

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

This **COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into so as to be effective on the last date of signature below (the “Effective Date”), by and between **HARLEM TOWNSHIP, DELAWARE COUNTY, OHIO** (the “Township”), a political subdivision of the State of Ohio having an address at 3883 S State Route 605, Galena, Ohio, 43021, and the **VILLAGE OF GALENA, OHIO** (the “Village”), a municipal corporation duly organized and validly existing under the laws of the State of Ohio and having an address at 109 Harrison Street, Galena, Ohio 43021. The Township and the Village may be referred to herein individually as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, the Parties, which are neighboring communities in Delaware County, Ohio, share a mutual interest in economic development that creates and preserves jobs and employment opportunities, thereby improving the economic welfare of the residents of the Township, the Village, and the State of Ohio (the “State”); and

WHEREAS, Ohio Revised Code (“ORC”) Section 701.07 (the “Act”) authorizes cooperative economic development agreements (“CEDAs”) to be entered into by townships and municipalities for the purpose of promoting and facilitating economic growth; and

WHEREAS, the Parties seek to take a collaborative approach to fostering and supporting business and other types of growth, including specifically growth that is anticipated to occur on certain real property that is of common interest to the Parties and located within certain territorial boundaries of the Township, as generally depicted in Exhibit A (which, along with all other exhibits referenced herein, is attached hereto and incorporated herein by reference) (the “Cooperative District”); and

WHEREAS, the Parties desire to cooperate in improving and advancing the welfare of their residents in the Cooperative District which include promoting economic development in a manner compatible with the character of the Cooperative District and addressing mutually satisfactory planning and development standards; and

WHEREAS, it is the intention of the Parties to enter into this Agreement to (i) identify areas that can and cannot be annexed within the Cooperative District and (ii) identify the provision of governmental services by the Township and the Village to the Cooperative District; and

WHEREAS, ORC Section 715.72 empowers municipal corporations and townships to establish one or more Joint Economic Development Districts, or “JEDDs”, for the purposes of facilitating economic development by means of, among other things, providing for appropriate infrastructure and public services to support such growth and establishing an income tax to pay the costs thereof; and

WHEREAS, the Parties acknowledge that the Township intends to pursue the authorization of one or more economic incentives, including but not limited to (i) Tax Increment Financing pursuant to ORC Sections 5709.41 and 5709.73, together with related rules and laws (“TIF”) and

(ii) New Community Authority pursuant to ORC Chapter 349 (“NCA”) to encourage the orderly development of well-planned, diversified and economically sound new communities by which the Board of Trustees of a respective NCA may levy community development charges furthering the purposes of the NCA; and

WHEREAS, the Parties intend for this Agreement to serve as a CEDA between them; and

WHEREAS, the legislative authorities of the Village and the Township each have approved, authorized and directed the Village and the Township, respectively, to enter into this Agreement in accordance with Ordinance No. [____], adopted by the Village on [____] [____], 2026, and Resolution No. 2026-[____]-R[____], enacted by the Township on [____] [____], 2026.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the Parties hereto, the Village and the Township hereby agree as follows:

Section 1. Applicability; Term.

(a) Territory Subject to CEDA. The Parties agree that the real property to which this Agreement will apply is the Cooperative District as depicted in Exhibit A and incorporated herein by reference. Within the Cooperative District, all development, redevelopment, uses, public infrastructure improvements, and provision of services shall comply with the provisions of this Agreement. The area of the Cooperative District may be expanded, enlarged, reduced, or otherwise modified as may be agreed upon by the Township and the Village in a written amendment to this Agreement pursuant to the Act.

(b) Term. While this Agreement will be immediately binding upon the Parties as of the Effective Date, the enforceability of its terms and provisions shall be conditioned upon the actions of the Harlem Township Board of Trustees and the Galena Village Council to approve it and authorize its execution becoming legally effective in accordance with the relevant provisions of applicable law and the Act. This Agreement shall be effective from the Effective Date through the fiftieth (50th) anniversary of the Effective Date (the “Term”). Additionally, this Agreement shall automatically renew for two (2) additional twenty-five (25) year terms, unless either Party provides written notice of termination not later than two (2) years prior to the expiration of the original Agreement and each additional term. Furthermore, in the event of a change to the pertinent laws described under this Agreement, including the Act, that materially alters the expectations of the Parties under the CEDA, the Parties shall convene to renegotiate the terms of this Agreement. A termination of this Agreement shall not serve to terminate any agreements that directly or indirectly pertain or relate to a JEDD, TIF or an NCA, it being the Parties’ intent that those agreements shall only be permitted to be terminated in accordance with their respective terms. The Term of this Agreement recognizes that the accrual of maximum benefits to the Parties from this Agreement may take a significant amount of time.

(c) Mutual Decision to Terminate. Notwithstanding the foregoing in Section 1(b), this Agreement may be terminated at any time by mutual consent of the Parties as authorized by their respective legislative authorities as provided herein. Unless otherwise agreed, in order for such

termination to be effective, the legislative actions of the Parties that serve to terminate this Agreement must occur and be effective within a period of ninety (90) days of one another.

Section 2. Annexation Prohibition. In addition to the other purposes which it serves, this Agreement shall be considered an Annexation Agreement pursuant to ORC Section 709.192. While this Agreement is effective, the Village agrees that it will not encourage, petition for, assist with, support or accept the annexation of all or any portion of the Cooperative District into Village boundaries. Similarly, the Township will not encourage, petition for, assist with, support or accept the annexation of any portion of the Cooperative District into the boundaries of another municipality, unless the Council of the Village adopts an ordinance or resolution consenting to such proceedings.

Section 3. JEDD. The Parties agree to pursue all actions which are necessary to establish one or more JEDDs within the Cooperative District. The Parties will, from time-to-time, and as necessary to accommodate proposed development, cooperate with regard to expanding the JEDDs pursuant to ORC Section 715.72(L). The Parties may pursue separate and distinct JEDDs to include various portions of the Cooperative District, and the Parties agree that each JEDD contract establishing an applicable JEDD shall be substantially in the form of the JEDD Template attached hereto as Exhibit B. The Parties agree that JEDD revenues may be used for any lawful purpose pursuant to ORC Section 715.72 and the individual JEDD contract applicable to the respective JEDD, and the Parties may individually or mutually agree to allocate JEDD revenue to specific Public Infrastructure Improvements or for any other lawful purpose pursuant to ORC Section 715.72 and the individual JEDD contract applicable to the respective JEDD. The Parties agree that, as a condition precedent for the construction of public infrastructure improvements (including sewer service pursuant to Section 5 hereof) by the Township or the Village or the commencing of commercial, mixed use or industrial development or redevelopment of any real property within the Cooperative District, the Township and the owner of the real property on which the development or redevelopment is to occur shall enter into one or more legally enforceable instruments requiring the property owner to consent to having its real property added to a new or existing JEDD (as applicable) so that the real property will become subject to all provisions, requirements and obligations of the JEDD contract applicable to the respective JEDD. The Parties intend to work collaboratively to enforce this provision to the greatest extent possible. The Parties agree that all properties that are eligible for inclusion pursuant to ORC Section 715.72 and have submitted development plans to the Township for approval shall be required to join or be included in a JEDD within sixty (60) days of the submission of development plans to the Township, all pursuant to one or more legally enforceable instruments. This Agreement shall not be interpreted to prohibit the Parties from adding any real property that is located outside of the Cooperative District to the territory of one or more JEDDs, but only if they mutually agree to such an addition. The Parties agree that only commercial, mixed use or industrial development plans shall be approved and included in a JEDD and that this requirement does not apply to developments consisting only of residential assets.

