

City of Ashtabula

Contract/Agreement # 2819

Authorized by Ordinance 2013-043

or by Purchase Order 0

Passed on 3/18/2013

Entered into With: Ashtabula Township Trustees

2718 North Ridge West

Ashtabula, OH 44004

Contract Subject JEDD - Family Dollar

Time period covered by Contract 04/23/2013-01/19/2036

Amount of Contract

Account(s)

Bid #

Bid Opening Date

Copy sent to Manager 7/1/2013
Copy sent to Department 7/1/2013

Expiration Date N/A

2819

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BETWEEN

THE CITY OF ASHTABULA

AND

ASHTABULA TOWNSHIP

**Family Dollar Store
3236 North Ridge East
NEO Development Corp. (2 tracts)**

TABLE OF CONTENTS

		<u>Page No.</u>
	Recitals	1
Section 1.	Creation of District Name.....	2
Section 2.	Contracting Parties.....	2
Section 3.	Purpose	2
Section 4.	Territory of the District.....	2
Section 5.	Addition and Removal of Areas from District	3
Section 6.	Term and Termination	3
Section 7.	Governmental Service; Contribution to the District.....	5
	A. General Services	5
	B. Utility Services – Generally.....	6
	C. Sanitary Sewer Services	6
	D. Economic Development Services.....	7
	E. Job Development Grants	7
	F. Additional Specific Services and Contributions.....	7
	G. Financial Contributions To The District	8
Section 8	Board of Directors	8
Section 9	Powers, Duties, Functions	10
Section 10	Income Tax	13
Section 11	Operating Expense Fund.....	16
Section 12	Annexation and Zoning	16
Section 13	Defaults and Remedies	17
Section 14	Amendments	17
Section 15	Binding Effect.....	17
Section 16	Support of Contract.....	18
Section 17	Signing Other Documents.....	18
Section 18	Severability	18
Section 19	Governing Law	19
Section 20	Captions and Heading.....	19
Section 21	Consideration, Utility Contract.....	19
Section 22	Effective Date	20
	Signature Page	21
	Treasurer and Fiscal Officer Certificates	22
	City Manager’s Affidavit	23
	Trustees’ Affidavit	24
Exhibit A	Territorial Boundaries of the District	
Exhibit B	Memorandum of Understanding	
Exhibit C	By-Laws	
Exhibit D	Economic Development Plan	

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
BETWEEN
THE CITY OF ASHTABULA AND ASHTABULA TOWNSHIP**

This City of Ashtabula and Ashtabula Township Joint Economic Development District Contract (the “Contract”) is hereby entered into by and between the City of Ashtabula and Ashtabula Township, both of Ashtabula County, Ohio, in accordance with the terms and provisions set forth herein.

RECITALS

A. The City of Ashtabula (the “City”) and Ashtabula Township (the “Township”) (collectively the “JEDD Parties,” individually a “JEDD Party”) enter into this Contract in order to create and provide for the operation of the City of Ashtabula and Ashtabula Township Joint Economic Development District (the “District”) as a joint economic development district in accordance with Sections 715.72 through 715.81 of the Ohio Revised Code (“R.C.”) for their mutual benefit and for the benefit of their residents and the residents of the State of Ohio (the “State”).

B. The City of Ashtabula is a municipality located within Ashtabula County, Ohio, and Ashtabula Township is a township located within Ashtabula County, Ohio. The City of Ashtabula and Ashtabula Township are contiguous to one another.

C. The legislative authority of each of the JEDD Parties has approved, authorized and directed their respective officers to make and enter into this Contract in accordance with Ordinance No. 2013-43 enacted by the City Council of Ashtabula on March 18, 2013, and in accordance with Resolution adopted by the Board of Township Trustees of Ashtabula Township on March 13, 2013.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the JEDD Parties agree and bind themselves, ~~their~~ agents, employees and successors, as follows:

Section 1 **Creation of District: Name** The JEDD Parties, by their combined action evidence by the signing of this Contract, hereby create a joint economic development district in accordance with the terms and provisions of this Contract. The joint economic development district created pursuant to this Contract shall be known as the “City of Ashtabula and Ashtabula Township Joint Economic Development District.” The Board of Directors (the “Board”) of the District may change the name of the District by resolution of the Board.

Section 2 **Contracting Parties** The contracting parties (referred to herein as the JEDD Parties) to this Contract are the City of Ashtabula, a municipal corporation existing and operating under the laws of the State, including its Charter, and Ashtabula Township, a township existing and operating under the laws of the State, and their respective successors in all or in part.

Section 3 **Purpose** In accordance with R.C. 715.72(C), the JEDD Parties intend that the creation and operation of the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State, Ashtabula County, the City of Ashtabula, Ashtabula Township, and the District.

Section 4 **Territory of the District** The territorial boundaries of the District are described in **Exhibit “A”**, attached to and made a part of this Contract. The territory of the District is located entirely within Ashtabula Township, no electors reside within the territory on

the effective date of this Contract, and the territory does not include any parcel of land that is owned in fee by or is leased to a municipal corporation or a township, unless the owning municipal corporation or township has consented to inclusion, all in compliance with R.C. 715.73. The territory of the City of Ashtabula is contiguous to the territory of Ashtabula Township, as required by R.C. 715.72(C)(1).

Section 5 **Addition and Removal of Areas from District** Subject to and consistent with R.C. 715.761 and any other applicable provisions of the Ohio Revised Code now existing or hereafter adopted, the territorial boundaries of the District set forth in **Exhibit "A"** hereto may be amended from time to time to add to the territory of the District property within Ashtabula Township. Pursuant to R.C. 715.761(A), property added to the District shall meet all of the criteria for areas to be included in a joint economic development district as set forth in R.C. 715.73 as that section, or its successor, provides at the time of the amendment. Upon agreement of both of the JEDD Parties, this Contract, including **Exhibit "A"** hereto, may also be amended from time to time to remove territory from the District.

Section 6 **Term And Termination** The initial term of this Contract shall commence on the date hereof and shall terminate at midnight on January 19, 2036 (which is the date of termination of the initial term of the Agreement Between The City Of Ashtabula, Ohio And Ashtabula County, Ohio For Wastewater Conveyance, Treatment And Disposal) unless otherwise terminated prior to that date as provided herein. The initial term of this Contract recognizes that the accrual of benefits to the parties from this Contract may take many years and that the construction of utility facilities and other possible capital improvements provided for herein are of permanent usefulness and duration. This contract shall continue in existence throughout its term and shall be binding on both the JEDD Parties and on any parties succeeding

to them, whether by annexation, merger, or consolidation. The initial term of this Contract may be extended by written agreement of the JEDD Parties executed prior to the termination of the initial term.

Termination of Contract: Pursuant to R.C. 715.74(D), this Contract may be terminated at any time by mutual approval of both of the JEDD Parties, or any parties succeeding them, as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the JEDD Parties that authorize termination of this Contract must occur and be effective within a period of 90 days of each other.

Notwithstanding Section 12 hereof, this Contract may be terminated by either JEDD Party; if there is a final, non-appealable judicial determination by a court with competent jurisdiction over the Parties, holding that 1) the income tax provided for in Section 10 hereof is not legal or valid; or 2) the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. If either party chooses to so terminate this Contract it shall provide a written notice of such termination from its legislative authority to the other JEDD Party. The termination shall be effective no sooner than 90 days from the date of said notice unless judicially required sooner. This contract shall terminate by operation of law if there is a final, non-appealable judicial determination by a court with competent jurisdiction over the Parties that joint economic development district contracts cannot exist or are invalid.

Upon termination of this Contract, any property, assets and obligations of the District shall be divided equally between the JEDD Parties, except that any items of infrastructure constructed or previously owned by any JEDD Party shall be retained by that JEDD Party.

In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger, consolidation or otherwise, the JEDD Parties may,

but are not required to, amend this Contract to add that municipal corporation as a party to this Contract. The portion of the territory of the District that is included within the municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Section 10 hereof.

This Contract shall become null and void, without further action of any JEDD Party, in the event that an election is required pursuant to R.C. 715.77 and the voters of Ashtabula Township fail to approve the Township resolution approving the Contract.

Section 7 Governmental Service: Contribution to the District In accordance with R.C. 715.74, the JEDD Parties each agree to contribute to the development and operation of the District as follows:

A. General Services. The JEDD parties agree to jointly provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District. The parties hereby agree, pursuant to R.C. 715.74, that the City shall administer, collect, and enforce the income tax on behalf of the District as set forth in Section 10.

The Township, at its own expense, shall provide the same services within the District that it provides now or in the future within the Township, including providing fire and EMS response, industrial or commercial zoning of the areas including in the District, and road maintenance on Township roads within the District and police protection services throughout the District in conjunction with, and subject to the terms of its contract with the Ashtabula County Sheriff's Department.

Nothing herein shall serve to prevent or limit mutual aid or other agreements between the Ashtabula County Sheriff's Department and the City of Ashtabula Police Department which may

affect law enforcement activities in the District. Further, should the contractual arrangement between the Board of Trustees and the County Sheriff's Department terminate, The Township may, at its sole discretion, request this contract be reopened for the limited purpose of discussing terms and conditions whereby the City could provide similar services.

The JEDD Parties shall prepare, or cause to be prepared, all documents relating to the formation of the District, including, but not limited to, this Contract, instruments describing the District's boundaries, petitions, notices, forms of the City, Township and District legislation and any District income tax election proceedings. Any costs incurred by the JEDD Parties in preparing such documents may be paid (or reimbursed to the JEDD Parties for payments made by the JEDD Parties) from the District's Operating Expense Fund as an operating expense of the District, upon presentation of bills and a written resolution approving same by the Board.

B. **Utility Services – Generally** The JEDD Parties have not entered into separate contracts with one another for utility services. The JEDD Parties hereby recognize that the City and the County of Ashtabula have negotiated a Sewer Agreement that requires the City to provide sanitary sewer service to the District. The City agrees to make trash and rubbish collection services available to the potential users of such services in the District. However, potential users are not required to accept the City services.

C. **Sanitary Sewer Services.** The City will provide access to the City's wastewater treatment system for users within the District under the terms of this Contract and the City's contract with the County for the provision of said services. Rates, tap-in fees, and any other costs will be established by the City Council of Ashtabula, as the same may be amended from time to time, and shall be consistent with the terms of the City's agreement with the County referenced above. In providing access to the sewer services and facilities within the District, any

acquisition, construction, and installation of sewer service facilities in the District shall be consistent with the terms of the City's agreement with the County referenced above and a Memorandum of Understanding executed by the City and County attached as "**Exhibit B**".

The JEDD Parties and the Board agree to cooperate with the County and each other in seeking any grants or other outside funds to offset sewer line construction costs within the District.

D. **Economic Development Services** The JEDD Parties agree that they will consult and cooperate with one another in developing a joint economic development plan for the District that includes a schedule for the provision of the new, expanded, or additional services, facilities, or improvements for the District, as required by R.C. 715.75(A). Further, the City and the Township agree that they will hold planning meetings no less frequently than once a year to further their goal of fostering development of the JEDD District.

