

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF LANCASTER, OHIO,

GREENFIELD TOWNSHIP (FAIRFIELD COUNTY), and

FAIRFIELD COUNTY, OHIO

[____], 2026

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To be added with final version.

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

This Cooperative Economic Development Agreement (this “Agreement”) dated as of [____], 2026 is entered into by and between the City of Lancaster, Ohio (the “City”), a municipal corporation and political subdivision organized and existing pursuant to the Constitution and the laws of the State of Ohio, Greenfield Township (Fairfield County), Ohio (the “Township”), a township and political subdivision organized and existing under the laws of the State of Ohio, and Fairfield County, Ohio (the “County”), a county and political subdivision organized and existing under the laws of the State of Ohio. Collectively these entities are referred to as the “Parties.” (Capitalized terms and words used, but not otherwise defined, in this Agreement have the meanings assigned to them in Article 1.)

WITNESSETH:

WHEREAS, Ohio Revised Code Section 701.07 authorizes the legislative authority of one or more municipal corporations and the legislative authorities of one or more townships to enter into cooperative economic development agreements and the board of county commissioners of one or more counties to become a party to a cooperative economic development agreement; and

WHEREAS, after providing residents of the CEDA Territory at least 30 days’ public notice in the manner required under Ohio Revised Code Section 701.07(A), the City, the Township, and the County jointly held a public hearing on [____], 2026 concerning this Agreement; and

WHEREAS, as required under Ohio Revised Code Section 701.07(C), the Township delivered, by certified mail, written notice to the Clerk of the Board of County Commissioners of the County (the “County Commissioners”) and to the Council of the City (the “City Council”) indicating its intent to include agreements permissible under Ohio Revised Code Section 701.07(C) in this Agreement and identifying which ordinances, resolution, or other regulations are to be addressed in the permissible agreements and the territory to which the agreements will apply; and

WHEREAS, the City Council by its [Ordinance/Resolution] [No.], adopted on [____], 2026, has determined to enter into this Agreement and to consent to the County becoming a party to this Agreement; and

WHEREAS, the Board of Township Trustees of the Township (the “Township Trustees”) by its Resolution [No.], adopted on [____], 2026, has determined to enter into this Agreement and to consent to the County becoming a party to this Agreement; and

WHEREAS, the County Commissioners, by its Resolution [No.], adopted on [____], 2026,

has determined to become a party to this Agreement; and

WHEREAS, the Parties desire cooperative regional development and job creation for the benefit of these entities and their residents, and desire to facilitate new and expanded growth for commercial and industrial development in the State; and

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

WHEREAS, the Parties desire to cooperate in facilitating quality development within the CEDA Territory, while also preserving the geographic integrity of Township boundaries and the character of the area; and

WHEREAS, the Parties understand that economic development within the CEDA Territory which occurs in a manner consistent with the wishes of the City and the Township will result in increasing the real and personal property tax bases of the Township; furthering the economic welfare of their residents; increasing the availability of appropriately skilled individuals for employment within and in the vicinity of the City and the Township; and consequently furthering the creation and preservation of job and employment opportunities within the CEDA Territory and the stabilization and enhancement of the City's and the Township's economic base; and

WHEREAS, the Parties anticipate that one or more new community authorities ("NCAs" or individually an "NCA") pursuant to ORC 349 may be established within the boundaries of the CEDA Territory; and

WHEREAS, the purpose of this CEDA agreement is to facilitate the orderly development of the CEDA Territory;

WHEREAS, it is the intention of the parties to enter into this Agreement to identify the provision of governmental services by the Township and City to the CEDA Territory; and

WHEREAS, the Parties desire to enter into this CEDA Agreement under the authority of Ohio Revised Code Section 701.07 and all other authority granted to the Parties under the Constitution and laws of the State, ordinances of the City and resolutions of the County and Township in order to set forth their agreements with respect to the CEDA Territory; and

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements, representations, covenants and promises set forth in this Agreement, the Parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

In addition to any words and terms defined elsewhere in this Agreement, the following

capitalized words and terms shall have the following meanings:

“Agreement” means this Cooperative Economic Development Agreement by and between the City, the Township, and the County.