Subject to any required reviews of and approvals by their respective legislative authorities as contemplated under ORC Section 715.72, the Parties will take all steps necessary to create and enter into a respective JEDD contract for the establishment of a new JEDD or for the expansion of an existing JEDD pursuant to ORC Section 715.72. Notwithstanding the foregoing, the Parties recognize that the applicable statutory procedures may result in modifications to the form of one

or more JEDD contracts which differ from the JEDD Template and the Parties may provide for such modifications to the JEDD Template if they are mutually acceptable to the Parties without modification of this Agreement. Upon receipt of final and legally effective approvals of a JEDD contract and its full execution, the executed JEDD contract shall be binding upon the Parties regardless of whether or not its form materially differs from the JEDD Template attached hereto as Exhibit B.

The primary purposes of each JEDD will be to (a) facilitate the funding of the construction, operation, maintenance, repair, and replacement of new public infrastructure improvements to serve real property which is contained within that JEDD, or the funding of upgrades, enhancements, or modifications to existing public infrastructure improvements which serve such real property, as permitted under and as contemplated by an applicable JEDD contract, (b) upgrade Township facilities, (c) provide the Township with a new and continuing revenue source for its operational and capital investment needs, and (d) for public safety, each as permitted pursuant to ORC Section 715.72 and the applicable JEDD contract. The aforementioned public infrastructure improvements shall include but not be limited to public streets; water lines; sanitary sewer lines; stormwater management infrastructure; leisure paths; landscaping within right-of-way; acquisition of land for public purposes (such as but not limited to parks and open spaces); Township facilities, gas, electric and communications services infrastructure; fiber optics lines; similar or other quasi-public or private utilities; and similar or related improvements relating to any of the foregoing.

Pursuant to the JEDD Template and the JEDD contract applicable to a respective JEDD, the Parties mutually agree that the Village, or one or more third party collection agents on the Village's behalf, shall distribute revenues generated from any JEDD with fifty percent (50%) allocated to the Township and fifty percent (50%) allocated to the Village, to be used by each for eligible costs under ORC Section 715.72 and the applicable JEDD contract.

Section 4. Incentives.

(a) Community Reinvestment Area and Enterprise Zone Incentives. Throughout the term of this Agreement and to the extent permitted by applicable law, the Township shall be permitted to authorize real property tax exemptions to property owners within the Cooperative District, including areas within the Cooperative District that may be included within any applicable JEDD, pursuant to the provisions referenced in ORC Section 715.72(U), but only with the written consent of the Village. For the avoidance of doubt, but only to the extent permitted by applicable law, the Township shall be permitted to authorize real property tax exemptions to property owners pursuant to the creation of one or more Enterprise Zones pursuant to ORC Chapter 5709 or Community Reinvestment Areas pursuant to ORC Chapter 3735, but only with the written consent of the Village. To the extent that a real property tax exemption contemplated in this Section requires action by, or the consent or approval of, any other governmental body, agency, or entity (for example Delaware County, Ohio or the State of Ohio), the Parties agree to work cooperatively and in good faith to support the pursuit and attainment of such action, consent, or approval, but only with the written consent of the Village.

(b) Tax Increment Financing. The Parties agree to pursue all actions which are necessary to establish one or more TIFs within the Cooperative District. The Parties may pursue separate and distinct TIFs to include various portions of the Cooperative District. The Parties

agree that TIF revenues may be used for any lawful purpose pursuant to ORC Sections 5709.41, 5709.73, 5709.74, 5709.75, 5709.82, 5709.83, and their related rules and laws (the “TIF Statutes”). The Parties agree that, as a condition precedent for the construction of public infrastructure improvements (as defined pursuant to the TIF Statutes, including but not limited to, sewer service pursuant to Section 5 hereof) by the Township or the Village or the commencing of any development or redevelopment of any real property within the Cooperative District, the Township shall authorize one or more applicable TIFs with respect to such real property. The Parties intend to work collaboratively to enforce this provision to the greatest extent possible. The Parties agree that for all real property that is eligible for inclusion within and for which development plans have been submitted to the Township for approval, the Township shall authorize one or more applicable TIFs within sixty (60) days of the submission of development plans to the Township. This Agreement shall not be interpreted to prohibit the Parties from including any real property that is located outside of the Cooperative District in one or more TIFs applicable to the Cooperative District, but only if they mutually agree to such inclusion. In the event the Township authorizes a TIF for a development occurring in the Cooperative District, net TIF revenue deposited into the Township’s applicable TIF fund will be applied to costs for public infrastructure improvements defined pursuant to the TIF Statutes. For the avoidance of doubt, TIF revenue shall be apportioned with fifty percent (50%) allocated to pay for Township costs of public infrastructure improvements permitted pursuant to the TIF Statutes and fifty percent (50%) allocated to the Village from the TIF fund to pay for Village costs of public infrastructure improvements permitted under the TIF Statutes until the TIF expires. The Township and the Village may enter into one or more mutually acceptable agreements allowing the Township to reimburse the Village for its costs of public infrastructure improvements permitted pursuant to the TIF Statutes. At the expiration of any applicable TIF, any remaining funds which are transferred to the Township’s General Fund pursuant to ORC Section 5709.75(F) shall be split pursuant to a mutually acceptable agreement between the Township and the Village with fifty percent (50%) of such amount allocated to the Village and fifty percent (50%) of such amount allocated to the Township.

(c) New Community Authority. The Parties agree to pursue all actions which are necessary to establish one or more NCAs within the Cooperative District or to cause the expansion of an existing NCA to include the real property comprising the Cooperative District. The Parties will, from time-to-time, and as necessary to accommodate proposed development, cooperate with regard to expanding the NCAs pursuant to ORC Section 349.03(B) but the Parties may pursue separate and distinct NCAs to include various portions of the Cooperative District, provided in all respects that the one or more applicable NCAs shall be initially established upon real property owned or controlled by the Township and the Village shall be entitled to select three (3) seats on the Board of Trustees of the applicable NCA and the Township shall be entitled to select four (4) seats on the Board of Trustees of the applicable NCA.