E. **Job Development Grants** The existing program of grants to foster job development through credits for new payroll taxes as set forth in Chapter 193 of the Codified Ordinances of the City of Ashtabula shall be made available to any business in the District which may qualify for and make proper application for same. The City Manager and the President of the Board of Trustees shall both participate in any negotiations of any terms of such grants, and the approval of both shall be necessary for Council to act upon any such application.

F. **Additional Specific Services and Contributions.** In addition, the JEDD Parties agree to the following specific services and contributions to be provided:

- i. Zoning and planning considerations in the development of the District shall be at the final discretion of the Township Trustees and zoning officials, subject to any limitations on utility service provided in Subsections B and C above. However, the Township agrees to consult with elected City officials and the City Planning Commission on development issues within the District.

ii. The City, Township and Board, in collaboration with the County, will undertake efforts to apply for, receive and utilize aid for public improvements awarded by the State of Ohio for public infrastructure capital improvements, pursuant to R.C. Chapter 164 or other state or federal sources for assistance for infrastructure capital improvements.

G. **Financial Contribution to the District** The JEDD Parties jointly agree on an initial contribution to the District as follows: The Township shall pay the sum of Five Hundred Dollars (\$500.00) for the purpose of paying initial administration and other costs. As and for and in satisfaction of its initial contribution the City shall, throughout the term of this contract, provide suitable office space and telephone service to the JEDD Board without charge.

The JEDD Parties may, but are not required to, make other financial contributions to the District for the operations of the District.

Section 8 District Board of Directors Pursuant to R.C. 715.78, a board of directors (the "Board") shall be established to govern the District. If there are businesses within the District, the members shall be as follows:

- a) One member representing the City, appointed by the City Manager
- b) One member representing the Township, appointed by the Board of Trustees
- c) One member representing the owners of businesses, chosen by the City Manager and the Board of Trustees
- d) One member representing the persons working within the District, chosen by the City Manager and the Board of Trustees
- e) One member selected by the four members above

The City representative shall serve a term of one year; the Township representative shall serve a term of two years; the business owner representative shall serve a term of three years; the working persons' representative shall serve a term of four years. The member selected pursuant to paragraph (e) shall also serve a term of four years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the Board, but no member may serve more than two consecutive terms on the Board. The member described in paragraph (e) above shall serve as chair of the Board.

If there are no businesses within the District, the members shall be as follows:

- a) One member representing the City, appointed by the City Manager
- b) One member representing the Township, appointed by the Board of Trustees
- c) One member selected by the two members above

The City representative shall serve a term of one year; the Township representative shall serve a term of two years; the third member shall serve a term of three years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board. The member described in paragraph (c) above shall serve as chair of the Board.

In the event that the Township were to cease to exist or the territory of the District no longer be within the jurisdictional boundaries of the Township, the Board shall establish a procedure for the appointment of members of the Board from the political subdivision or entity succeeding to the Township or being added as a party to this Contract, in accordance with R.C. 715.78.

The members of the Board shall serve without compensation. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board may elect officers in addition to the Chairperson. Any such officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for such elections and such additional duties as may be provided from time to time by the Board.

Section 9 **Powers, Duties, Functions** The Board shall adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract. The by-laws shall be in substantially the form as attached as **Exhibit "C"** hereto. The final form of the by-laws shall be approved by mutual agreement of the parties hereto. Said by-laws shall provide for the provisions herein and such other provisions as the Board determines necessary to operate the District in accordance with this Contract and shall be consistent with state laws governing joint economic development districts. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board (at which time the jointly chosen member shall be appointed) shall occur within 30 days of the effective date of this Contract.

The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of members of the Board may also call a special meeting by providing the same notice.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

(1) 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 and appurtenant thereto and the use thereof, including, but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

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

(3) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combinations thereof;

(4) apply to proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;

(5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the JEDD Parties;

(6) promote, advertise and publicize the District, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties to this Contract as well as Ashtabula County and the State of Ohio;

(7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(8) employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as 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 District;

(9) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source or money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

(10) obtain by purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary.

All costs of employment, including, but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. The JEDD Parties to this Contract shall not be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The Board may provide by resolution

that the purchase of real or personal property, as well as other goods or services shall comply with applicable rules or regulations of the JEDD Parties.

This Contract grants to the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with R.C. 715.74(C) and Section 10 herein.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

Section 10 Income Tax Following the formation of the District, the Board at its first meeting shall adopt a resolution to levy within the District an income tax at a rate no greater than the income tax rate for the City, which rate is currently 1.8%, in accordance with R.C. 715.74(C), on all applicable entities and employees located within the area of the District. The income tax may be levied on income earned by persons working within the District and based on the net profits of businesses located in the District, but the income of an individual who resides in the District shall not be subject to such income tax unless the income is received for personal services performed in the District, pursuant to R.C. 715.74. The income tax shall go into effect on the first day of the calendar quarter immediately following the effective date of this Contract. The rate of the income tax may change from time to time so that it is equal to the highest rate being levied by a municipal corporation that is a JEDD Party. The revenues of the income tax shall be used for the purposes of the District and for the purposes of the JEDD Parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City's income tax legislation, as it may be amended from time-to-time, as applicable to the City's income tax, as long as such legislation is consistent with the provisions of R.C. 715.74 or its successor legislation. The income tax levied by the Board pursuant to this Contract and R.C.

715.74(C) shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

In accordance with R.C. 715.74(C)(2), the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Administration Agreement"). The Tax Administration Agreement shall provide that the Auditor of the City of Ashtabula shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

Pursuant to Section 715.74(C) (3), a resolution levying an income tax for the District shall require the JEDD Parties to annually set aside an amount equal to not less than five percent (5%) of the gross amount of the income tax collected each year for the administration and long-term maintenance of the District which shall be called the "Operating Expenditure Fund."

The City of Ashtabula shall retain five percent (5%) of the first One Hundred Thousand Dollars (\$100,000.00) of gross income tax collected in each calendar year and three percent (3%) of any gross tax receipts in excess of One Hundred Thousand Dollars (\$100,000.00) in each calendar year as compensation for its activities and expenses in administering, collecting and disbursing the income tax, and all financial reporting connected therewith.

The income tax collected each year, less the five percent (5%) set aside for the Operating Expenditure Fund and less the five percent (5%) retained by the city Auditor as aforesaid, shall be divided in the following proportions for the first ten (10) calendar years following ratification of this Contract by all contracting parties: twenty percent (20%) shall go to the City of Ashtabula Waste Water Treatment Plant (WWTP) Permanent Improvement Fund to help defray the cost of necessary long-term capital improvements to the WWTP; and the balance shall be divided

equally between the City of Ashtabula and Ashtabula Township. After the expiration of said ten-year initial period, the income tax collected each year, less the five percent (5%) set aside for the Operating Expenditure Fund and the five percent (5%) retained by the City Auditor as aforesaid, shall be divided equally between the City of Ashtabula and Ashtabula Township. Taxes so collected which are payable to the Township shall be remitted by the City to the Township not less often than quarterly. The City Council shall pass appropriate legislation requiring the income tax revenues from the District which are so designated for WWTP permanent improvements be segregated into an appropriate account and expended only for capital improvements in the WWTP. In the event income tax revenues so designated are not segregated into an appropriate account, or are expended for non-WWTP capital improvement purposes, or are transferred to another fund without the prior approval of the Board of Township Trustees, then the net District income tax revenues (after deduction of the portions designated for the JEDD Board and the City Auditor, as aforesaid) shall be divided equally between the City and the Township from that point forward.

The income tax revenues so paid or credited may be used by the JEDD Parties to encourage and promote economic development in the District and/or the City and/or the Township, including, but not limited to, constructing, maintaining and improving the infrastructure facilities of the JEDD Parties or the District (including paying debt charges related thereto), providing for economic development projects of the JEDD Parties or the District, providing safety and health services within the JEDD Parties or the District, providing urban development planning, counseling and financing services for the JEDD Parties or the District, generally improving the environment for those working and residing in the Township, the City, and the District, and for such other purposes as permitted by law.

The Tax Administration Agreement shall provide that the Administrator shall make an annual report to the Board regarding the receipt and distribution of the income tax of the District.

All other tax revenues generated within the District, including, but not limited to, all property taxes, personal property taxes, estate taxes, road and bridge taxes, bed taxes, and real estate taxes, shall remain the revenue of the Township.

Section 11 **Operating Expense Fund** See Section 10

Section 12 **Annexation and Zoning**

Pursuant to R.C. 715.79 (A) the Parties agree that no annexation proceeding pursuant to Chapter 709 of the Ohio Revised Code that proposes the annexation to, merger of, or consolidation with the City of any unincorporated territory within the District shall be commenced for a period of three (3) years after this Contract creating the District is approved by a majority of the electors under R.C. 715.77.

The Parties will not be divested of their rights or obligations under this Contract because of annexation, merger or succession of interests.

The Parties further acknowledge the agreement of the City not to require compliance with any special consideration or conditions of annexation for properties located in the District as a condition to receiving, continuing to receive or extending sewer service as set forth in Section 14 of the Agreement Between The City of Ashtabula, Ohio And Ashtabula County, Ohio For Wastewater Conveyance, Treatment Or Disposal entered into on January 20, 2011.

The Parties further agree that the current Ashtabula Township Zoning Resolution and as it may be amended from time to time shall remain in full force and effect.

From and after the date of this Contract, if Ashtabula Township receives notice of or an application for any tax exemption pursuant to R.C. Chapter 1728 and R.C. 3735.67, as amended from time to time, or the use of any tax increment financing under R.C. 5709.73 to R.C. 5709.81, as amended from time to time, within the District, it shall give written notice of same to the City Council.

Section 13 **Defaults and Remedies** A failure to comply with the terms of this Contract shall constitute a default hereunder. The JEDD Party in default shall have 60 days after receiving written notice from the other JEDD Party of the event of default to cure that default. If the default is not cured within that time period, any nondefaulting JEDD Party may sue the defaulting JEDD Party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be terminated because of a default, unless all JEDD Parties agree to such cancellation or termination.

Section 14 **Amendments** In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the JEDD Parties only in a writing approved by the legislative authorities of all of the JEDD Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the JEDD Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 15 **Binding Effect** This Contract shall be binding upon the JEDD Parties, and the District and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

Section 16 **Support of Contract** The JEDD Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of Ashtabula Township of the resolution authorizing this Contract, if necessary. However, if the question of Ashtabula Township entering into the JEDD is subject to an election due to the lack of unanimous support by the Board of Trustees, as required by law, the City, may, at its option, declare the tentative agreement void *ab initio* and pursue other alternatives with the business and property owners within the District.

In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the JEDD Parties agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. Each JEDD Party shall bear its own costs in any such proceeding challenging this Contract or any term or provision thereof.

Section 17 **Signing Other Documents** The JEDD Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 18 **Severability** Except as provided in Section 6 hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(1) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part

hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(2) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(3) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19 Governing Law This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular R.C. 715.72 through 715.81. In the event that any provisions in R.C. 715.72 through 715.81 are amended or are supplemented by the enactment of a new section of the Revised Code relating to Joint Economic Developments Districts, JEDD Parties may agree at the time to follow either the provisions of R.C. 715.72 through 715.81 existing on the date of this Contract or the provisions of R.C. 715.72 through 715.81 as amended or supplemented, to the extent permitted by law. R.C. Chapter 2744 applies to the Board of the District.