“Business” includes each commercial, industrial, professional, educational, governmental, health and medical, service-oriented, and charitable entity that has established or will establish a permanent location in the CEDA Territory.

“CEDA Territory” generally means all real property described and depicted in Exhibit A to this Agreement.

“City” means the City of Lancaster, Ohio.

“County” means Fairfield County, Ohio.

“Designated CEDA Representatives” means, collectively, (i) the person designated from time to time by City to serve as a Designated CEDA Representative on behalf of City, (ii) the person designated from time to time by Township to serve as a Designated CEDA Representative on behalf of Township; and (iii) the person designated from time to time by County to serve as a Designated CEDA Representative on behalf of County each a “Designated CEDA Representative.”

“State” means the State of Ohio.

“Township” means Greenfield Township (Fairfield County), Ohio.

Section 1.2 Interpretations.

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

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 Agreement. The term “hereafter” means after, and the term “heretofore” means before the date of this Agreement. 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 Agreement.

Section 1.3 Captions and Headings.

The captions and headings in this Agreement 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.

ARTICLE II CEDA TERRITORY

Section 2.1 CEDA Territory.

This Agreement is applicable to the following territory located within the boundaries of the County, City, and Township:

The territory outlined on the map attached hereto as Exhibit A and incorporated herein by reference (hereinafter referred to as “CEDA Territory”). The CEDA Territory generally includes those areas as depicted on the map attached to this Agreement as Exhibit A incorporated by reference.

Section 2.2 Amendment of the CEDA Territory.

The CEDA Territory, or any portion therein, may be amended by an amendment to this Agreement pursuant to Section 8.7.

ARTICLE III ANNEXED TERRITORY

Section 3.1 Territory to be annexed.

The Parties agree to cooperate fully and in good faith with each other to achieve the successful annexation to the City of lands within the CEDA Territory.

ARTICLE IV CONTRIBUTION OF SERVICES AND POWERS

Section 4.1 Fire/EMS Protection Services.

The Township shall furnish or cause to be furnished Fire/EMS protection services to all properties within the unincorporated CEDA Territory. The City of Lancaster shall furnish or caused to be furnished Fire/EMS services to all parcels that are annexed into the City after the

effective date of this Agreement.

Section 4.2 Road Maintenance Services.

The Township shall continue to furnish all road maintenance services to all Township Roads located within the unincorporated area of the CEDA Territory. The City of Lancaster shall furnish or caused to be furnished all road maintenance services to all roads within the CEDA Territory that are annexed into the City after the effective date of this Agreement.

Section 4.3 Water and Sanitary Sewer Services.

The City shall provide or cause to be provided water and sanitary sewer services to any parcel(s) within the incorporated territory within the CEDA Territory and, pursuant to 2006 County Plan 208, one-half (1/2) mile beyond the corporate limits. Fairfield County shall provide water and sanitary sewer services to the unincorporated territory within the CEDA Territory. Throughout the term of this Agreement, the City and the County will not provide or permit access to its water and sanitary sewer services to any parcel of real property within the CEDA Territory for the development of commercial, industrial, multi-family, or single family subdivisions, unless it has been added to the New Community Authority described in Section 5.2 in accordance with Ohio Revised Code Chapter 349, once a New Community Authority has been properly established. (Minor Subdivisions – lot splits are exempt from this requirement.)

Section 4.4 Public Safety (Police) Services.

Public safety services are provided to the Township by the Fairfield County Sheriff. The Fairfield County Sheriff will continue to provide public safety services to any unincorporated parcels within the CEDA territory. The City of Lancaster shall furnish or caused to be furnished all public safety services to all parcels that are annexed into the City after the effective date of this Agreement.

Section 4.5 Usual and Customary Governmental Services.

The Township and City shall continue to provide all other usual and customary governmental services to their respective entities, including but not limited to general administrative services, fiscal operations, building and zoning administration and enforcement.

