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

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

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

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

WITNESSETH:

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

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

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

SECTION I. - EQUIPMENT AND INSTALLATION

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

1.2 Tariff riders and sales tax are not included, which may cause the amounts quoted to fluctuate.

A. ENERGY USAGE - BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

****CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE**

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

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

LIGHTING LAYOUT DESIGN DISCLAIMER

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

SECTION II. - CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

SECTION III. - ENERGY USAGE COST CALCULATION

3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 3 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.

3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV. - SYSTEM MAINTENANCE

4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.

4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. Different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.

4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.

4.5 Company reserves the right to charge a fee equal to a minimum of one-hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V. - PAYMENT

5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 2 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.

5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI. - TERM OF AGREEMENT

6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.

6.2 The initial term of this Agreement shall be in accordance with the Option indicated on Page 2 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VII. - OTHER TERMS AND CONDITIONS

7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement.

7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.

7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

DUKE ENERGY®

Agreement # DEMOH61208001

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

1. All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.

2. If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.

3. The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.

4. Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.

5. Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.

6. Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

7. If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.

8. Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of- way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.

9. Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company,(i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.

10. Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.

11. When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.

12. If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.

13. This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.

14. Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.

15. No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.

16. Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

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

DUKE ENERGY.

INVOICE

Email sent to customer on 10/22/2026

Invoice:	C6120800101
Invoice Date:	10/22/2026
Page:	1 of 1

Bill to: GRANDIN ROAD DEVELOPMENT, LLC
7861 E. KEMPER RD.
ED FARRUGGIA
CINCINNATI OH 45249

Customer ID:	000322755
PO / Contract No:	
Payment Terms:	Net 30
Due Date:	11/21/2026
Amount Due:	**$26,811.18**

Invoice for work or services performed at: 1 Grandin Pond Dr LIGHTS MAINEVILLE OH ARBORS EAST PHASE 1

For questions about your invoice, please contact Meyers, Sara A at 513/330-2885

Line	Date of Charge	Description	Net Amount
1	10/21/2026	Installation of Lighting OUTDOOR LIGHTING	$26,811.18
		Amount Due:	**$26,811.18**

To pay electronically, please allow 24 hours from the time this invoice is received and use website https://www.e-billexpress.com/ebpp/DukeEnergy. Enter your customer ID and billing zip code from above.

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

Please detach and return with your payment. Please indicate invoice number on check.

Payment Coupon

Please make check payable to:

Duke Energy
PO Box 603083
Charlotte NC 28260-3083

ACH Instructions:

Wells Fargo - Ohio
121000248
Duke Energy
000004120191309

Invoice Number: **C6120800101**

Corporation Code:	75023
Please Pay By:	11/21/2026
Customer ID:	000322755
Total Amount Due:	**$26,811.18**

Fed Tax ID # 31-0240030

GRANDIN ROAD DEVELOPMENT, LLC
7861 E. KEMPER RD.
ED FARRUGGIA
CINCINNATI OH 45249

Amount Enclosed

DUKE ENERGY.

Confirmation

Thank You! Your payment has been made.

GRANDIN ROAD DEVELOPMENT LLC

Payment Date	10/27/2026
Payment Method	PNC BANK, OHIO *****2085
Total Payment	$26,811.18

Payments confirmed before Tuesday, October 27, 2026 8:00 PM EST will be posted on Tuesday, October 27, 2026. Payments confirmed after Tuesday, October 27, 2026 8:00 PM EST will be posted on Wednesday, October 28, 2026.

If you have any further questions about payments to Duke Energy, please contact our office at 877-700-3853 .

FDI Description	Customer Number	Confirmation #	Invoice Date	Invoice Number	Due Date	Balance Amount	Payment Amount
DE_OHIO	000322755	3153012037	10/22/2026	C6120800101	11/21/2026	$26,811.18	$26,811.18

HAMILTON
TOWNSHIP

Office of Township Administrator
11/04/26 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Administrator.

Motion to approve Resolution 26-1104B, a resolution authorizing an increase in Township appropriations for the 2026 calendar year true-up and declaring an emergency.