Section 20 Captions and Heading The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or sections hereof.

Section 21 Consideration, Utility Contract The amendment, renewal or termination of a separate contract for utility services does not constitute any part of the consideration for this Contract. Further, other substantial consideration exists to support this Contract, and this

Contract has been entered into between the JEDD Parties without duress or coercion related to the amendment, renewal or termination of a separate contract for utility services.

Section 22 **Effective Date** This Contract shall not be effective earlier than 31 days after its approval, pursuant to R.C. 715.77(A)(4).

THE BALANCE OF THIS PAGE IS BLANK

IN WITNESS WHEREOF, the JEDD Parties have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City of Ashtabula, Ohio
in the presence of:

CITY OF ASHTABULA, OHIO

Dwight Mackey
Name:

By: *[Signature]*
City Manager

[Signature]
Name

(Witnesses as to the City of Ashtabula, Ohio)

Approved as to legal form and correctness:

By: *[Signature]*
City Solicitor
City of Ashtabula, Ohio

Signed as to the Township of Ashtabula,
Ashtabula County, Ohio in the presence of:

TOWNSHIP OF ASHTABULA,
ASHTABULA COUNTY, OHIO

[Signature]
Name: Robert S. Dille

By: *[Signature]*
Trustee

[Signature]
Name

By: *[Signature]*
Trustee

(Witnesses as to the Township of Ashtabula,
Ashtabula County, Ohio)

By: *[Signature]*
Trustee

Approved as to legal form and correctness:

By: *[Signature]*
Legal Counsel for Township of Ashtabula,
Ashtabula County, Ohio

AUDITOR'S CERTIFICATE

The undersigned, Auditor of the City of Ashtabula, hereby certifies that the monies required to meeting the obligations of the City during the year 2013 under the Contract have been lawfully appropriated by the City for such purposes and are in the treasury of the City 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 Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 2-20, 2013

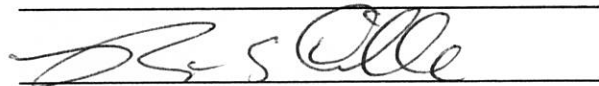


Auditor, City of Ashtabula

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Ashtabula Township Board of Trustees, hereby certifies that the monies required to meeting the obligations of the Township during the year 2013 under the Contract have been lawfully appropriated by the Township for such purposes 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 Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: 3-13, 2013



Fiscal Officer
Ashtabula Township

STATE OF OHIO)
) ss:
ASHTABULA COUNTY)

On this 20th day of March, 2013, before me, a Notary Public in and for said County and State, personally appeared James M. Timonere, City Manager of the City of Ashtabula, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City, he did sign the Joint Economic Development District Contract Between City of Ashtabula and Ashtabula Township on behalf of the City and who acknowledged that the same is his voluntary act and deed, individually as said officer and the voluntary and corporate act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(seal)



NOTARY PUBLIC



MICHAEL FRANK - Notary
Public
STATE OF OHIO
Notary Public

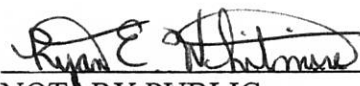
STATE OF OHIO)
) ss:
ASHTABULA COUNTY)

On this 13th day of March, 2013, before me, a Notary Public in and for said County and State, personally appeared Joseph Pete, Stephen McClure, and Bambi Paulchel, Trustees of the Township of Ashtabula, who each acknowledged that with due authorization and as such officer on behalf of the Township, he/she did sign the Joint Economic Development District Contract Between City of Ashtabula and Ashtabula Township on behalf of the Township and who acknowledged that the same is his/her voluntary act and deed, individually as said officer and the voluntary and corporate act and deed of the Township.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(seal)

RYAN WHITMIRE, Notary Public
State of Ohio
My Commission Expires Jan. 2, 2017



NOTARY PUBLIC

Exhibit A

Territorial Boundaries of the District & Maps

Exhibit B

Memorandum of Understanding
between the County of Ashtabula and the City of Ashtabula Relative to the Current Agreement
Between City of Ashtabula, Ohio and Ashtabula County Ohio for Wastewater Conveyance,
Treatment and Disposal

-EXHIBIT-

(part of Exhibit B)

Wastewater Treatment Agreement
Between the City of Ashtabula and Ashtabula County

Exhibit C

By-Laws of the Board of Directors of the City of Ashtabula and Ashtabula Township Economic
Development District
JEDD

Exhibit D

Economic Development Plan
For the City of Ashtabula and Ashtabula Township
Joint Economic Development District

EXHIBIT "A1"

(FAMILY DOLLAR STORE)



LDC, Inc. dba Land Design Consultants
9025 Osborne Drive, Mentor, OH 44060
(440) 255-8463 (440) 951-5263 (440) 255-8576 fax

OCTOBER 29, 2012

LEGAL DESCRIPTION
PARCEL A
E. PROSPECT ROAD

Situated in the Township of Ashtabula, County of Ashtabula and State of Ohio, known as being part of the Original Holmes Tract, Original Township 13 North, Range 3 West of the Connecticut Western Reserve Survey, further being a consolidation of lands conveyed to University Hospitals Health Care Enterprises, Inc. by deed recorded in Volume 141, Page 626 of Ashtabula County Deed Records (PPN's: 03-019-00-059-00, 03-019-00-059-01 & 03-019-00-060-00):

Beginning at a monument box with a 1 inch iron pin found at the centerline intersection of Homewood Avenue, 40 (forty) feet wide, and E. Prospect Road, aka U.S. Route 20, 90 (ninety) feet wide;

Thence along the centerline of E. Prospect Road, South 78°37'30" West, 557.23 feet to a point;

Thence South 10°14'30" East, 45.01 feet to a 5/8 inch iron pin set (I.D. "LDC INC") in the current southerly sideline of E. Prospect Road, said point being the northeasterly corner of land conveyed to Buckeye Local School Board of Education by deed recorded in Volume 672, Page 648 of Ashtabula County Deed Records (PPN: 03-019-00-061-00) and the Principal Place of Beginning;

OCTOBER 29, 2012
LEGAL DESCRIPTION
PARCEL A
E. PROSPECT ROAD
PAGE 2

- COURSE I** Thence North 78°37'30" East, along the current southerly sideline of E. Prospect Road, 228.71 feet to a 5/8 inch iron pin set (I.D. "LDC INC") at the northwesterly corner of land conveyed to Amico & Lois Ann Fasano by deed recorded in Volume 25, Page 688 of Ashtabula County Deed Records (PPN: 03-019-00-058-00);
- COURSE II** Thence South 11°42'30" East, along the westerly line of said Fasano, 162.58 feet to the southwest corner thereof (witness a 1 inch iron pin found 0.14' south);
- COURSE III** Thence North 78°37'30" East, along the southerly line of said Fasano and the southerly lines of a second parcel of said Fasano recorded in Volume 830, Page 93 of Ashtabula County Deed Records (PPN: 03-019-00-057-00) and Henry G. Covetta recorded in Volume 91, Page 5964 of Ashtabula County Records (PPN: 03-019-00-056-00), 217.48 feet to a P.K. nail set in asphalt pavement in the westerly line of the L.S. Salvage Allotment as recorded in Plat Volume 7, Page 58 of Ashtabula County Plat Records;
- COURSE IV** Thence South 00°18'14" West, along said westerly allotment line, 803.04 feet to a 5/8 inch iron pin set (I.D. "LDC INC") in a northerly line of said Buckeye Local School Board of Education in Volume 213, Page 499 of Ashtabula County Deed Records;
- COURSE V** Thence South 89°45'14" West, along said northerly line, 291.30 feet to a 5/8 inch iron pin set (I.D. "LDC INC") at an angle point therein;
- COURSE VI** Thence North 11°31'48" West, along an easterly line of said Buckeye Local School Board of Education, 730.19 feet to a 5/8 inch iron pin set (I.D. "LDC INC") at the southeasterly corner of PPN: 03-019-00-081-00 of said Buckeye Local School Board;
- COURSE VII** Thence North 10°14'30" West, along an easterly line of said Buckeye Local School Board of Education, 162.59 feet to the Principal Place of Beginning and containing 7.3208 acres (318,695 square feet) of land as calculated and described according to a survey performed in March 2012 by James R. Pegoraro, Jr., P.S. 8150 of LDC, Inc., be the same, more or less, but subject to all legal highways and easements of record.
Bearings used herein based on the centerline bearing of E. Prospect Road being South 78°37'30" West per deed of surveyed parcel.

All Pins set are 5/8" x 30" iron rebar with plastic cap stamped "LDC, Inc."



James R. Pegoraro, Jr.
10/30/2012

03-0190006008
ASHTABULA CO. ENGINEER

APPROVED
11-2-12 mgs
SURVEY DEPT.

ASHTABULA COUNTY
DESCRIPTION
APPROVED FOR
CONVEYANCE

DATE: 11-9-12
BY: *T. Ma*
A112-AR

1 inch:200 feet

MHP
DGEWOOD

RESPECT RD

03-018-00-004-00
03-018-00-007-00
03-018-00-008-00
03-018-00-010-00
03-018-00-011-00

20

892.78 ±

03-018-00-010-00

1625.2 ±

217.48 ±

803.04 ±

291.30 ±

PROSPECT RD

HOMEWOOD AVE

FARGO

LIBERTY ST



03-019-00-081-00
03-019-00-082-00

03-019-00-061-00

03-019-00-071-00
03-019-00-072-00
03-019-00-073-00
03-019-00-074-00
03-019-00-075-00
03-019-00-076-00
03-019-00-077-00
03-019-00-078-00
03-019-00-079-00
03-019-00-080-00

03-019-00-015-00
03-018-00-012-00
03-018-00-013-00
03-018-00-014-00
03-018-00-015-00
03-018-00-016-00
03-018-00-017-00
03-018-00-018-00
03-018-00-019-00
03-018-00-020-00
03-018-00-021-00
03-018-00-022-00
03-018-00-023-00
03-018-00-024-00
03-018-00-025-00
03-018-00-026-00
03-018-00-027-00
03-018-00-028-00
03-018-00-029-00
03-018-00-030-00
03-018-00-031-00
03-018-00-032-00
03-018-00-033-00
03-018-00-034-00
03-018-00-035-00
03-018-00-036-00
03-018-00-037-00
03-018-00-038-00
03-018-00-039-00
03-018-00-040-00
03-018-00-041-00
03-018-00-042-00
03-018-00-043-00
03-018-00-044-00
03-018-00-045-00
03-018-00-046-00
03-018-00-047-00
03-018-00-048-00
03-018-00-049-00
03-018-00-050-00
03-018-00-051-00
03-018-00-052-00
03-018-00-053-00
03-018-00-054-00
03-018-00-055-00
03-018-00-056-00
03-018-00-057-00
03-018-00-058-00
03-018-00-059-00
03-018-00-060-00
03-018-00-061-00
03-018-00-062-00
03-018-00-063-00
03-018-00-064-00
03-018-00-065-00
03-018-00-066-00
03-018-00-067-00
03-018-00-068-00
03-018-00-069-00
03-018-00-070-00
03-018-00-071-00
03-018-00-072-00
03-018-00-073-00
03-018-00-074-00
03-018-00-075-00
03-018-00-076-00
03-018-00-077-00
03-018-00-078-00
03-018-00-079-00
03-018-00-080-00
03-018-00-081-00
03-018-00-082-00
03-018-00-083-00
03-018-00-084-00
03-018-00-085-00
03-018-00-086-00
03-018-00-087-00
03-018-00-088-00
03-018-00-089-00
03-018-00-090-00
03-018-00-091-00
03-018-00-092-00
03-018-00-093-00
03-018-00-094-00
03-018-00-095-00
03-018-00-096-00
03-018-00-097-00
03-018-00-098-00
03-018-00-099-00
03-018-00-100-00

EXHIBIT "A2" (3236 NORTH RIDGE EAST)

EXHIBIT "A"

Situated in the Township of Ashtabula, County of Ashtabula and State of Ohio:

And known as being Lot Numbers Three (3) and Four (4) in the Suburban Gardens Allotment in said Township.