Section 4.6 City of Lancaster – Community Reinvestment Area (CRA-3)

The City of Lancaster created Community Reinvestment Area 3 (CRA-3) in June of 2019 to allow up to one hundred percent (100%) real property tax exemption for up to fifteen (15) years for the construction of new multi-family residential units. The Parties hereby agree that, if and when property within the CEDA Territory may be annexed into the City, said property shall become a part of the City's CRA-3 and eligible to apply for said tax exemption pending approval pursuant to Ohio Revised Code.

Section 4.7 Permissive Additional Services by the City and the Township.

The City or the Township or the City and the Township jointly may furnish to the CEDA Territory such additional or non-customary governmental services as the City and the Township deem appropriate and as allowed by law including, but not limited to, the following:

- a) Joint services and permanent improvements within the CEDA Territory;
- b) Services and improvements by the City in the CEDA Territory;
- c) Services and improvements by the Township in the CEDA Territory;
- d) Payment of service fees to the City by the Township;
- e) Payment of service fees to the Township by the City;
- f) Issuance of notes and bonds and other debt obligations by either or both the City and the Township for public purposes authorized by or pursuant to this Agreement and provision for the allocation of the payment of the principal of, interest on, and other charges and costs of issuing and servicing the repayment of the notes and bonds;
- g) Issuance of industrial development notes, bonds, and debt obligations by the City to finance projects in the CEDA Territory and provision for the allocation of the payment of the principal of interest on, and other charges and costs of issuing and servicing the repayment of such economic development notes, bonds and debt obligations. To implement subsection (g), the City may undertake projects under Ohio Revised Code Chapters 165, 761, or 902 even though the project is located outside the City; however, no such debt will be issued without approval of the Township and City;
- h) Tax abatements within the CEDA Territory; and
- i) Tax Increment Finance Districts within the CEDA Territory; and
- j) Payments in lieu of taxes, if any, to be paid to the City or the Township by the other.

Section 4.8 Provisions to be Liberally Construed.

The powers and authorizations provided for in Article IV hereof shall be liberally construed to allow the City and the Township to carry out the purposes of this Agreement by providing government improvements and facilities and services, by promoting and supporting economic development, by creating and preserving employment opportunities, and by allowing for the sharing in the benefits of economic development even if the economic development does not occur in an unincorporated area. Nothing contained in Section 4.7 hereof shall be construed as obligating either the City or the Township to provide any particular service, level of service or financial

commitment to the CEDA Territory, and such matters shall be left to the further mutual agreement of the City and the Township.

ARTICLE V
ALLOCATION OF TAX REVENUES AND
NEW COMMUNITY AUTHORITY REVENUE DURATION

Section 5.1 Township and City Taxes.

The City and Township will acknowledge and agree to the allocation of NCA Revenues as agreed upon by all Parties as part of the future NCA described in Section 5.2. Notwithstanding Section 7.3 regarding early termination, if the Parties are unable to negotiate a satisfactory NCA Agreement, this Agreement shall be null and void.

Section 5.2 New Community Authority.

- a) New Community Authority. The Parties will endeavor to create and enter into a New Community Authority (the “Greenfield – Lancaster NCA”) under ORC Section 349, when economic development need arises.
- b) NCA Development Charges. The Greenfield – Lancaster NCA will provide for Development Charges based upon the real property assessed valuation, the income of residents of the Greenfield – Lancaster NCA, and the profits of businesses within the Greenfield – Lancaster NCA. The Development Charges shall be assessed as outlined in a future agreement agreed upon by all Parties.
- c) Distribution of NCA Development Charges. The revenue generated by the Greenfield – Lancaster NCA Development Charges will be distributed by the NCA Board in accordance with a future agreement agreed upon by all Parties.
- d) City and Township Agreement to Distribution of NCA Development Charges. The City and Township will acknowledge and agree to the distribution of the NCA Revenues as part of the future agreement agreed upon by all Parties.

ARTICLE VI
ADMINISTRATION

Section 6.1 CEDA Representatives.

Not later than thirty (30) 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 City shall appoint a Designated CEDA Representative of the City, and (iii) The County Board of Commissioners shall appoint a Designated CEDA Representative of the County. Each Designated CEDA Representative shall be

responsible for communicating and consulting with the other Designated CEDA Representatives with respect to all matters affecting the CEDA Territory, administering this Agreement, advising various official bodies with respect to the activities within the CEDA Territory, and planning the orderly and mutually beneficial development of the CEDA Territory.