The Township of Hamilton, Warren County, Ohio Board of Trustees met in regular session on November 4, 2026, at 6:00 p.m. at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa - Trustee, *Board Chairman*
Darryl Cordrey – Trustee, *Vice Chairman*
Joe Rozzi – Trustee

Mr. _____ presented the following Resolution and moved its adoption:

HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
RESOLUTION NUMBER 26-1104B

A RESOLUTION AUTHORIZING AN INCREASE IN TOWNSHIP APPROPRIATIONS FOR THE 2026 CALENDAR YEAR TRUE-UP AND DECLARING AN EMERGENCY.

WHEREAS, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order to reconcile budgets and appropriations for the calendar year 2026;

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

SECTION 1. The Fiscal Officer is hereby authorized and directed to increase the appropriations for the funds listed in Exhibit A in the total amount of $43,496.00 for the Liability Insurance 2026 calendar year true-up.

SECTION 2. The Fiscal Officer is hereby authorized and directed to approve a Then and Now Purchase Order in the amount reflected in Section 1 of this Resolution.

SECTION 3. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, and therefore this Resolution shall be in full force and effect immediately upon its adoption without further public reading.

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

Joseph P. Rozzi –	Aye _____	Nay _____
Mark Sousa	Aye _____	Nay _____
Darryl Cordrey	Aye _____	Nay _____

Resolution adopted this 4th day of November, 2026.

Attest:

_____

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

_____

Benjamin J. Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of November 4, 2026.

Date: _____

_____

Leah M. Elliott, *Fiscal Officer*

Exhibit A- Resolution 26-1104B

Fund Name	Account Number	Amount	
Fire and EMS Special Levy Fund			
Insurance and Bonding	2283-220-380-0000	$4,855.00	
			$4,855.00
Police District Fund			
Insurance and Bonding	2081-210-380-0000	$5,213.00	
			$5,213.00
General Fund			
Insurance and Bonding	1000-110-380-0000	$3,428.00	
			$3,428.00
Lighting District Fund	2401-310-351-0000	$30,000.00	$30,000.00
Total			$43,496.00

HAMILTON
TOWNSHIP

Office of Township Administrator
11/4/26 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Administrator.

Motion to approve Resolution 26-1104C, a resolution appointing Grossman & Kelly LLP as special outside counsel for PFAS litigation for the Fire Department and declaring an emergency.

Fire departments and training facilities across the nation have incurred significant costs associated with PFAS contamination and PFAS-containing products. Turn-out gear, fire suppression foam and other equipment are manufactured with chemicals known as "forever chemicals" because they do not meaningfully break down in the human body or the environment.

Several municipalities have cooperated to file a lawsuit against the manufacturers of the subject gear and equipment due to the damage caused. The law firm Grossman and Kelly is the lead firm on the complaint representing the municipalities. Attached is a standard contract appointing them as a special outside counsel for the purpose of that action.

Mr. Yoder has reviewed and approved the contract as to form. In fact, another one of his public sector clients has also entered into the same contract.

The contract provides for attorney compensation of one-third of gross amounts recovered with no attorney fee owed if no recovery is obtained.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on November 4, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Board Chairman*
Darryl Cordrey – Trustee, *Vice Chairman*
Joe Rozzi – Trustee

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

HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NO. 26-1104C

A RESOLUTION APPOINTING GROSSMAN & KELLY LLP AS SPECIAL OUTSIDE COUNSEL FOR PFAS LITIGATION FOR THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY

WHEREAS, Hamilton Township requires specialized legal services regarding potential claims related to per- and polyfluoroalkyl substances (PFAS), aqueous film-forming foam (AFFF), and related contamination affecting the Fire Department, its equipment, and facilities; and

WHEREAS, pursuant to Ohio Revised Code Sections 309.09(B)(1) and 504.15, the Board of Township Trustees may employ additional legal counsel when deemed necessary or advisable; and

WHEREAS, the Board desires to employ Grossman & Kelly, LLP to investigate, pursue, and resolve such claims pursuant to the firm's Legal Services Contract, attached hereto as Exhibit A; and

WHEREAS, the contract provides for attorney compensation of one-third (33⅓%) of gross amounts recovered, plus applicable expenses and disbursements as outlined in the contract, with no attorney fee owed if no recovery is obtained.

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

SECTION 1. The Board hereby authorizes the employment of Grossman & Kelly, LLP as special outside counsel for the claims described herein, pursuant to Ohio Revised Code Section 309.09(B)(1).