Property Address: 3236 North Ridge, Ashtabula, OH
Tax ID No.: 030300002900 & 030300002800

ASHTABULA COUNTY
NEW SURVEY
REQUIRED FOR
NEXT CONVEYANCE
DATE: 12-21-12
BY: DAH
AUDITOR

In compliance with Sec. 319.202
R.C. and Sec. (F) 319.54 R.C.
effective January 1st, 1968

\$325,000

TRANSFERRED
Auditor, Ashtabula County, Ohio

DEC 20 2012

Roger A. Lobst, CPA

1 inch = 100 feet

03-013-00-019-01

03-052-00-002-02

03-013-00-018-00

03-013-00-018-00

03-052-00-002-00

03-013-00-018-01

03-052-00-002-04

03-030-00-031-00

03-052-00-002-01

03-030-00-030-00

265'±

03-030-00-029-00

03-030-00-027-00

225'±

03-030-00-028-00

10'±

175'±

340'±

Ridgewood Avenue

RE TOWN

03-052-00-003-01

03-030-00-045-00

03-030-00-046-00

03-030-00-043-00

03-030-00-041-00

03-030-00-040-00

03-030-00-039-00

03-030-00-038-00

03-030-00-042-00

03-030-00-037-00



EXHIBIT A3 (BRICKWAY TO NEO)

Description of a 35.849 acre parcel of land

Page 1 of 2

Situated in the Township of Ashtabula, County of Ashtabula, State of Ohio and known as being part of Lots 2 and 3 in said Township (T13N R3W in the Connecticut Western Reserve) and being further bounded and described as follows:

Commencing at a point in the centerline of U.S. Route 20 where the same is intersected by the southern terminus of the centerline of Metcalf Drive (width varies); Thence N-00°47'35"E, along the centerline of Metcalf Drive, a distance of 489.67' to an angle point in same. Thence N-60°34'57"E, continuing along the centerline of Metcalf Drive, a distance of 182.22' to an angle point in same. Thence N-00°47'35"E, continuing along the centerline of Metcalf Drive, a distance of 596.95' to a point. Thence N-89°12'25"W a distance of 40.00' to a 5/8" iron pin (capped WEISS ASSOC. PS4759, PS6627) found in the west line of Metcalf Drive at the northeast corner of lands conveyed to and the Wal-Mart Real Estate Business Trust in Volume 271, Page 1309 of the Ashtabula County Recorder's Official Records (hereinafter referred to as "OR") and the Principle Place of Beginning of the parcel herein described.

THENCE N-89°13'08"W, along Wal-Mart's north line, a distance of 351.98' to a 5/8" iron pin (capped WEISS ASSOC. PS4759, PS6627) found in an inside corner of said Wal-Mart.

THENCE N-00°47'08"E, along an east line of said Wal-Mart, a distance of 117.71' to a 5/8" iron pin (capped WEISS ASSOC. PS4759, PS6627) found in Wal-Mart's northeast corner.

THENCE N-89°12'25"W, along Wal-Mart's north line, a distance of 571.51' to a 5/8" iron pin in the east line of the Lot 4 in the Ashtabula Mall Subdivision (recorded at Volume 14, Page 96 of Ashtabula County plat records) conveyed to Cabot Ashtabula 23 LLC in Volume 419, Page 371 OR.

THENCE N-00°44'10"E, along the east line of said Lot 4 and the east line of Lot 5 in said Ashtabula Mall Subdivision, a total distance of 1722.48' to a 1/2" iron pipe found in the southwest corner of lands conveyed to the Cleveland Electric Illumination Company in Volume 640, Page 272 of Ashtabula County deed records.

THENCE N-81°54'10"E, along the south line of said Illuminating Company, a distance of 541.64' to a 1/2" iron pin found in the northwest corner of lands conveyed to the Mauro Family Revocable Trust in Volume 447, Page 1011 OR.

THENCE S-00°46'50"W, along Mauro's west line, a distance of 572.48' to a 3/4" iron pin found at the southwest corner of said Mauro.

THENCE S-89°13'10"E, along Mauro's south line, a distance of 470.00' to an iron pin set in the northwest corner of lands conveyed to the Revival Center Church in Volume 719, Page 131 of Ashtabula County deed records.

THENCE S-00°47'41"W, along the west line of said Revival Center Church and the west line of lands conveyed to PAN Properties, LLC in Volume 206, Page 2183 OR, a total distance of 1234.06' to an iron pin set in the north line of the cul-de-sac at the north end of Metcalf Drive.

THENCE, westerly and southerly along the northerly and westerly lines of Metcalf Drive, around said cul-de-sac, on a curve to the left, having a Radius of 65.00', a Delta Angle of 169°23'36", a Chord distance of 129.44' bearing S-44°04'48"W, and Arc distance of 192.17' to an iron pin set at the beginning of a curve to the right.

Description of a 35.849 acre parcel of land

Page 2 of 2

THENCE, continuing along the westerly line of Metcalf Drive, on a curve to the right having a Radius of 35.00', a Delta angle of 41°24'35", a Chord distance of 24.75' bearing S-19°54'42"E, an Arc distance of 25.30' to the Principle Place of Beginning. Containing 35.849 acre of land more or less, but subject to all legal highways.

It is intended herein to describe the residual of those lands conveyed to Lowell B. Brockway in Volume 76, Page 5700 OR, pursuant to a survey of same in November 2011 by Charles E. Sharp, Ohio Professional Surveyor #7510, Ashtabula, Ohio. All iron pins set (5/8" rebar, 30" in length) are identified by a plastic cap bearing the imprint "SHARP 7510". N-00°47'35"E was used on the centerline of Metcalf Drive at the north end of same, as shown on the Wal-Mart Subdivision creating Metcalf Drive (recorded at Volume 17, Page 56 of Ashtabula County plat records) and is the basis for the bearings herein described.

ASHTABULA CO. ENGINEER
APPROVED
11-16-11 MGS
SURVEY DEPT.



11/12/2011

Charles E. Sharp

ASHTABULA COUNTY ENGINEER
By DAH Date 11-16-2011

Doc ID: 002363800003 Type: Q/I
Kind: WARRANTY DEED
Recorded: 11/14/2011 at 01:49:48 PM
Receipt#: 2011-00010890
Fee Amt: \$30.00 Page 1 of 3
Ashtabula County, Ohio
Judith A. Barta Recorder
Filed 2011-00010788
EX 505 Pg 1712-1714

In compliance with Sec. 319.202
R.C. and Sec. (F) 319.54 R.C.
effective January 1st, 1968

\$ 22,700

**EXHIBIT ("A4")
MAURO TO NEO**

TRANSFERRED
Auditor, Ashtabula County, Ohio

NOV 14 2011 50⁰

Roger A. Lecht, CPA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **SHIRLEY J. MAURO, SETTLOR** of the **MAURO FAMILY REVOCABLE TRUST, U/D/T December 18, 2008**, the Grantor, for the consideration of Ten and 00/100 (\$10.00) received to her full satisfaction of

NEO DEVELOPMENT CORP.
an Ohio Corporation

Grantee, Whose TAX MAILING ADDRESS is P. O. Box 768, Ashtabula, Ohio 44005-0768, does GRANT, BARGAIN, SELL, AND CONVEY unto the said Grantee, its successors and assigns, the following described real estate:

Situated in the Township of Ashtabula, County of Ashtabula, and State of Ohio and being part of Original Lot 3 and 6;

Beginning at a point in the centerline of Cook Road at the northeast corner of land conveyed to Pete A. and Shirley J. Mauro, (as recorded in Vol. 51, Pg. 6669, Ashtabula County General Index Records), and being 2783.34 feet northerly from the centerline of North Ridge Road as measured along the centerline of Cook Road;

Thence south 81° 51' 20" west, along the northerly line of Mauro, 18.22 feet to an iron pin found in the westerly line of Cook Rd.; thence in the same course, 407.23 feet to an iron pin found in the northwest corner of Mauro;

Thence south 0° 47' west, along the westerly line of Mauro, 545.41 feet to an iron pin found in the northwest corner of land conveyed to Georgia M. Rose, (as recorded in Vol. 329, Pg. 332, Ashtabula County Records of Deeds);

Thence North 89° 13' west, 470.00 feet to an iron pin set;

ASHTABULA LAND TITLE
PICK UP

DM

Situated in the Township of Ashtabula, County of Ashtabula, and State of Ohio and being part of Original Lot 3 and 6;

Beginning at a point in the centerline of Cook Road at the northeast corner of land conveyed to Pete A. and Shirley J. Mauro, (as recorded in Vol. 51, Pg. 6669, Ashtabula County General Index Records), and being 2783.34 feet northerly from the centerline of North Ridge Road as measured along the centerline of Cook Road;

Thence south $81^{\circ} 51' 20''$ west, along the northerly line of Mauro, 18.22 feet to an iron pin found in the westerly line of Cook Rd.; thence in the same course, 407.23 feet to an iron pin found in the northwest corner of Mauro;

Thence North $0^{\circ} 47'$ east, parallel with the westerly line of Mauro, 572.53 feet to an iron pin set in the southerly line of land conveyed to the Cleveland Electric Illuminating Co., (as recorded in Vol. 640, Pg. 272, Ashtabula County Records of Deeds);

Thence North $81^{\circ} 51' 20''$ East, along the southerly line of the Cleveland Electric Illuminating Co., 883.10 feet to an iron pin found in the westerly line of Cook Rd.; thence in the same course, 18.22 feet to a point in the centerline of Cook Road;

Thence South $0^{\circ} 49'$ West, along the centerline of Cook Road, 101.24 feet to the place of beginning and containing 7.5540 acres of land according to a survey in December 1990, by Ronald M. Bienko, P.S. 4841.

RESERVING TO THE GRANTORS, THEIR HEIRS AND ASSIGNS, AN EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND ALL UTILITIES ABOVE AND BELOW GROUND OVER AND ACROSS THE FOLLOWING DESCRIBED PREMISES;

Situated in the Township of Ashtabula, County of Ashtabula, Ohio.