Section 6.2 Meetings.

Upon the invitation of either the City, the Township, or the County, the CEDA Representatives shall meet in order to assess the effects of this Agreement and to discuss methods of cooperation and plans for development in and for the CEDA Territory. The CEDA Representatives operate only in an advisory capacity to the County, City, and Township legislative bodies. Any changes to the CEDA may only be made in accordance with Section 8.7 of this Agreement.

Section 6.3 Remedies.

In accordance with Ohio Revised Code 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, the complaining party shall give notice to the other party clearly stating what breach the complaining party believes has occurred. The party receiving the notice has ninety (90) days from the receipt of that notice to cure the breach. If the breach has not been cured within that 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.

ARTICLE VII TERM OF CEDA AGREEMENT

Section 7.1 Effective Date.

This Agreement shall be effective upon execution.

Section 7.2 Term.

The initial term of this Agreement shall commence on the date hereof and shall terminate [_____, 2056] (unless otherwise terminated prior to that date provided herein.) At the expiration of the similar thirty (30) year periods at the end of each renewal period with no limit upon the number of such renewals; unless the legislative authorities of the Township, City, and County each affirmatively act to terminate this Agreement. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must occur and be effective within a period of ninety (90) days from the date of legislative action of the other parties terminating this Agreement. The provision herein for automatic extension of this Agreement except upon legislative action by each of the parties hereto terminating this Agreement recognizes that the accrual of benefits to the parties from this Agreement may take decades and that the construction of water and sanitary sewer service facilities and public roadways along with other possible capital improvements provided for herein is of permanent usefulness and duration.

Section 7.3 Early Termination.

This Agreement may be terminated at any time by mutual consent of the Township, City, and County as authorized by their respective legislative authorities. In order for any such termination to be effective, legislative action of one party to terminate this Agreement must occur and be effective within a period of ninety (90) days from the date of legislative action of the other party terminating this Agreement.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Execution of Other Documents.

The Parties agree to cooperate with one another in the implementation of this Agreement and to execute or cause to be executed, in a timely fashion, all necessary documents in order to effectuate the purposes of this Agreement.

Section 8.2 Binding Effect.

All rights, benefits, and privileges under this Agreement shall inure only to Parties, and no third parties shall have any right to claim any rights, benefits, or privileges under this Agreement.

Each covenant, agreement or obligation of the Parties under this Agreement is binding on each officer of the Parties, 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 that covenant, agreement or obligation.

Section 8.3 Counterparts.

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

Section 8.4 Severability.

The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part thereof and the same shall remain in full force and effect.

Section 8.5 Governing Law and Choice of Forum.

This Agreement 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 Agreement or its breach will be decided in a court of competent jurisdiction within the County.

Section 8.6 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 City at City of Lancaster, Ohio, XXX, Attention: Mayor, (B) the Township at Greenfield Township, XXX, Attention: Fiscal Officer, and (C) Fairfield County, Attention: the Clerk XXX or (ii) such other address as the recipient shall have previously notified the sender in writing as provided in this Section 8.6.

Section 8.7 Amendments.

This Agreement may be amended by the Parties by a written agreement authorized by the respective legislative authorities of the City, Township, and the County.

[Signature Page follows]

IN TESTIMONY WHEREOF, the Parties have caused duplicate counterparts hereof to be executed by their duly authorized officers as of the date first set forth above.