The Parties agree that NCA revenues may be used for any lawful purpose pursuant to ORC Chapter 349 and the documentation establishing the applicable NCA. The Parties agree that, as a condition precedent for the construction of community facilities, land development, land acquisition, or the provision of NCA services (as defined pursuant to ORC Chapter 349 and including, but not limited to, sewer service pursuant to Section 5 hereof) by the Township or the Village or the commencing of any development or redevelopment of any real property within the Cooperative District, the Township and the owner of the real property on which the development or redevelopment is to occur shall enter into one or more legally enforceable instruments requiring

the property owner to consent to having its real property added to a new or existing NCA (as applicable). The Parties intend to work collaboratively to enforce this provision to the greatest extent possible. The one or more legally enforceable instruments shall provide that (i) the property owner shall consent to the addition of the real property that it owns to the territory of an existing or to be formed NCA and (ii) the execution and recording in the offices of the Delaware County Recorder of one or more Declarations of Covenants and Restrictions or one or more Supplemental Declarations of Covenants and Restrictions, as applicable, binding the real property to the restrictions of the applicable NCA. The Parties agree that all real property that is eligible for inclusion pursuant to ORC Chapter 349 and for which development plans have been submitted to the Township for approval shall be required to join or be included in an existing NCA within sixty (60) days of the submission of development plans to the Township. This Agreement shall not be interpreted to prohibit the Parties from adding any real property that is located outside of the Cooperative District to the territory of one or more NCAs, but only if they mutually agree to such an addition. Upon the execution of one or more legally enforceable instruments requiring that a property owner add the real property that it owns to the territory of one or more applicable NCAs, the Township shall pursue the creation of one or more NCAs for that portion of the Cooperative District or commence the process to add such portion of the Cooperative District to the territory of an existing NCA, all pursuant to ORC Section 349.03. The Township shall diligently pursue the approval of the foregoing and the Village agrees to provide its reasonable support thereof, including, without limitation, providing a representative to attend any public hearings before the applicable legislative authorities relating to the formation, expansion, or administration of the applicable NCA.

The Parties agree that the documentation required to establish an applicable NCA shall allow for the applicable NCA to levy Community Development Charges (as such term is defined pursuant to ORC Section 349.01) in a dollar amount determined on the basis of the assessed valuation of real property with (i) a minimum millage of six (6) mills for residential land uses or projects and (ii) a minimum of (4) mills for commercial, light industrial or mixed-use projects. Where appropriate, however, the Parties may agree to additional forms of Community Development Charges permitted under ORC Chapter 349. The Parties intend to allow for the division of the Community Development Charges levied by the applicable NCA, as follows, which may be memorialized pursuant to one or more cooperative agreements, funds custodian agreements, or other instruments agreed to between the Village, the Township, and the Board of Trustees of the applicable NCA from time to time and shall be memorialized in the petition or the one or more declarations of covenants and restrictions establishing the applicable NCA:

- (i) For any real property within the Cooperative District subject to any TIF and continuing for the duration of any TIF, the Parties agree that all Community Development Charge revenue generated by an applicable NCA shall be apportioned with fifty percent (50%) allocated to the Township and fifty percent (50%) allocated to the Village, provided that such Community Development Charges shall be used for eligible purposes pursuant to ORC Chapter 349.
- (ii) For any real property within the Cooperative District not subject to any TIF or following the expiration or termination of any TIF, the Parties agree that all Community Development Charge revenue generated by an applicable NCA shall be apportioned: (1) with the Village receiving a minimum of four (4) mills for Community Development Charges levied by an

applicable NCA with respect to residential land uses or projects and the Township receiving a minimum of two (2) mills, unless otherwise agreed in writing, and (2) the Village receiving a minimum of three (3) mills with respect to commercial, light industrial or mixed-use projects and the Township receiving a minimum of one (1) mill, unless otherwise agreed in writing, provided that such Community Development Charges shall be used for eligible purposes pursuant to ORC Chapter 349.

(d) Equalization. Upon the execution of this Agreement and during each year this Agreement remains in effect, the Village and Township shall, together with the applicable Board of Trustees of a JEDD or NCA, or one or more third party collection agents as the case may be, calculate the revenues generated and distributed with respect to an applicable JEDD, NCA, and TIF referenced in Sections 3 and 4 for the prior year and provide those calculations to the other Party by February 1 of each calendar year. In the event that the revenues to be received by the Village and the Township described in Sections 3 and 4 are not in accordance with this Agreement, the Parties agree to redistribute revenues or collaboratively work with the Board of Trustees of an applicable JEDD or NCA to redistribute revenues in accordance with this Agreement (the "Equalization Payment"). Notwithstanding the foregoing, the Parties understand and agree that revenues generated and distributed with respect to an applicable JEDD, NCA, or TIF are to be segregated and not comingled with one another and no Equalization Payment shall be made to any Party which would result in comingling of funds and that, as a result, individual Equalization Payments shall be made with respect to individual revenue sources derived from JEDD, NCA, and TIF programs.

(e) Equalization Notice. In the event the Parties dispute the amount of any Equalization Payment as calculated pursuant to Section 4(d) of this Agreement, the aggrieved Party shall certify the basis for the dispute and the amount that the Party claims is the correct amount of the Equalization Payment by sending an equalization notice (defined below). Such dispute must be certified to the other party within sixty (60) days of the receipt of or payment of any Equalization Payment. Within fifteen (15) days thereafter, the Parties or their designees, shall meet to discuss and resolve the dispute. In the event the Parties are unable to mutually agree on the amount of the Equalization Payment, the parties shall next mutually select an impartial arbitrator to settle the dispute and determine the amount of the Equalization Payment. The cost of such arbitration shall be borne equally by the Parties in the event that they are able to mutually arrive at a settlement of such dispute and in the event that they are unable to arrive at a mutually acceptable settlement and the arbitrator is required to make a decision the cost of such arbitration shall be borne by the losing party to such arbitration. The Parties shall then pay such agreed amount or determined amount within thirty (30) days thereafter; provided that nothing contained in this Section shall limit either Party's ability, after payment and receipt of such Equalization Payment, to seek recovery of amounts deemed overpaid or underpaid through action initiated in a court of competent jurisdiction within Delaware County, Ohio. The Parties shall deliver the Equalization Notice in accordance with Section 8(a) of this Agreement.

Section 5. Public Infrastructure Improvements.

(a) Sanitary Sewer Services. Except as otherwise provided herein, the Village shall be the exclusive provider of sanitary sewer services in the Cooperative District. The Village shall have an obligation to provide sanitary sewer services to the Cooperative District, subject to

compliance by the Township and applicable real property owners with Sections 3 and 4 hereof in all respects, and no annexation by property owners shall be required to receive such services.

The Parties agree to work together and in good faith to provide for sewer service to any project seeking development plan approval within the Cooperative District, but only where that project is in compliance with Sections 3 and 4 hereof with respect to authorizations required from time to time to establish an applicable TIF, JEDD, or NCA, each to the extent permitted by law; all provided that the Village determines that financing exists for the sewer costs, that the Village has capacity to serve the proposed project, and that the sewer line extension is feasible as determined by the Village in its reasonable discretion. "Feasible" shall be defined as whether the Village determines that it has (a) engineering capability and (b) the financial capacity to undertake the proposed project. Upon notice from the Township of a proposed project requiring a sewer line extension, the Village shall have ninety (90) days to make a determination that it has the engineering and financing capability for the proposed project. There is a presumption of feasibility from an engineering perspective for any project within the Cooperative District, unless the Ohio Environmental Protection Agency provides a permit for the project to be served by Delaware County, Ohio. Any property which has sanitary sewer service provided by Delaware County, Ohio shall remain within the Cooperative District and be subject to the terms of this Agreement. Any bonds, bond in anticipation of bonds, or notes for sewer development projects may be issued by one or more conduit issuers or through reimbursements in the forms of the revenues generated with respect to any applicable JEDD, TIF, or NCA, but only to the extent permitted by generally applicable Ohio law. However, the Village shall not be obligated to pay for the costs of the development of any sewer development projects on behalf of the Township. Any sanitary sewer usage rates, tap fees or any other related fees charged by the Village currently and hereafter to property owners in the Cooperative District shall equal the same rate or amount as paid by Village property owners (the "Rates"), as the same may be modified from time to time in accordance with the Village's fee schedule and subject to any permitted adjustment as identified in this Section. The Parties acknowledge and agree that standard fees, Rates or other charges for the connection to, or use of sanitary sewer system Rates, are set forth in the Village's municipal code and the current fees and Rates applicable are set forth on Exhibit C, attached hereto. Upon written request of either Party, however, the Parties may review the Rates no more frequently than every five (5) years during the Term of this Agreement and the fees and Rates applicable may be adjusted pursuant to one or more mutually acceptable agreements of the Parties based upon: (1) the Village or Township's growth plans; (2) the Township's actual usage of the sanitary sewer system; (3) any anticipated changes in the nature or timing of future development associated with the Township or Village; and (4) the Village's need to recover any unreimbursed costs of designing and constructing any additional or expanded sewer infrastructure necessary to service the Cooperative District. Any approved changes to the fees and Rates that deviate from the standard fees or other charges for the connection or use of the sanitary sewer systems shall be memorialized via an amendment to this Agreement and Exhibit C attached hereto. Notwithstanding anything to the contrary, however, the Parties acknowledge that the Rates shall not be reduced below those paid by Village property owners.