Beginning at a point where the centerline of Cook Road is intersected by the southerly line of the Cleveland Electric Illuminating Co.,

Thence South $0^{\circ} 49'$ West, along the centerline of Cook Rd., 60.74 feet to a point;

Thence South $81^{\circ} 51' 20''$ West, parallel with the southerly line of the Cleveland Electric Illuminating Co., and 60.00 feet southerly therefrom as measured at right angles thereto, 901.27 feet to a point in the westerly line of the above described parcel;

Thence North $0^{\circ} 47'$ East, along the westerly line of the above described parcel, 60.74 feet to a point in the southerly line of The Cleveland Electric Illuminating Co.;

Thence North $81^{\circ} 51' 20''$ East, along the southerly line of The Cleveland Electric Illuminating Co., 901.32 feet to the place of beginning.

Be the same more or less, but subject to all legal highways.

Permanent Parcel Number: 03-009-00-004-02
Prior Deed Reference: Volume 447, Page 1011

**SURVEY UPDATE REQUIRED
REQUIREMENTS FOR NEXT TRANSFER**

By SM Date 11-14-11
ASHTABULA COUNTY ENGINEER



03-000-00-175-00

03-000-00-176-00

1 inch:400 feet

03-000-00-154-00

03-000-00-135-00

03-000-00-135-00

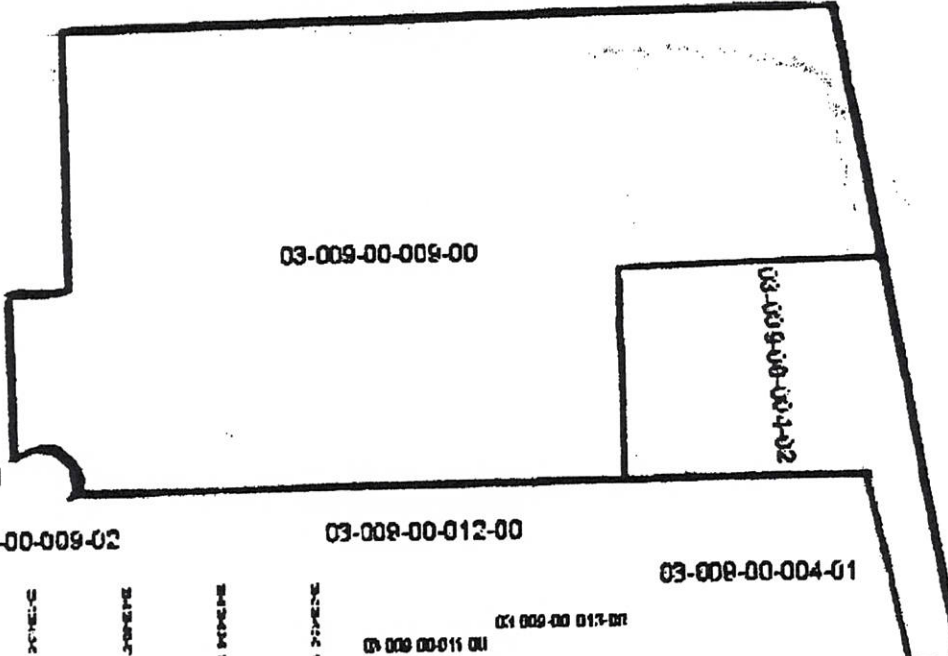
03-000-00-135-00

03-052-00-005-00

03-052-00-004-01

03-052-00-004-01

03-052-00-004-02



03-009-00-009-00

03-000-00-156-00

03-009-00-008-01

03-009-00-004-01

400
200
0

03-009-00-009-02

03-009-00-012-00

03-009-00-004-01

03-009-00-010-00

03-009-00-011-00

03-009-00-022-00

03-000-00-024-00

03-009-00-017-00

03-009-00-017-01

400 Feet
Scale

32A

1 Exhibit B 11

MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF ASHTABULA AND THE CITY OF
ASHTABULA RELATIVE TO THE CURRENT AGREEMENT
BETWEEN CITY OF ASHTABULA, OHIO AND ASHTABULA
COUNTY OHIO FOR WASTEWATER CONVEYANCE,
TREATMENT AND DISPOSAL

The parties hereto acknowledge that they have negotiated a tentative "Agreement between City of Ashtabula, Ohio and Ashtabula County, Ohio for Waste Water Conveyance, Treatment and Disposal" (hereinafter "the tentative Sewer Agreement"), a copy of which is attached hereto as an exhibit.

The parties acknowledge that they have engaged in extensive negotiations in order to achieve the tentative agreement referenced above, that each is satisfied with the said tentative Sewer Agreement in its current form, and that neither reserves the right to re-open negotiations except as may be provided in a separate Memorandum of Understanding of even date. At an appropriate time its execution is anticipated to be authorized by the respective bodies. As conditions precedent thereto, however, the parties agree that:

I. All parties are to utilize their best efforts to successfully negotiate two (2) agreements for the formation of Joint Economic Development Districts (JEDDs), with one such JEDD to be located in Saybrook Township and one to be located in Ashtabula Township. The City of Ashtabula, Ohio is to be a party to both JEDDs.

II. Upon the successful negotiations of both initial JEDDs described above, the parties agree that they shall execute the foregoing tentative Sewer Agreement.

A. A JEDD will be deemed to be successfully negotiated pursuant to this Memorandum of Understanding when the City and the Township involved have scheduled the public hearings required in Section 715.75 of the Revised Code of Ohio upon the proposed contract, description of the proposed area, and economic development plan for the proposed District.

III. Upon execution of the foregoing tentative Sewer Agreement the existing litigation by and between the parties, and including the Township of Saybrook as an Intervenor, being case no. 07 CV 636 in the Court of Common Pleas of Ashtabula County, is to be dismissed without prejudice at Plaintiff's costs.

IV. In the interim, should a dispute arise between the parties concerning any matters covered in the attached tentative agreement, and in event that the parties are unable to reach agreement on said issue, the matter shall be submitted to binding arbitration using the procedure set forth in Section 13 of said tentative Sewer Agreement.


V. The County is to provide its comments or proposed Addendum to the City's Facilities Plan in a timely fashion while the foregoing JEDDs are being negotiated, as is contemplated in Section 1(A) of the tentative Sewer Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed by their duly authorized respective officers.

ASHTABULA COUNTY, OHIO


Daniel R. Claypool
County Commissioner

CITY OF ASHTABULA, OHIO


Anthony Cantagallo
City Manager

Peggy Carlo

Peggy Carlo, County Commissioner

Charles Brockway

Charles Brockway
President, Ashtabula City Council

Joseph Morosini

Joseph Morosini, County Commissioner

Pursuant To Ordinance No. 2009-168
Passed and Dated 12/07/2009

APPROVED AS TO LEGAL FORM:

Thomas L. Sartini

Thomas L. Sartini
Ashtabula County, Ohio Prosecuting Attorney

APPROVED AS TO LEGAL FORM:

Michael Franklin

Michael Franklin
Ashtabula Ohio, City Solicitor

- EXHIBIT -

**AGREEMENT BETWEEN CITY OF ASHTABULA, OHIO AND
ASHTABULA COUNTY, OHIO FOR WASTEWATER
CONVEYANCE, TREATMENT AND DISPOSAL**

THIS AGREEMENT made and entered into at Ashtabula, Ohio on the _____ day of _____, 20__ by and between the City of Ashtabula, Ohio, an Ohio municipal corporation (hereinafter the "City") by its City Manager, duly authorized by Ordinance _____ and the County of Ashtabula, Ohio (the "County") by its Board of County Commissioners by Resolution adopted on _____.

WHEREAS, the County in cooperation with the City wishes to provide for the proper collection, conveyance, treatment, and disposal of Wastewater from certain unincorporated territory, which territory is hereinafter defined as the County Collection Area; and

WHEREAS, the parties intend this Agreement, which shall be effective upon its execution, to be a replacement of the current Agreement; and

WHEREAS, it is the intention of the parties that this Agreement will implement the Ashtabula Facility Plan; and

WHEREAS, the City has a Wastewater Treatment Facility with sufficient capacity and the County has accordingly determined to contract with the City for the conveyance of Wastewater from the County Collection Area from the City's corporation line to the City's Wastewater Treatment Facility and for the treatment and disposal of such Wastewater; and

WHEREAS, the City acting pursuant to Article XVIII of the Ohio Constitution, and the County, acting under authority of Sections 6117.01 et. seq. of the Ohio Revised Code, are fully authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereafter set forth, and for other good and valuable consideration the parties do hereby promise and agree as follows:

SECTION 1:

As used in this Agreement:

(a) "ASHTABULA FACILITY PLAN" shall mean the facility plan funded under USEPA Grant #C390761-010, and prepared jointly by Engineering Science, Ltd., and Woodruff, Inc., (Engineers for City of Ashtabula and Ashtabula County respectively), and as approved by the Ohio EPA and USEPA, and as updated by the "Ashtabula Facilities Plan, 2008 Addendum" prepared by GGJ, Inc. and dated April, 2008 and the "Addendum" to be prepared by the County prior to the execution of this Agreement and as may otherwise be updated from time to time and approved by the Ohio EPA.

(b) "CITY SEWERAGE SYSTEM" shall mean the Sewerage System owned by the City.

(c) "CITY TRIBUTARY CUSTOMERS" shall mean those County customers whose Wastewater is transported, pumped and treated by the City Sewerage System and the Wastewater Treatment Facility of the City.

(d) "CODIFIED ORDINANCES" shall mean the Codified Ordinances of the City of Ashtabula, as may be amended from time to time.

(e) "COSTS OF CONSTRUCTION" shall mean the costs of labor and materials, engineering and inspection, acquisition of necessary real estate and interests therein, interest on bonds and notes during the period of construction, and all other

incidental costs directly connected with the construction of any sewer facility, less the amount of any Federal or State grant received for such facility.

(f) "COUNTY COLLECTION AREA" shall mean the unincorporated portion of the Facilities Planning Area of the Ashtabula Wastewater Treatment Facility as defined in the "Ashtabula Facility Plan," and as depicted on Exhibit "A" attached hereto and incorporated herein by reference.

(g) "COUNTY SEWERAGE SYSTEM" shall mean the Sewerage System owned by the County and located in the County Collection Area.

(h) "INFILTRATION" shall mean water entering a Sewerage System and service connections from the ground through such means as, but not limited to, pipes, pipe joints, connections, manhole walls or manhole joints.

(i) "INFLOW" shall mean the water discharged into a Sewerage System, including service connections, from such sources as, but not limited to, roof leaders, yard and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from Storm Water sewers, surface runoff, or drainage.

(j) "SEWERAGE SYSTEM" shall mean pipelines or conduits, pumping stations, and force mains, and all other constructions, devices, pertinences, and facilities used for collecting or conducting Wastewater to a point of disposal or treatment, but does not include plumbing fixtures, building drains and sub-drains, building sewers, Storm Water conveyances, and building storm sewers.

(k) "STORM WATER" shall mean the excess water running off the surface of a drainage area as a result of precipitation. It is that portion of the precipitation and

resulting surface flow that is in excess of that which can be absorbed by the soil of the basin.

(l) "WASTEWATER" shall mean the sewage, industrial wastes or other wastes suitable for discharge into the Sewerage System in accordance with Chapter 933 of the Codified Ordinances.

(m) "WASTEWATER TREATMENT FACILITY" shall mean any plant, disposal field, basin, lagoon, dam, treatment plant pumping station, building sewer connected directly to treatment works, incinerator, or other works used for the purpose of treating, stabilizing, blending, composting, holding, disposing, or discharging Wastewater, sludge or sludge materials.