CITY OF LANCASTER, OHIO

By: _____
Mayor, City of Lancaster

**GREENFIELD TOWNSHIP BOARD OF TRUSTEES,
FAIRFIELD COUNTY, OHIO**

By: _____
Trustee, Greenfield Township

By: _____
Trustee, Greenfield Township

By: _____
Trustee, Greenfield Township

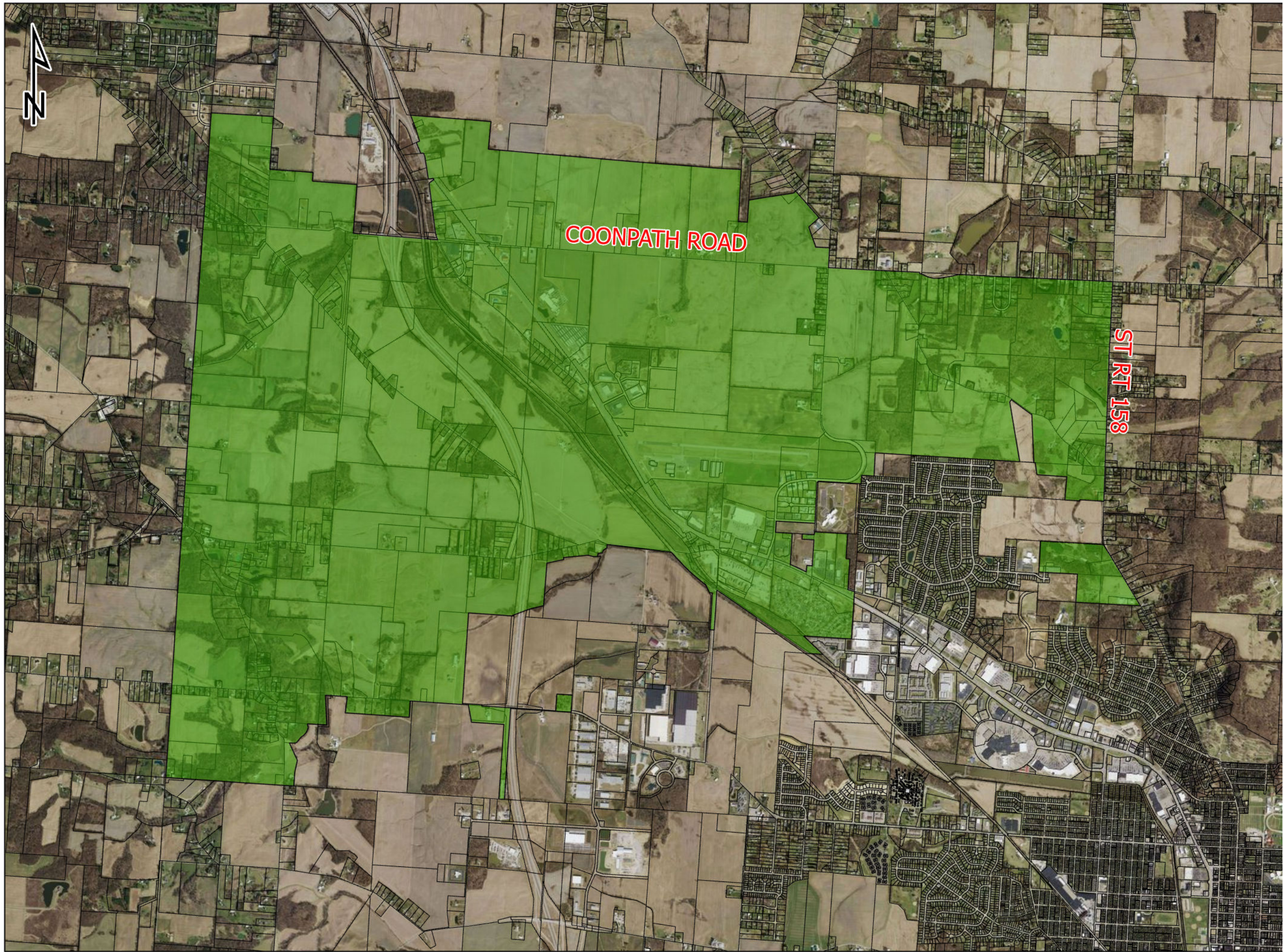
FAIRFIELD COUNTY BOARD OF COMMISSIONERS, OHIO

By: _____
Commissioner, Fairfield County

By: _____
Commissioner, Fairfield County

By: _____
Commissioner, Fairfield County

Exhibit A - Map of CEDA Territory



Parcels

Parcels

TOWNSHIP

Name

GREENFIELD

EXHIBIT A -
CEDA TERRITORY

0 1,700 3,400 6,800 Feet

Greenfield Twp.