(b) Other Public Infrastructure Improvements. The Parties may collaborate to facilitate the funding of the construction of other public infrastructure improvements or upgrades, enhancements, or modifications to existing public infrastructure improvements using funds generated from an applicable JEDD, TIF, or NCA, to the extent permitted pursuant to generally

applicable Ohio law with respect to an applicable JEDD, TIF, or NCA, and any other legally permissible source when necessary or mutually desirable, as determined by the Parties to further economic development within the Cooperative District. The Parties further understand that ORC Section 715.72 with respect to applicable JEDDs, the TIF Statutes with respect to applicable TIFs, and ORC Chapter 349 each define the scope of public infrastructure improvements individually and that the Parties shall determine the eligibility of certain public infrastructure improvements in accordance with generally applicable Ohio law.

Section 6. Services. The Parties agree to the provision of services within the Cooperative District as follows:

(a) Police Protection. Police and law enforcement services within the Township are provided by the Delaware County Sheriff's Office. Police and law enforcement services within the Cooperative District shall be provided in the same manner as other unincorporated areas of the Township, subject to any mutual aid agreement between the Delaware County Sheriff's Office and the Village or other parties as may be required from time to time.

(b) Fire and EMS. Fire protection services and emergency medical services ("EMS") within the portion of the Township within which the Cooperative District is located are provided by the Harlem Township Fire District. Fire protection services and EMS within the Cooperative District shall be provided in the same manner as if this Agreement were not effective, subject to any mutual aid agreements with other parties as may be required from time to time.

(c) Street Maintenance. Maintenance and repair of public streets and related improvements shall be the responsibility of the Township, the Ohio Department of Transportation, or Delaware County, Ohio, where applicable, unless the Village and the Township enter into one or more mutually acceptable maintenance agreements, in writing, whereby, the Village assumes responsibility for the maintenance or repair of public streets or related improvements. Revenues derived from an applicable JEDD, NCA, or TIF, to the extent permitted pursuant to generally applicable Ohio law, or any other legally permissible source shall be permitted to provide funding for street maintenance costs within the Cooperative District.

(d) Zoning and Planning. The Township shall apply and administer all zoning regulations within the Cooperative District. The Township agrees to create a long-range recommended land use plan within the Cooperative District (a "CEDA Land Use Plan"). The Village shall have the right to provide comments over the CEDA Land Use Plan prior to its adoption by the Township. After the approval and adoption of a CEDA Land Use Plan by the Parties, such Land Use Plan shall be incorporated into the Township's Comprehensive Land Use Plan. Prior to and after the adoption of the CEDA Land Use Plan, the Township agrees to notify the Village Administrator, or designee, of any rezoning, development plan, conditional use, or other land use entitlement applications that are filed by property owners or other applicants for property located within the Cooperative District and to provide a reasonable time for the Village to provide its comments on the same. In the event that a property owner or other applicant files for any rezoning, development plan, conditional use, or other land use entitlement application that is not consistent with the CEDA Land Use Plan, the Village shall have the right to provide comments on the same.

Section 7. CEDA Administration

- (a) CEDA Representatives. Not later than forty five (45) days after the effective date of this Agreement, (i) the Board of Township Trustees shall adopt a resolution appointing the Designated CEDA Representative of the Township, (ii) the Mayor, with consent of the Council of the Village, shall appoint a Designated CEDA Representative of the Village, and (iii) the CEDA Representatives of the Township and the Village shall appoint a third Designated CEDA Representative. Each Designated CEDA Representative shall serve a term not to exceed one (1) year which shall end on December 31st of the appointed year. There is no limit to the number of terms a Designated CEDA Representative can serve. Each Designated CEDA Representative shall be responsible for communicating and consulting with the other Designated CEDA Representatives with respect to all matters affecting the Cooperative District, administering this Agreement, advising various official bodies with respect to the activities within the Cooperative District, and planning the orderly and mutually beneficial development of the Cooperative District.
- (b) Meetings. Upon the invitation of either the Village or the Township, the Designated CEDA Representatives shall meet quarterly, or as otherwise agreed, in order to assess the effects of this Agreement and to discuss methods of cooperation and plans for development in and for the Cooperative District. Notwithstanding anything to the contrary, however, The Designated CEDA Representatives operate only in an advisory capacity to the legislative authorities of the Village and the Township. Any changes to this Agreement may only be made in accordance with Section 8 of this Agreement.

Section 8. Default and Remedies.

In accordance with ORC Section 701.07(E), if any Party believes any other Party has failed to perform its part of any provision of this Agreement, including the failure to make any payment of moneys due under this Agreement or regarding compliance with Sections 3 and 4 hereof regarding any JEDD, TIF, or NCA, the complaining Party shall give notice to the other Party clearly stating what breach the complaining Party believes has occurred. The Parties shall cooperate with each other to resolve the dispute in a timely manner and in a manner that is mutually agreeable among the Parties. In the event that the Parties are unable to agree upon a mutually acceptable resolution within ninety (90) days after the date of the written notice herein, the Parties shall submit the dispute to arbitration in the manner specified in ORC Section 1332.08. If the arbitration panel finds that the alleged breach has occurred, the Party in breach has ninety (90) days from the receipt of the arbitration panel opinion to cure the breach. If the breach has not been cured within that ninety (90) day period, the complaining Party may sue for the recovery of the money due under this Agreement, sue for specific enforcement of this Agreement, or terminate this Agreement by giving notice of termination to all other Parties.

In addition to the foregoing, and notwithstanding anything to the contrary, the Village may expressly determine not to provide sanitary sewer services pursuant to this Agreement to any real property located within the Cooperative District in the event of a breach of Sections 3 or 4 of this Agreement with respect to the authorization of one or more applicable JEDDs, TIFs, or NCAs.

Section 9. Miscellaneous Provisions.

(a) Notices. Any notice or consent required or permitted to be given by or on behalf of either Party to the other shall be given by mailing such notice or consent by United States certified or registered mail, postage prepaid and return receipt requested, or via a reputable express overnight mail service which provides proof of delivery addressed to the parties as set forth below or at such other address as may be specified from time to time in writing delivered to the other Party. Notices shall be effective upon receipt or refusal, as the case may be.