SECTION 2:

That, subject at all times to the City's right to sell surplus utility services under the provisions of Article XVIII, Section 6 of the Constitution of Ohio, the County shall have the right and obligation, throughout the effective period of this Agreement to discharge all Wastewater from the County Sewerage System, either directly or indirectly, or both, into the City Sewerage System at such locations, invert elevations, and velocities as may be mutually agreed upon by the parties hereto, and to have the same transported, pumped and treated by the City Sewerage System and the Wastewater Treatment Facility of the City, provided, however:

(a) The County shall have adopted or passed such measures as may be necessary to authorize the execution of this Agreement.

(b) The discharge of Wastewater from the County Sewerage System to the City Sewerage System shall not exceed One Million Two Hundred Thousand (1,200,000)

gallons of annual average daily flow, except with the written authorization of the City, which may be withheld in the City's sole discretion. The County shall pay the City for each gallon of Wastewater over this annual average flow in accordance with Section 3 of this Agreement.

The parties agree that Wastewater originating in the City (Ward 4 to east of the Ashtabula River) which is transported through the County System in Ashtabula Township and re-enters the City at Columbus Avenue shall not be counted against the One million (1,200,000) gallons of average annual daily flow. It is further agreed that such Wastewater flow will not exceed Four Hundred Thousand (400,000) gallons of average annual daily flow without the written authorization of the County which authorization will not be unreasonably withheld. For purposes of calculating the flows as limited by the Section, it is recognized that the Wastewater from Ward 4 that enters the County Collection System at State Road is composed in part of flow from unincorporated areas and, until and unless actual monitoring data is available, it shall be deemed that seventy-five percent (75%) of the flow out of Ward 4 originates in the City and twenty-five percent (25%) originates outside the City. This Section is subject to amendment if actual flow monitoring demonstrates a different proportion.

(c) Whenever, and to the extent that Chapter 933 of the Codified Ordinances prohibits or restricts the direct or indirect discharge to the City Sewerage System of sub-foundation building drains from premises within the City, such prohibitions or restrictions shall apply with equal force to premises within the County Collection Area.

(d) The County agrees it will not at any time cause or permit Storm Water or roof water leaders to be led into or connected with the County Sewerage System, or led

into or connected with any soil pipe, house drain, or house sewer tributary to the County Sewerage System. The County agrees to implement, during the duration of this Agreement, the Inflow and Infiltration Reduction Program required by the Satellite Sewer Discharge Control Program Agreement, attached hereto and incorporated herein as Exhibit B. The City agrees to implement during the duration of this Agreement an Inflow and Infiltration Reduction Program, including a Sanitary Sewer Evaluation Survey (SSES), the same as is being required of the County and which shall be completed within eighteen (18) months of the effective date of this Agreement, designed to eliminate excessive inflow and infiltration from the City Sewerage System. The City's program shall include field investigations to locate the primary sources of inflow and infiltration and the development of corrective actions for sources, including sources from private property. Field investigations shall include the installation, maintenance and monitoring of at least five (5) permanent flow meters at appropriate points throughout the City Sewerage System. The City agrees to provide to the County a progress report annually documenting the results of all Inflow and Infiltration reduction program activities implemented during the prior twelve months.

(e) The County agrees that no person shall directly or indirectly use or discharge to the County Sewerage System in violation of any applicable provision of Chapters 933 and 937 of the Codified Ordinances.

(f) The County agrees it will not discharge, cause or permit to be discharged, directly or indirectly into the County Sewerage System or into any water course, ditch, or drain leading into the County Sewerage System, any acid, chemical, or other substance, which tends to, or does destroy, or in any way injures any part of the City Sewerage

System or which in any way interferes with proper maintenance of facilities and the transportation, treatment, or disposition of any Wastewater carried or drained through any part of the City Sewerage System.

(g) The County agrees it will not discharge, cause or permit to be discharged, directly or indirectly into the County Sewerage System, any kerosene, gasoline, benzene, naphtha or any explosive or flammable chemical, substance or thing.

(h) The County agrees the requirements set forth herein shall be fully applicable to all premises in the County Collection Area, which are or later become tributary, directly or indirectly, to the City Sewerage System, to the same extent and degree as they apply within the City and any violation of these provisions shall be corrected or caused to be corrected without delay by the County.

(i) The County agrees that sewer services, providing for the discharge of Wastewater into the Sewerage System, shall be restricted to usage by properties within the County Collection Area. The County agrees that should any properties within the County Collection Area annex to the City, the City shall have the right to provide sewer service to such properties the same as it would any other areas within its corporate limits irrespective of this Agreement.

In the event of a proposed JEDD to which the City is a party, and the proposed JEDD area requires the extension of the County Sewerage System into the JEDD area, the County shall have the right to make such extension. The City may at any time propose a plan for the financing, construction and schedule of completion of the extension which is consistent with the Ashtabula Facility Plan and the County shall have sixty (60) days from receipt of the City's proposed plan to elect to construct such

extension on the same terms and conditions as the City's plan or on its own terms and conditions, which cannot be less than the City's plan in either quality or time of completion, or the City may construct the extension in accordance with its proposed plan. In such event the City would maintain and operate the same without cost or expense to the County and the users of said extension would then be users and customers of the City.

(j) The County agrees that the construction of all house sewers or service connections within the County Collection Area shall comply with this Agreement, the then current minimum requirements governing such work in the City, and conform to the County's rules and regulations.

(k) The County agrees that the design, construction, operation, use and maintenance of the County Sewerage System, and house services and connections within the County Collection Area, including all connections with the City Sewerage System, shall be performed without expense to the City, and shall conform in all respects with or exceed the corresponding standards and practice of the City.

All portions of the County Sewerage System shall be constructed in accordance with detailed plans and specifications which have been approved by the City Engineer or Superintendent of Wastewater Treatment as to capacity and the County's compliance with this Agreement, provided that such approval or disapproval supported by reasons therefore, shall be made by the City Engineer or Superintendent of Wastewater Treatment within thirty (30) days after said plans and specifications have been received by the City Engineer. Absent approval or disapproval as set forth above, the County may proceed with construction in full conformity with such plans and specifications and with such engineering supervision and inspection as may be conducted by the City, at its cost, and

subject to all other provisions of this Agreement and applicable references and requirements under Chapters 6111 and 6117 of the Ohio Revised Code, and any rules adopted thereunder. Upon completion of such work, and not later than sixty (60) days thereafter, accurate record drawings showing the work as actually constructed shall be filed by the County, with the City, having been approved and signed by the County. The County agrees to notify the City at least five (5) business days prior to connecting to the City Sewerage System.

The County shall not perform or authorize any connection, other than single-family residential, to the County Sewerage System until after the proposed connection has been approved by the City Engineer or Superintendent of Wastewater Treatment as to capacity and the County's compliance with this Agreement, provided that such approval or disapproval supported by reasons therefore, shall be made by the City Engineer or Superintendent of Wastewater Treatment within thirty (30) days after the permit application for such connection has been received by the City Engineer. Absent approval or disapproval as set forth above, the County may proceed with performing or authorizing the connection. All connections to the County Sewerage System shall be required to be subject to all other provisions of this Agreement and applicable references and requirements under Chapters 6111 and 6117 of the Ohio Revised Code, and any rules adopted thereunder. Upon issuance of a permit for any connection to the County Sewerage System, the County shall provide to the City a copy of the permit.

(1) The County agrees that for all structures and properties connected to the City Sewerage System, after the effective date of this Agreement, a sewer tap-in fee, or such similar charge as may be hereinafter established by the City, shall be applicable to

any and all such structures and properties to be connected to the County Sewerage System; and provided that such charge(s) shall be determined and collected before or upon the issuance of a permit to connect such structures to the sewerage system. The tap-in fee shall be calculated in accordance with Chapters 933 and 937 of the Codified Ordinances. The tap-in fee for residential connections to the County Sewerage System shall be the same as the tap-in fee for residential connections to the City Sewerage System.

Other than otherwise permitted in this Agreement neither party shall have the right to remit, reduce or waive a tap-in fee , regardless of the location, without the express written consent of the other.

Notwithstanding the foregoing, the City shall have the right to remit or reduce, on a case-by-case basis , any tap-in fee due to the City, and the County shall have the right to remit or reduce, on a case-by-case basis, any tap-in fee due to the County.

At least thirty (30) days before legislatively imposing any tap-in fee increase for any user of the Sewerage System, the City shall provide the County with documentation of the City's justification for the increase. Industrial and commercial users of the County Sewerage System shall pay tap-in charges in accordance with Chapters 933 and 937 of the Codified Ordinances, which tap-in charges shall be the same for such users within the City.

(m) The County agrees to establish, implement and maintain a system of sewer service connections permits and shall transmit copies of sewer service permits to the City at monthly intervals along with tap-in fees collected for that same monthly interval. The County shall keep and maintain accurate records of all premises connected with the

sewerage service rate for residential users as established, and changed from time to time, in Chapters 933 and 937 of the Codified Ordinances of the City."

(c) For industrial and commercial users located outside of the City and subject to the provisions of SECTION 14 of this Agreement, the City, in the City's sole discretion may impose the following surcharge: (i) an amount of water consumption by the industrial or commercial user multiplied by one hundred percent (100%) of the current sewer rate, which is to be phased in over the two years next following the date of the condition triggering the imposition of the surcharge as set forth in SECTION 14(b) of this Agreement, with no greater than a fifty percent increase in the first year, or (ii) an amount of no more than thirty dollars (\$30) per month per full time equivalent employee employed at the property of an industrial or commercial user, which is to be phased in over the two years next following the date of the condition triggering imposition of the surcharge as set forth in SECTION 14(c) of this Agreement, with an amount of not more than fifteen dollars (\$15) per month per full time equivalent employee to be imposed in the first year. For an industrial or commercial user located outside of the City and subject to the provisions of SECTION 14 of this Agreement, the total monthly charge shall be the total sewerage service charge plus either the additional surcharge in (i) or the additional surcharge in (ii), in the City's sole discretion. Such surcharges are collectible in the same manner as any other sewer service charge. The County agrees to certify to the County Auditor any unpaid charges to be collected as and with real property taxes on the property involved. Every five (5) years after the effective date of this Agreement, the City may adjust the amount of the surcharge for industrial and commercial users; provided, however, that if an increase of

approved plans and specifications and the County's requirements, which specifications shall be at least equal to those of the City.

SECTION 8:

The construction and reconstruction of all intercepting trunk and lateral sewers, house laterals and related appurtenances in the County Collection Area shall be made and installed without expense to the City, and the County will save the City harmless against any and all claims which may arise by reason of improper construction of devices designed and built by the County

SECTION 9:

(a) The County at its sole cost and expense will contract, supervise and install the improvements to the Carpenter Road Pump Station identified in Exhibit C attached hereto and incorporated herein.

(b) Upon completion of the improvements to the Carpenter Road Pump Station, it shall become the property of the County, which shall be solely responsible for its maintenance and operation.

The County shall not increase the pump capacity of the Carpenter Road Pump Station above the capacity of the pumps as determined in the City's B&N Report dated September, 2002 and identified in Exhibit "C" without the written approval of the City.