SECTION 2. The Board approves the Legal Services Contract attached as Exhibit A and establishes compensation in accordance with its terms. Compensation and allowable expenses shall be paid from the General Fund in accordance with applicable law.

SECTION 3. The Township Administrator is authorized to execute the contract and any necessary documents, subject to review and approval as to form by the Township Law Director.

SECTION 4. It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Hamilton Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. Pursuant to divisions (A) and (B) of Section 504.11 of the Ohio Revised Code, this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of Hamilton Township. Accordingly, this Resolution shall take effect and be in force immediately upon its adoption.

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

Darryl Cordrey -	Aye _____	Nay _____
Joseph P. Rozzi -	Aye _____	Nay _____
Mark Sousa -	Aye _____	Nay _____

Resolution adopted this 4th day of November, 2026.

Attest:

_____
Leah M. Elliott, *Fiscal Officer*

Approved as to form:

_____
Ben Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on November 4, 2026.

_____
Leah M. Elliott, *Fiscal Officer*

A Recovery Law Firm

Grossman & Kelly LLP

1248 Montauk Hwy West Islip NY 11785
Telephone: (631) 815-2575
dgrossman@grossmankelly.com

LEGAL SERVICES CONTRACT

WHEREAS, the undersigned ("Client") retains GROSSMAN & KELLY, LLP ("Law Firm") (collectively, the "Parties") to investigate, prosecute, and resolve legal claims arising from costs and harms associated with all departments, land, water, gear and equipment from AFFF/PFAS, microplastics (including Tobacco Product Waste), and anticompetitive overpricing of fire gear, including, without limitation, claims for the costs of replacing turnout gear, equipment, and supplies; remediating contaminated facilities, property, and infrastructure; replacing and disposing of unusable AFFF foam and contaminated gear, equipment, and supplies; and pursuing all other claims and damages arising from such contaminants to all facilities such as fire academies and departments, former military sites and airports as examples

1. **FEE PERCENTAGE**: As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm one-third (33 %) of all gross amounts recovered, plus expenses as outlined in sections #2 ("Disbursements") and #3 ("Financing of Case") below. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. **The Client shall pay no expenses or fees in case of loss.**

2. **DISBURSEMENTS**: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee. However, Client will not be responsible for any expenses or costs which exceed Client's proportionate recovery.

3. **FINANCING OF CASE**: If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

4. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

5. **NO GUARANTEE OF FINAL OUTCOME**: No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement.

6. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

7. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.

8. **TERMINATION OF REPRESENTATION:** The Client may terminate the Law Firm's representation of it at any time by providing written notice to the Law Firm at the above address.

9. **APPROVAL NECESSARY FOR SETTLEMENT**: Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. **However,** all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The firm will not settle any matter without the explicit consent of the client.

10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other law firms in the representation of the Client. If the Law Firm should engage other attorneys to act as cocounsel, this will be done at the expense of the Law Firm. This expense is not considered part of the reimbursable expenses outlined herein under "Disbursements" in item #2. Client understands that the Law Firm is a Limited Liability Partnership with a number of attorneys. Several of those attorneys may work on Client's case.

11. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

12. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

13. **DISPUTE:** In the event of a dispute between the Client and the Law Firm, it will be resolved at a court in Client's State.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

HAMILTON
TOWNSHIP

Office of Chief of Police
11/4/26 Trustee Meeting

Motion to approve an amendment to the existing Axon Contract

Approval is requested to amend the existing Axon contract to include the following equipment replacements and additions for the Hamilton Township Police Department:

- Replacement of the existing Body Camera 3 system.
- Replacement of the remaining X26 TASER with the TASER 7 system.
- Replacement of the existing interview room camera system.
- Addition of the Fleet 3 in-car camera system.

These upgrades will support the department's ongoing efforts to modernize law enforcement technology, improve officer safety, enhance evidence collection and retention, and maintain reliable audio and video recording capabilities across patrol and investigative operations. The total cost of the contract is $534,393.47 and the payments are spread over a five-year period at 0% interest.

HAMILTON
TOWNSHIP

Office of Human Resources
11/4/2026 Trustee Meeting

The Office of Human Resources respectfully requests the Board of Trustees' approval of the following motion:

Motion to approve an employment agreement with Township Administrator Jeff Wright.