The Township at:
Harlem Township Board of Trustees
3883 S State Route 605
Galena, Ohio 43021

With a copy to:
Peter Griggs, Esq.
Brosius, Johnson & Griggs, LLC
6797, Suite 100
Columbus, Ohio 43215

The Village at:
Village of Galena
Attn: Village Administrator
109 Harrison Street
P.O. Box 386
Galena, Ohio 43021

With a copy to:
Bricker Graydon Wyatt LLP
Attn: Rob McCarthy, Esq.
100 South Third Street
Columbus, Ohio 43215

(b) Waivers. All waivers of the provision of this Agreement must be in writing and signed by the appropriate authorities of the Village and the Township, and all amendments hereto must be in writing and signed by the appropriate authorities of the Village and the Township. No consent or waiver, express or implied, by either Party to or of any breach of any covenant, condition, or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty to be observed by the other Party.

(c) Severability. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect.

(d) Authority. Each Party to this Agreement hereby represents and warrants that it is executing this Agreement with the full and proper authority and that the Parties whose names

appear hereon are duly authorized and empowered to make and execute this Agreement and that this Agreement is supported by consideration.

(e) Counterparts. This Agreement may be executed in counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Facsimiles or copies of signatures (in.PDF or any other form) shall be considered to be original signatures.

(f) Further Actions. The Parties agree to execute such additional documents, and take such further actions, as may reasonably be required to carry out the provisions and intent of this Agreement.

(g) Amendments and Modifications. Except as otherwise provided herein, this Agreement may be amended by the Parties only in writing and only following formal legislative approval of such amendment by both the Township Board of Trustees and the Galena Village Council.

(i) Subject to Appropriation. The financial obligations of the Village and the Township, as applicable, under this Agreement are expressly subject to future ordinances or resolutions of the Village Council or the Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Notwithstanding anything to the contrary contained in this Agreement, however, the financial obligations of the Village and the Township, respectively under this Agreement, shall, to the extent funds are then available, be a continuing obligation to appropriate the amount necessary to pay such obligations as they become due.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Village and the Township have caused this Agreement to be executed by their duly authorized officers so as to be effective on the Effective Date.

**TOWNSHIP OF HARLEM,
DELAWARE COUNTY, OHIO**

VILLAGE OF GALENA, OHIO

By: _____
Adam Holliday, Trustee

By: _____
Jeff Kinnell, Mayor

By: _____
Jon Trainer, Trustee

Approved as to form:

By: _____
Robert Singer, Trustee

_____, Law Director

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Harlem Township, Delaware County, Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the fiscal year 2026 under the foregoing Agreement have been lawfully appropriated by the Board of Trustees of Harlem Township, Delaware County, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Lisa Hursey, Fiscal Officer
Harlem Township, Delaware County, Ohio

Dated: [_____] [____], 2026

VILLAGE FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of the Village of Galena, Ohio, hereby certifies that the moneys required to meet the obligations of the Village during the fiscal year 2026 under the foregoing Agreement have been lawfully appropriated by the Village Council of the Village for such purpose and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Michelle Dearth, Fiscal Officer
Village of Galena, Ohio

Dated: [_____] [____], 2026

EXHIBIT A

Cooperative District

The Cooperative District includes all real property described and depicted in this Exhibit A, as may be amended from time to time pursuant to this Agreement, which as of the date of this Agreement, is located within Delaware County, Ohio, and consists of the parcel numbers listed below (including any subsequent combinations and/or subdivisions of the current parcel numbers):

EXHIBIT B
JEDD Template

(Please See Attached)

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BY AND BETWEEN

VILLAGE OF GALENA, OHIO

AND

HARLEM TOWNSHIP (DELAWARE COUNTY), OHIO

Dated as of

_____, 2026

TABLE OF CONTENTS

<u>Item</u>	<u>Page</u>
ARTICLE I DEFINITIONS	2
Section 1.1 Definitions	2
Section 1.2 Interpretations	3
Section 1.3 Captions and Headings	3
ARTICLE II JOINT ECONOMIC DEVELOPMENT DISTRICT	4
Section 2.1 Creation and Territory	4
Section 2.2 Purpose	4
Section 2.3 Contributions	4
Section 2.4 Economic Development Plan	5
ARTICLE III TERM	6
Section 3.1 Term	6
Section 3.2 Prior Termination	6
Section 3.3 Actions upon Termination	6
ARTICLE IV THE BOARD	7
Section 4.1 Creation, Membership and Appointment of the Board	7
Section 4.2 Board Officers and Procedures	8
Section 4.3 Powers and Duties of the Board	8
ARTICLE V JEDD INCOME TAX	11
Section 5.1 Authorization to Levy JEDD Income Tax	11
Section 5.2 Allocation of Proceeds of the JEDD Income Tax	11
ARTICLE VI MISCELLANEOUS	12
Section 6.1 Fiscal Year	12
Section 6.2 Reports and Records	12
Section 6.3 Amendments	12
Section 6.4 Support of Contract; Execution of Other Documents	12
Section 6.5 Binding Effect	13
Section 6.6 Counterparts	13
Section 6.7 Severability	13
Section 6.8 Governing Law and Choice of Forum	13
Section 6.9 Notices and Payments	13
Section 6.10 Entire Agreement	14
SIGNATURE PAGE	15
FISCAL OFFICERS' CERTIFICATIONS	16
EXHIBIT A - HARLEM-GALENA CEDA JOINT ECONOMIC DEVELOPMENT DISTRICT NO. 1	A-1
EXHIBIT B - ECONOMIC DEVELOPMENT PLAN	B-1

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

This Joint Economic Development District Contract (this “Contract”) dated as of _____, 2026 is entered into by and between the Village of Galena, Ohio (the “Village”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and laws of the State of Ohio (the “State”), and Harlem Township (Delaware County), Ohio (the “Township”), a township and political subdivision organized and existing under the laws of the State. (Capitalized terms and words used, but not otherwise defined, in this Contract have the meanings assigned to them in Article I.)

WITNESSETH:

WHEREAS, the JEDD Statutes authorize a municipal corporation and a township to enter into a contract to provide for the creation of a joint economic development district; and

WHEREAS, the Village and the Township desire to create a joint economic development district for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State and in the areas of the Village and the Township; and

WHEREAS, pursuant to the JEDD Statutes, the Constitution and laws of the State, the Charter and ordinances of the Village and resolutions of the Township, the Village and the Township desire to enter into this Contract to set forth their agreements with respect to the JEDD, including, but not limited to, their contributions to the JEDD, the creation of the Board, the powers and duties of the Board and the distribution of proceeds of the JEDD Income Tax;

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, representations and covenants set forth in this Contract, the Village and the Township agree as follows:

(Remainder of Page Intentionally Left Blank)

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. In addition to “Contract”, “Village”, “State” and “Township” defined above, the following capitalized words and terms shall have the following meanings:

“Board” shall mean the Board of Directors of the JEDD established in accordance with the JEDD Statutes and this Contract.

“County” means the County of Delaware, Ohio.

“Effective Date” means the date immediately succeeding the occurrence of all of the following: (i) the Village’s and Township’s execution of this Contract, (ii) the thirty-second day after the adoption of the Township’s resolution authorizing this Contract, and (iii) the expiration of any statutory period permitting a referendum of the Township’s resolution or the Village’s ordinance authorizing this Contract.