(c) The parties acknowledge and agree that the participation of the County in the costs of improvements to the Carpenter Road Pump Station does not constitute an admission by the County of any liability for the overflow problems in the City's Sewerage System.

in the County Collection Area in accordance with Chapter 933 of the Codified Ordinances.

SECTION 5:

The City shall have the right to temporarily stop or divert the Wastewater flowing from any portion of the County Sewerage System into the City Sewerage System, for the purpose of inspecting, or making necessary repairs to the City Sewerage System, provided, however, that such inspection or repairs shall be made as expeditiously as possible and that reasonable notice shall be given to the County so as to permit the notification of all parties connected to the affected portion of the County Sewerage System.

SECTION 6:

The County shall permit the City to examine all available detailed as-built plans, specifications, and other pertinent information for all portions of the County Sewerage System heretofore constructed by the County which discharge into the City Sewerage System, and all available as-built plans, specifications and other pertinent information of all privately constructed sewers within the County Collection Area which discharge, directly or indirectly, into the City Sewerage System.

SECTION 7:

The construction in the County Collection Area of all intercepting trunks, laterals and house connections, and related appurtenances, tributary to the City Sewerage System shall be inspected by the County and may be inspected by the City Manager or his designee. The character and quality of the construction materials and construction methods employed on all sewers and appurtenances shall be in accordance with the

more than ten percent (10%) over the existing surcharge is proposed, the City shall notify the County of the amount and justification of such increase and, upon request of the County, will negotiate the increase. If the parties are unable to agree upon the amount of the increase over ten percent (10%), the parties shall submit the question to binding arbitration in accordance with SECTION 13.

SECTION 4:

The City may administer and enforce Sections 933.01 – 933.17 of the Codified Ordinances within the County Collection Area in order to prohibit or limit the discharge of toxic and other substances into the Sewerage System. It is also agreed that City representatives may enter industrial and commercial establishments, located in the County Collection Area, perform inspections, and sample Wastewater for the purpose of enforcing Chapters 933 and 937 of the Codified Ordinances. The County agrees to adopt as a regulation or ordinance of the County, the requirements of Sections 933.01–933.17 of the Codified Ordinances in order that these requirements shall be applicable to all premises in the County Service Area which are, or later become, tributary directly or indirectly to the City Sewerage System to the same extent as they apply to premises within the City. The City and the County agree that all fee and fine_schedules for administering and enforcing the pretreatment program under Chapter 933 of the Codified Ordinances shall be the same for operations in the City and operations in_the County Collection Area, that such fees and fines shall be collected in accordance with Chapter 937 of the Codified Ordinances, and that the City may bill industrial users in the County Collection Area directly for all such fees and fines. The City shall inspect industrial users

SECTION 10:

Subject to the provisions of Section 2 (b) of this Agreement, the City shall be permitted to use, without cost to the City, such portions of the County Sewerage System in existence on the date this Agreement commences as are necessary for the purpose of conveying Wastewater originating in the City through the County Sewerage System in order to properly and efficiently convey such Wastewater into the City Sewerage System.

The City shall be permitted to use each such portion of the Sewerage System constructed by the County after the date this Agreement commences for the conveyance of Wastewater originating in the City, provided excess capacity is available and an equitable division of costs is agreed to by the parties.

SECTION 11:

Subject to the following terms and conditions, any completed Sewerage System improvement which is owned by the County and located within any part of the County Collection Area that may hereafter be annexed to the City shall, upon such annexation, be conveyed by the County to the City in consideration of which the City shall thereafter maintain and operate the same without cost or expense to the County:

(a) In the event that the proceedings of the County for the construction of any such improvement provide for the levy or special assessments against the properties benefited thereby, no such conveyance shall be made until such assessments have been levied and until the bonds of the County to finance such construction have been delivered to and paid for by the purchase thereof, and no such conveyance shall affect the validity of such assessments or bonds.

be computed by subjecting the water usage to the applicable provisions and rates for areas outside the City's corporate limits as established, and changed from time to time, in Chapters 933 and 937 of the Codified Ordinances. The total sewerage service rate for residential users located outside the City shall be the same as the total sewerage service rate for residential users located in the City. At least thirty (30) days before legislatively imposing a sewerage service charge increase for any user of the Sewerage System, the City shall provide the County with the City's justification for the rate increase.

(b) The City, at its cost and discretion, may install flow meters to monitor Wastewater volume discharged from the County Collection Area to the City Sewerage System and the County, at its cost and discretion, may install flow meters to monitor the Wastewater volume flowing from the City Sewerage System through the County Sewerage System. The flow meters shall be installed in accordance with all applicable requirements. Each party shall provide regular calibration of such flow meters and shall provide a copy of such calibration records to the other party.

The City, in its sole discretion, and at any time, may determine to bill the County annually a sewer service charge based upon the Wastewater volume in excess of the annual average daily flow limits set forth in SECTION 2(b) of this Agreement, calculated using the flow meters. The County shall pay the City annually based upon the established rate and the total Wastewater volume in excess of the annual average daily flow limit during the prior year. Under this method, the established rate shall be computed by subjecting the annual average daily Wastewater flow in excess of the annual average daily flow limit to seventy-five percent (75%) of the applicable provisions and total

(b) No such conveyance shall be made unless and until the County and the City shall have mutually agreed upon any adjustment in the obligations imposed upon, or the payments required of, the County or the City under Section 2(l) and Section 3 of this Agreement made necessary by the conveyance of the particular improvement. For the purpose of reaching such mutual agreement, it shall be the duty of the City to notify the County forthwith, in writing, of the annexation to the City of territory covered by this Agreement. Thereupon, it shall be the duty of the County to notify the City in writing within forty-five (45) days of the County's position upon the matter of such an adjustment and thereafter to meet with the City for the purpose of arriving at such a mutual agreement.

(c) In the event that the County has entered into any loan indenture or trust agreement to secure bonds payable from the revenue of the County Sewerage System, no such conveyance shall be made unless permitted by such indenture or trust agreement or until the County shall have complied with any applicable provisions thereof.

(d) Upon annexation to the City of any portion of the County Collection Area and the conveyance of the County Sewerage System in the annexed territory to the City, the users within the annexed areas shall become users of the City Sewerage System and Wastewater Treatment Facility.

(e) Any portions of the Sewerage System constructed by the County which are financed by Farmers Home Administration loans or grants shall be excepted from all of the above provisions of this section until any obligations to repay Farmers Home Administration financing have been satisfied.

SECTION 12:

County Sewerage System and any portion of the City Sewerage System, which record shall, upon demand, be made available to the City. The County shall issue permits and collect all applicable fees for all premises located within the County Collection Area. The County shall give at least five (5) business days notice to the City's Department of Engineering prior to making any non-residential sewer service connection to the City Sewerage System.

(n) The County agrees to notify the City of prospective new customers in the County Collection Area.

(o) The County agrees to fully comply with the Satellite Sewer Discharge Control Program Agreement, attached hereto and incorporated herein as Exhibit "B", for the full term of this Agreement.

(p) The County agrees to furnish to the City Manager or his designee, all available information and data as to all sources of public water supply which may be in existence, or may later be developed to serve the County Collection Area. Further, the County agrees that where such public water supply discharges directly or indirectly into the County Sewerage System, the County shall require metering or other form of measurement as agreed to by the City Manager or his designee.

(q) The County agrees to furnish to the City copies of its location atlas maps showing the County Sewerage System and furnish additional up-to-date copies on an annual basis.

(r) The County agrees that all revenue collected by the County from City Tributary Customers shall be accounted for separately, and shall only be used for the

operation, maintenance, replacement, improvement, extension and expansion of the facilities that service the City Tributary Customers.

(s) To the extent a sub-divider does not have a legal alternative, where a subdivision is proposed to be created within the County Collection Area, the County shall require the subdivider to install a central sewage system to be connected to the County Sewerage System as required by Chapter 3701-29 of the Ohio Administrative Code or if the County Sewerage System is located within 300 feet of the proposed subdivision.

SECTION 3:

The City shall have the right and privilege, beginning as of the effective date of this Agreement, of billing the County for sewerage service charges based upon the total water consumed by properties connected to the County Sewerage System and the volume of Wastewater discharged from the County Collection Area to the City Sewerage System in excess of the annual average daily flow limit set forth in Section 2(b) of this Agreement. For the use of the City Sewerage System and Wastewater Treatment Facilities of the City, sewer charges shall be collected monthly and the portion thereof collected by, or due from the County for payment to the City shall be paid to the City monthly.

(a) The County shall provide the City with a list of those properties using the County Sewerage System which are not users of Ohio American Water or any other public or private water company. The County shall pay the City monthly based upon the established sewer service charges and the amount of water consumption of users discharging into the County Sewerage System during each month. Under this method, for determination of the sewerage service charge or charges, said charge or charges shall

The City and the County agree that should either retain engineering consultants to perform such work as may be required within the general scope of this Agreement, then each shall require their consultants to coordinate the work with the Ashtabula Facility Plan. Furthermore, it is agreed by both parties that all information, plans and studies concerned with the items of this Agreement shall be open and available to the other party and their consultants.

SECTION 13:

Failure on the part of either party to this Agreement to faithfully discharge its obligations and responsibilities hereunder, either in whole or in part, shall vest in the non-offending party the right to demand the offending party to cure or correct such failure to faithfully discharge its obligations and responsibilities by specifically advising the offending party in writing, by certified U.S. mail, return receipt requested, as to the alleged specific defects or failures in performance. Upon receipt of such notice the offending party shall have ninety (90) days to correct the defect or failure.

If the offending party objects to the accuracy or the validity of the alleged failures in performance or if the parties cannot agree whether any such failures in performance have been corrected, the matter shall be submitted to a board of three (3) arbitrators, one (!) to be chosen by each party and the third, who shall be a person experienced in the construction and operation of sewerage systems, to be chosen by the other two (2), which Board shall determine the disputed issues.

The cost of arbitration shall be borne equally by the parties.

Either party may challenge the finding of the Arbitrators in a court of competent jurisdiction on the issue only of whether the determination of the arbitrators was an abuse of their discretion.

During the term of this Agreement the parties agree that this Agreement may be terminated only upon the consent of both parties in writing.

SECTION 14:

(a) For the duration of this Agreement, the City shall not require compliance with any special considerations or conditions of annexation for properties in the County Collection Area as a condition to continuing to receive or extending sewer service.

(b) The parties agree that nothing in this Agreement restricts the City's right to impose the surcharge set forth in SECTION 3 (c) of this Agreement on the user and/or owner of a currently sewerred industrial or commercial property within the County Collection Area on the following conditions:

(i) When requested to do so by the City, the property or business owner fails to sign a "Request For The Formation Of A JEDD" or a "Letter Of Intent" to participate in a JEDD at least sixty (60) days prior to the public hearing required by O.R.C. 715.75; or

(ii) The property or business owner fails to sign a JEDD petition [(R.C. 715.76 (F) and R.C. 715.76 (G)] when requested to do so by the City; or

(iii) If, although a property owner or business owner has signed a JEDD petition in accordance with Paragraph (ii) above, no Joint Economic Development District has been finalized following either a) 120 days after the hearing on the

JEDD contract required by O.R.C. 715.75 (if no election is to be held) or (b) the election, if one is held pursuant to O.R.C. 715.77.