“Gross Revenues” means the proceeds of the JEDD Income Tax, less refunds.

“Net Revenues” means Gross Revenues less amounts due to the Village and the Township pursuant to the JEDD Income Tax Agreement.

“JEDD” means the Harlem-Galena CEDA Joint Economic Development District No. 1 created pursuant to the JEDD Statutes and this Contract and includes the real property described and depicted in Exhibit A to this Contract.

“JEDD Income” means (i) the income earned by persons working in the JEDD and (ii) the net profits of businesses located in the JEDD.

“JEDD Income Tax” means the tax on JEDD Income levied by the Board in accordance with the provisions of this Contract.

“JEDD Income Tax Agreement” means that agreement to be entered into by and between the Board and the Village providing for the Village to (i) administer, collect and distribute the JEDD Income Tax in accordance with the Contract and (ii) act as the fiscal agent of the JEDD and the Board.

“JEDD Statutes” means Ohio Revised Code Sections 715.72 through 715.81.

Section 1.2 Interpretations. Any reference herein to the County, the Village, the Township or the Board or to any officer or employee of the County, the Village, the Township or the Board, includes the entities, officers or employees succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law, or the entities, officers or employees lawfully performing their respective functions, duties or responsibilities.

Any reference herein to a section or provision of the Constitution of the State, the Ohio Revised Code, the Charter of the Village or legislation of the County, the Village or the Township or any statute of the United States of America, includes that section or provision as amended, modified, revised, supplemented or superseded from time to time; provided, however, that no amendment, modification, revision, supplement or superseding section or provision shall be applicable to this Contract solely by reason of this Section 1.2 if such amendment, modification, revision, supplement or superseding section or provision constitutes an impairment of the rights or obligations of the Village, the Township or the Board under this Contract.

Unless the context clearly indicates otherwise, words importing the singular number include the plural number and vice versa. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and similar terms refer to this Contract. The term “hereafter” means after, and the term “heretofore” means before, the date of this Contract. Words of any gender include the correlative word of the other genders unless the context clearly indicates otherwise.

Unless the context clearly indicates otherwise, any reference to a “Section” is a reference to a section of this Contract.

Section 1.3 Captions and Headings. The captions and headings in this Contract are solely for convenience of reference and do not define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses herein.

(End of Article I)

ARTICLE II

JOINT ECONOMIC DEVELOPMENT DISTRICT

Section 2.1 **Creation and Territory.** The Village and the Township hereby create the “Harlem-Galena CEDA Joint Economic Development District No. 1” consisting of real property described and depicted in Exhibit A to this Contract.

Section 2.2 **Purpose.** The Village and the Township are creating the JEDD for the purpose of facilitating economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State and in the areas of the Village and the Township.

Section 2.3 **Contributions.**

(a) The Township:

(i) shall furnish or cause to be furnished to the JEDD all usual and customary governmental services furnished by the Township to the other territory of the Township, including, but not limited to maintenance of township roads, snow removal and general administration; and

(ii) shall or shall cause: certain improvements to property located within the JEDD to be declared a public purpose, the increased value of such property to be exempt from real property taxes for a period of time, the owner(s) of such property to be required to pay service payments in lieu of taxes, and the receipts of such service payments to be used to pay costs of public infrastructure benefitting such property and the JEDD, all in accordance with the Ohio Revised Code; and

(iii) may furnish to the JEDD such services allowed by law as the Township and the Board deem appropriate and agree.

(b) The Village:

(i) shall cooperate with and assist the Board in activities that promote, complement and benefit economic development in the JEDD; provided, however, the Village is not expected or required to undertake any such activity to the detriment of economic development in the Village; and

(ii) shall cooperate with and assist the Township on issues affecting the JEDD, such as planning, zoning and building standards and review; and

(iii) shall provide the services set forth in the Income Tax Agreement;
and

(iv) may furnish such services allowed by law as the Village and the Board agree upon.

Section 2.4 **Economic Development Plan.** The Economic Development Plan for the District shall consist of that Economic Development Plan attached hereto and incorporated herein as Exhibit B to this Contract.

(End of Article II)

ARTICLE III TERM

Section 3.1 **Term.** The initial term of this Agreement shall commence on the date that the Agreement is first effective, being the date that is thirty-one (31) days after the Agreement is approved in accordance with ORC Section 715.72(M)(3) and shall be for a period of fifty (50) years. This Agreement shall automatically extend for two renewal terms of twenty-five (25) years each in duration unless (i) either the Township or Village notifies the other Contracting Party in writing at least one year prior to the expiration of the original term that it does not intend to renew this Agreement, or (ii) either the Township or the Village notifies the other Contracting Party in writing at least one year prior to the expiration of the original term or any renewal term that it is requesting to extend this Agreement beyond the originally contemplated term of fifty (50) years or the originally contemplated renewal term of twenty-five (25) years, as applicable, in which case this Agreement shall extend in accordance with such written request if such written request is accepted by the other Contracting Party. In the event of any expansion of the District pursuant to Section 6 herein, the Agreement shall begin a new Initial Term, followed by up to two Renewal Terms pursuant to the terms herein.

The Agreement shall continue in existence throughout its term and shall be binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or otherwise.

The provision herein for the initial term and any extension of this Agreement recognizes that the accrual of benefits to the Contracting Parties resulting from this Agreement may take decades.

Section 3.2 **Actions upon Termination.** Upon termination of this Contract:

(a) the Board shall remain in office for six months to provide for an orderly termination of the JEDD; and

(b) the levy of the JEDD Income Tax shall cease, but the JEDD Income Tax levied prior to the termination shall be collected and distributed in accordance with Article V of this Contract; and

(c) 50% of any remaining assets of the JEDD shall be distributed to the Village and 50% of such remaining assets shall be distributed to the Township; provided, however, if any such assets cannot be liquidated, the Village and the Township must agree on the value of such assets for their distribution; and

(d) the records of the JEDD shall be given into the custody of the Township and shall be available for inspection or audit by the Village or the Township.

(End of Article III)

ARTICLE IV THE BOARD

Section 4.1 Creation, Membership and Appointment of the Board.

(a) Pursuant to the JEDD Statutes, the Village and the Township hereby establish the Board to govern the JEDD.

(b) If on the Effective Date there are businesses located and persons working within the JEDD, the Board shall consist of: (i) one member representing the Village, (ii) one member representing the Township, (iii) one member representing the owners of businesses located within the JEDD, (iv) one member representing the persons working within the JEDD, and (v) one member selected by the above members.

(c) If on the Effective Date there are no businesses located or persons working within the JEDD, the Board shall consist of: (i) one member representing the Village, (ii) one member representing the Township, (iii) one member selected by the above members; provided, however, that if after the Effective Date a business locates or persons commence working within the JEDD, the Board shall be expanded to also include: (iv) a member representing the owners of businesses located within the JEDD, and (v) a member representing the persons working within the JEDD, and provided further that upon the termination of the member selected by the initial two members of the Board, thereafter that member shall be selected by the four members described in (i), (ii), (iv) and (v) of this paragraph.

(d) The Village shall appoint the members representing the Village and the owners of businesses located within the JEDD, and the Township shall appoint the members representing the Township and the persons working within the JEDD. The Village and the Township will make their initial appointment of members of the Board within 60 days after the Effective Date, and the terms of those members shall commence on the first day of the first month commencing 57 days after the Effective Date. The Board shall first meet within the first month that commences 57 days after the Effective Date and shall select the remaining member of the Board – the member described in (v) of paragraph (b) above or in (iii) of paragraph (c) above – within that month for a term commencing the first day of the immediately succeeding month. The initial terms of the members described in (i), (ii), (iii), (iv) and (v) of paragraph (b) above shall be one year, two years, three years, four years and four years, respectively. The initial terms of the members described in (i), (ii) and (iii) of paragraph (c) above shall be one year, two years and three years, respectively.

(e) The initial appointment of the members described in (iv) and (v) of paragraph (c) above shall be for a four-year term commencing on the first day of the same month as the terms of the members described in (i) and (ii) of paragraph (c) above commenced, and should commence the first such day after a business locates or a person commences working in the JEDD.

(f) After the initial terms of all members expire, the terms of all members shall be for four years; provided, however, each member shall continue to serve until the

member's successor is appointed; and provided further that upon termination of this Contract, the terms of the members then serving shall terminate six months after the termination of this Contract.

(g) The term of any person to fill a vacancy on the Board because of the death, resignation or removal of a member shall terminate when the term of the member removed, resigned or died would have terminated.

(h) The Village and the Township covenant to use their best efforts to timely appoint all members of the Board.

(i) The member described in (v) of paragraph (b) above or (iii) of paragraph (c) above shall serve as the Chairperson of the Board.

(j) The members of the Board shall not receive compensation for such membership or for their attendance at meetings of the Board but may be reimbursed for expenses incurred in performing their duties.

(k) Any member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board.

Section 4.2 Board Officers and Procedures. The Board shall enact bylaws or other procedures for the governance of the Board, including procedures for the election from its members of a Vice Chairperson and a Secretary-Treasurer; provided, however, the terms of such officers shall not be for a period longer than one year.

Section 4.3 Powers and Duties of the Board.

(a) In addition to the duty to enact bylaws or procedures set forth in Section 4.2, the Board shall:

(i) if it enacts the JEDD Income Tax as authorized by Section 5.1, enter into the JEDD Income Tax Agreement with the Village; provided that payments to the Village for services rendered pursuant to the Income Tax Agreement shall not exceed 4% of Gross Revenues for any calendar year during the term of the Income Tax Agreement; and

(ii) adopt an annual budget for the Board and the JEDD that estimates the revenues and expenses of the Board and the JEDD; and

(iii) establish an appropriations procedure to provide for payment of the expenses of the Board and the JEDD and the distribution of the JEDD Income Tax in accordance with Section 5.2.

(b) In addition to the authorization to levy the JEDD Income Tax set forth in Section 5.1, the Board is authorized to:

(i) take such actions necessary or convenient to carry out the powers granted in this Contract and/or the JEDD Statutes; and

(ii) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental or appurtenance thereto and the use thereof; and

(iii) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent from others, or operate, facilities for the JEDD; and

(iv) make available the uses or services of any JEDD facilities to one or more persons or government agencies or any combination thereof; and

(v) apply to the proper authorities of the United States pursuant to appropriate laws for the right to establish, operate and maintain foreign trade zones within the JEDD; and

(vi) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with the Village or the Township; and

(vii) promote, advertise and publicize the JEDD and its facilities, provide information relating to the JEDD and promote the interests and economic development of the JEDD, the Village, the Township, the County and the State; and

(viii) make and enter into contracts and agreements and authorize one or more officers of the Board to sign instruments necessary or incidental to the performance of its duties and the execution of its powers pursuant to this Contract and the JEDD Statutes; and

(ix) employ Administrators or other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the JEDD; and

(x) receive and accept from any federal or state agency, the Township, the Village, the County or other persons grants for or in aid of the construction, maintenance or repair of any JEDD facility, for research and development with respect to JEDD facilities or for programs or other projects of the JEDD, and receive and accept aid or contributions from any source money, property, labor or other items of value, to be used and applied for the purposes of such grants, aids or contributions and this Contract; and

(xi) purchase fire and extended coverage and liability insurance for any JEDD facility or office, insurance protecting the JEDD and its Board, officers and employees against liability arising from the operations or actions of the Board or the JEDD, and any other insurance the Board may determine to be reasonably necessary; and

(xii) provide guidance and directions on issues regarding tax abatements, economic development incentives, tax increment financing, zoning, traffic and infrastructure within the JEDD and make recommendations regarding the same to appropriate agencies.

(End of Article IV)

ARTICLE V JEDD INCOME TAX

Section 5.1 Authorization to Levy JEDD Income Tax. The Board is hereby authorized to enact legislation to (a) levy the JEDD Income Tax at the rate currently and hereafter levied by the Village on the income of individuals and the net profits of businesses, and (b) adopt regulations, rules or code for the administration, collection and enforcement of the JEDD Income Tax.

Section 5.2 Allocation of Proceeds of the JEDD Income Tax. The Village shall, on behalf of the JEDD, and pursuant to the JEDD Income Tax Agreement, collect and administer the JEDD Income Tax.

(a) All Revenues shall be allocated and distributed with fifty percent (50%) allocated to the Village and fifty percent (50%) allocated to the Township.

(c) Within 30 days of the last day of March, June, September and December of each year (or if any such date is not a business day, on the immediately succeeding business day), the Village shall, on behalf of the JEDD (i) pay from the Gross Revenues to the Village the amounts then due pursuant to (a) above, (ii) calculate and pay the amounts due from the Net Revenues for the prior three months to the Board, the Village and the Township pursuant to (b) above, and (iii) provide an accounting of the receipts and uses of the proceeds of the JEDD Income Tax for the prior three months, including, but not limited to, a summary of the amounts of JEDD Income Tax on individuals withheld by each Business. In the event that any amount due from the Net Revenues to the Board, the Village or the Township is a negative amount, then that negative amount shall be set off against the next amount to be paid.

(d) It is expressly understood and agreed that the Village and Township split JEDD administrative costs on a fifty-fifty (50/50) percentage basis.

(e) It is expressly understood and agreed that amounts received by the Board, the Village and the Township may be used by each of the entities for any lawful purpose in each's sole discretion.

(End of Article V)

ARTICLE VI MISCELLANEOUS

Section 6.1 **Fiscal Year.** The fiscal year of the JEDD shall commence on January 1 of each calendar year and shall terminate on December 31 of the same calendar year.

Section 6.2 **Reports and Records.** Within 30 days of the effective date of this Contract, the Board shall notify the Auditor of State of the State of Ohio of the creation of the JEDD and the Board.

Within three months after the end of each fiscal year of the JEDD, the Board shall compile and distribute to the Village and the Township a report setting forth all revenues received by the JEDD during the preceding fiscal year and all disbursements made during that fiscal year.

Within three months prior to the commencement of each fiscal year of the JEDD, the Board shall prepare and distribute to the Village and the Township a budget for that fiscal year, stating anticipated revenues and expenses of the JEDD.

All books, records, documentation, and financial information of the JEDD shall, upon request, be made available to the Village and the Township and their agents for review and/or audit. The Board and the JEDD shall fully cooperate with the Village or the Township in fulfilling such a request.

Section 6.3 **Amendments.** Except for any amendment of this Contract or the JEDD to increase the territory of the JEDD, this Contract may be amended by the Village and the Township pursuant to a written amendment authorized by the respective legislative authorities of the Village and the Township. Any real property located within the JEDD may be removed from the JEDD pursuant to a written amendment duly authorized by the Village and the Township. Following a duly authorized amendment removing real property from the JEDD, such property shall be deleted from the territory of the JEDD and is then no longer subject to the terms of the Contract. Any amendment of this Contract or the JEDD to increase the territory of the JEDD shall be subject to the provisions of the JEDD Statutes for adding areas to the JEDD.

Section 6.4 **Support of Contract; Execution of Other Documents.** The Village and the Township shall support this Contract and shall defend the same against any lawsuits brought against the JEDD, the Board, the Village or the Township in conjunction with the JEDD. The expenses and fees of the Board, the Village and the Township, including reasonable attorney fees, incurred in any lawsuit brought against the JEDD, the Board, the Village or the Township shall be paid or reimbursed from Gross Revenues.

The Village and the Township each agree to cooperate with the others in the implementation of this Contract and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Contract.

Section 6.5 **Binding Effect.** All rights, benefits, and privileges under this Contract shall inure only to the Village and the Township, and no third parties shall have any right to claim any

rights, benefits, or privileges under this Contract. Each covenant, agreement or obligation of the Village of the Township under this Contract is binding on each officer of the Village or Township, respectively, who has the authority or duty from time to time under the laws of the State to take any action which may be necessary or advisable to observe or perform the covenant, agreement or obligation.

Section 6.6 **Counterparts.** This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Contract.

Section 6.7 **Severability.** The invalidity or unenforceability of any one or more provision of this Contract shall not affect the validity or enforceability of the remaining provisions of this Contract or any part thereof and the same shall remain in full force and effect.

Section 6.8 **Governing Law and Choice of Forum.** This Contract shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question regarding this Contract or its breach will be decided in a court of competent jurisdiction within the State.

Section 6.9 **Notices and Payments.** All notices, demands, requests, consents or approvals given, required or permitted hereunder shall be in writing and shall be deemed sufficiently given if received or if hand delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to (i) (A) the Village at Village of Galena, Ohio, 109 Harrison Street, P.O. Box 386, Galena, Ohio 43021, Attention: Village Administrator, (B) the Township at Harlem Township, 1454 Rome Corners Road, Galena, Ohio 43021, Attention: Township Administrator, and (C) to the Board, at Chair, Board of Directors, Harlem-Galena CEDA Joint Economic Development District No. 1 at the business address for the JEDD in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

All payments shall be made to (i) (A) the Village at Village of Galena, Ohio, 1 South Sandusky Street, Galena, Ohio 43015, Attention: Fiscal Officer, (B) the Township at Harlem Township, 1454 Rome Corners Road, Galena, Ohio 43021, Attention: Fiscal Officer, and (C) to the Board, at Chair, Board of Directors, Harlem-Galena CEDA Joint Economic Development District No. 1 at the business address for the JEDD in the rules adopted by the Board, or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 6.9.

Section 6.10 **Entire Agreement.** This Contract is the only and entire agreement between the Village and the Township regarding the JEDD.

(End of Article VI)

IN TESTIMONY WHEREOF, the Village and the Township have subscribed to this JEDD Contract by their duly authorized officers:

**HARLEM TOWNSHIP
(DELAWARE COUNTY), OHIO**

Date: _____, 2026

By: _____
Township Administrator

VILLAGE OF GALENA, OHIO

Date: _____, 20125

By: _____
Village Administrator

FISCAL OFFICERS' CERTIFICATIONS

The undersigned fiscal officer of Harlem Township (Delaware County), Ohio hereby certifies that the moneys require to meet the obligations of the Township during the calendar year 2026 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Harlem Township (Delaware County), Ohio

The undersigned fiscal officer of the Village of Galena, Ohio hereby certifies that the moneys require to meet the obligations of the Village during the calendar year 2026 under the foregoing Joint Economic Development District Contract have been appropriated lawfully for that purpose, and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Village of Galena, Ohio

EXHIBIT A
HARLEM-GALENA JOINT ECONOMIC DEVELOPMENT DISTRICT
[INSERT MAP]

EXHIBIT B
ECONOMIC DEVELOPMENT PLAN

ECONOMIC DEVELOPMENT PLAN
FOR
HARLEM-GALENA CEDA JOINT ECONOMIC DEVELOPMENT DISTRICT NO. 1

The economic development plan for the Harlem-Galena CEDA Joint Economic Development District No. 1 (the “JEDD”) to be created pursuant to a Joint Economic Development District Contract (the “JEDD Contract”) by and between the Village of Galena, Ohio (the “Village”) and Harlem Township (Delaware County), Ohio (the “Township”) will be the (i) construction of certain commercial and mixed-use improvements in the CEDA District established by the Village and Township, and (ii) the construction of public infrastructure (the “Public Infrastructure”) to facilitate and support the commercial and mixed-use development, including, but not limited to, the construction of roadway improvements; construction and installation of public utility improvements; construction and installation of gas, electric and communication service facilities; construction and installation of stormwater and flood remediation projects and facilities; streetscape and landscaping improvements; acquisition of easements and other interests in real estate; and other public infrastructure located within the Village and the Township, together with all necessary or appropriate appurtenances.

The construction of the commercial and mixed-use improvements is expected to occur over the next 10-20 years.

The JEDD Contract provides that the Township shall furnish or cause to be furnished to the JEDD all usual and customary governmental services provided by the Township to similarly situated properties located in the unincorporated area of the Township outside of the JEDD, provide accommodation, if requested, for meetings of the Board, maintenance of the records of the JEDD and, if reasonably available, as determined by the Township, any necessary clerical staffing for the Board, and the Township may declare certain improvements to property located within the JEDD to be a public purpose, exempt the increased value of such property from real property taxes for a period of time, require the owner(s) of such property to pay service payments in lieu of the exempted real property taxes and use the receipts of such property taxes to pay costs of the Public Infrastructure, all in accordance with Ohio Revised Code Sections 5709.73, 5709.74 and 5709.75; and provide such services allowed by law as the Township and the board of directors (the “Board”) of the JEDD may agree. The JEDD Contract provides that the Village shall cooperate and assist the Board in activities that promote, compliment and benefit economic development in the JEDD; shall cooperate and assist the Township on issues affecting the JEDD, such as planning, zoning and building standards and review; administer, collect and distribute the income tax expected to be levied by the Board on the income of persons working in the JEDD and the net profits of businesses located in the JEDD; act as fiscal agent for the JEDD and the Board; and furnish such services allowed by law as the Village and the Board agree.

The JEDD Contract authorizes and anticipates the levy by the Board of a tax on the income of persons working or residing in the JEDD and the net profits of businesses located in the JEDD

at the same rate currently levied by the Village (currently 1.00%) for distribution to the Board, the Village and the Township.

EXHIBIT C
Sanitary Sewer Fees and Rates

Sewer service is billed monthly from Delco Water or Guardian and is included on the water bill.

The blended sewer rate based on consumption will be \$50.00 for the first 2,000 gallons and \$8.81 per each additional 1,000 gallons. The monthly maximum will be no more than \$75.00.