(iv) Any business or property owner who is included in a JEDD shall not be subject to the surcharge set forth in SECTION 3(c) of this Agreement.

(c) The parties agree that any JEDD created as the result of the terms of this Agreement shall not include any parcel of land owned in fee by or leased to the City or any township in the County Collection Area.

(d) During the term of this Agreement the County agrees that it will not extend sewers into any currently non-sewered areas for industrial or commercial users or connect new industrial or commercial users to existing sewers until the property becomes part of a new or existing JEDD, or the City waives this condition in writing.

(e) The parties agree that the determination of whether a use is industrial or commercial will be based on the actual use being made of the property rather than the zoning classification of the property.

SECTION 15:

This Agreement may be modified only upon agreement of the parties in writing.

SECTION 16:

A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

SECTION 17:

This Agreement will commence on _____, 20____, and shall remain in full force and effect until midnight of _____, 20____ [25-year period], subject only to a properly authorized modification, renewal or extension upon mutual agreement of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers.

ASHTABULA COUNTY, OHIO

CITY OF ASHTABULA, OHIO

Daniel R. Claypool, County Commissioner

Anthony J. Cantagallo, City Manager

Peggy Carlo, County Commissioner

**Charles P. Brockway, President,
Ashtabula City Council, Pursuant to
Ordinance No. 2009-168, Passed and
Dated December 7, 2009**

Joseph Moroski, County Commissioner

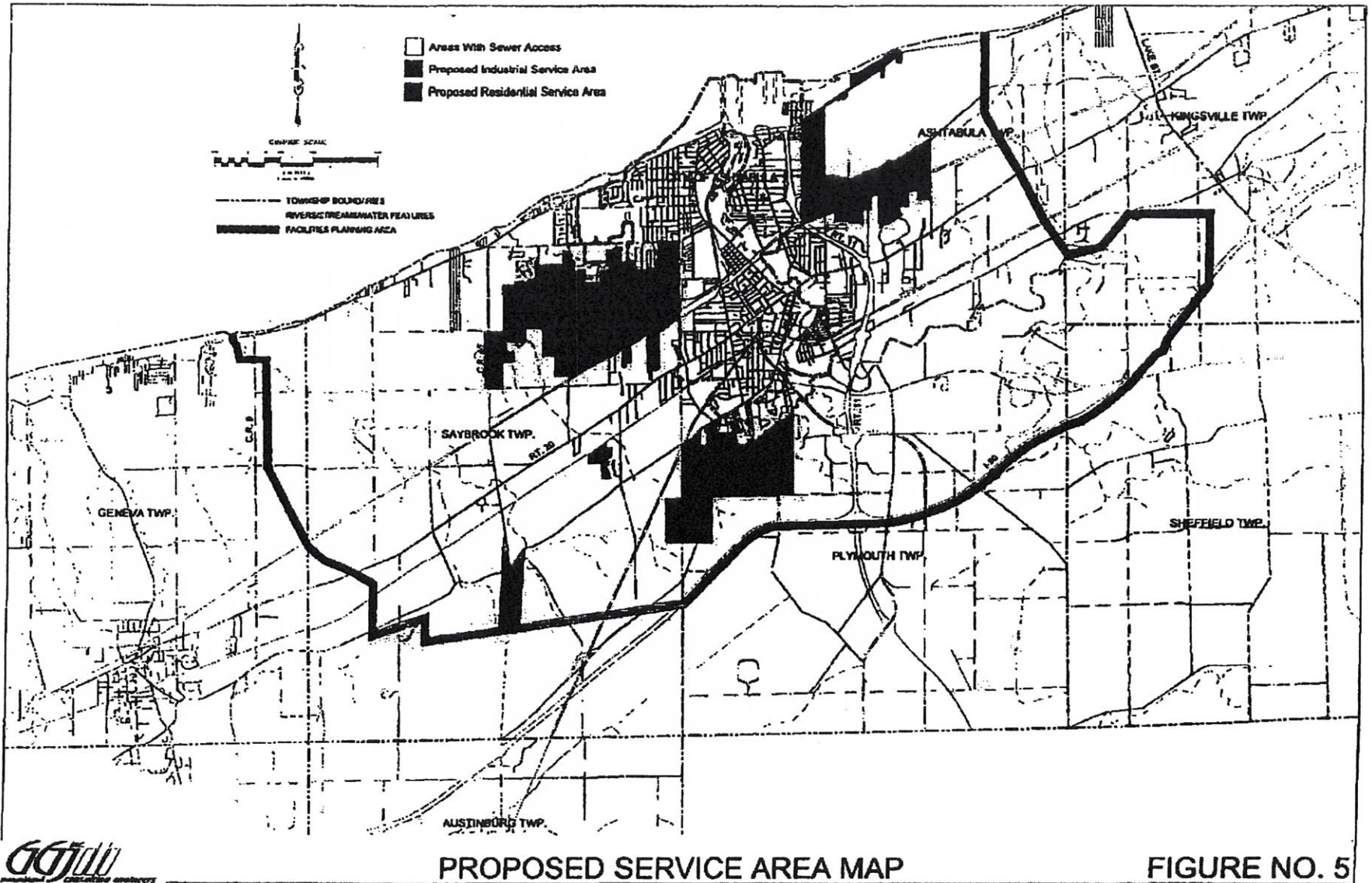
APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:

**Thomas L. Sartini, Esq.
Ashtabula County, Ohio Prosecuting Attorney**

**Michael Franklin, Esq.
Ashtabula City Solicitor**

EXHIBIT "A"



PROPOSED SERVICE AREA MAP

FIGURE NO. 5

59

EXHIBIT "B"

SATELLITE SEWER DISCHARGE
CONTROL PROGRAM AGREEMENT

THIS AGREEMENT, is made and entered into on, and effective this ____ day of _____, 20____ by and between the CITY OF ASHTABULA, an Ohio municipal corporation, 4717 Main Avenue, Ashtabula, Ohio 44004 (hereinafter " the City"), acting by and through its City Manager and duly authorized Ordinance No. _____, passed by Council on the ____ day of _____, 2009 and ASHTABULA COUNTY, an Ohio county, 25 West Jefferson Street, Jefferson, Ohio 44047 (hereinafter "the County"), acting by and through its Commissioners, and duly authorized Resolution No. _____, passed by the Commissioners on the ____ day of _____, 2009.

WITNESSETH

WHEREAS, the City owns, operates and maintains a sewerage system and a wastewater treatment plant under National Pollutant Discharge Elimination System Permit No. 3PE00002*LD, effective April 1, 2007; and

WHEREAS, the County owns, operates and maintains a sewerage system outside of the City's municipal boundaries and tributary to the City's sewerage system which constitutes a satellite sewerage system ("County Sewerage System")

NOW, THEREFORE, the City and the County agree to the following:

1. . Within 18 months of the effective date of this Agreement, the County shall develop a Satellite Sewer Discharge Control Program (the "SSDCP") for the County Sewerage System acceptable to the City and the Ohio Environmental Protection Agency ("Ohio EPA"). The purpose of the SSDCP is to eliminate all bypasses, overflows, and excessive inflow and infiltration from the County Sewerage System. The SSDCP shall require, at a minimum:

- a. Documentation and implementation of a Sewer Maintenance Program which utilizes Best Management Practices. The Best Management Practice Plan shall describe and ensure implementation of practices used to eliminate bypasses and overflows from the County Sewerage System. The Best Management Practice Plan shall include completion of a Sanitary Sewer Evaluation Survey within 18 months of the effective date of this Agreement.

- b. Documentation and implementation of an Inflow and Infiltration Reduction Program for the County Sewerage System. The program shall include field investigations to locate the primary sources of inflow and infiltration and corrective actions for sources, including sources from private property. Field investigations shall include the installation, maintenance and monitoring of a permanent flow meter at each point where the County Sewerage System connects to the City's sewerage system.
- c. Documentation that the County Sewerage System is operated under the supervision of a State-certified class II wastewater collection operator or equivalent or better.
- d. Establishment of reporting procedures and requirements for all bypass and overflow events from the County Sewerage System.
- e. Development of an updated map of the County Sewerage System.
- f. Procedures for allowing new connections to the County Sewerage System.
- g. The legal method through which the SSDCP shall be implemented and enforced:
- h. The SSDCP shall include a schedule of compliance which requires the elimination of all unauthorized bypasses and overflows from the County Sewerage System within 24 months of the effective date of this Agreement. The schedule of compliance shall require implementation of the recommendations of the Sanitary Sewer Evaluation Survey and any other rehabilitation requirements.
- i. Unauthorized bypasses and overflows include pump station bypasses, sewer system overflow pipes, manhole discharges, manual pumping to avoid flooded basements, and etc. All unauthorized bypasses and overflows must be reported, within 24 hours of occurrence, to the City, Ohio EPA (Spill Hotline), and the Ashtabula County Health Department.
- j. The SSDCP shall include a schedule for implementing the Inflow and Infiltration Reduction Program. The schedule shall provide that the County shall, within 18 months of the effective date of this Agreement, complete field investigations of the County Sewerage System tributary to the Carpenter Road pump station, and identify the corrective action or actions to be taken to address the identified inflow and infiltration sources and a schedule for their implementation.

2. Within 18 months of the effective date of this Agreement, the County shall implement the SSDCP requirements as outlined in Paragraph 1, above.

3. Effective 12 months from the effective date of the Agreement and annually thereafter, the County shall submit to the City a progress report documenting the compliance status of the County Sewerage System with the SSDCP. The progress report shall include a description of all reported unauthorized bypasses and overflows which occurred, and the results of all Inflow and Infiltration Reduction Program activities implemented, during the prior 12 months.

4. The County shall be responsible for payment of all fines, penalties and other fees or charges caused by violations of the SSDCP occurring in the County service area due to the County Sewerage System or to any action or failure to act of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers.

ASHTABULA COUNTY, OHIO

CITY OF ASHTABULA, OHIO

Daniel R. Claypool, County Commissioner

Anthony J. Cantagallo, City Manager

Peggy Carlo, County Commissioner

Joseph A. Moroski, County Commissioner

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL
FORM:

Thomas L. Sartini, Prosecuting Attorney

Michael Franklin, City Solicitor

Exhibit "C"

**BY-LAWS OF THE BOARD OF DIRECTORS OF THE
CITY OF ASHTABULA AND ASHTABULA TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT**

I. DISTRICT BOARD OF DIRECTORS

A. The board of directors (the "Board") shall govern the District. If there are businesses within the District, the members shall be as follows:

1. One member representing the City, appointed by the City Manager
2. One member representing the Township, appointed by the Board of Trustees
3. One member representing the owners of businesses, chosen by the City Manager and the Board of Trustees
4. One member representing the persons working within the District, chosen by the City Manager and the Board of Trustees
5. One member selected by the four members above

The City representative shall serve a term of one year; the Township representative shall serve a term of two years; the business owner representative shall serve a term of three years; the working persons' representative shall serve a term of four years. The member selected pursuant to paragraph (A)(5) shall also serve a term of four years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the Board, but no member may serve more than two consecutive terms on the Board. The member described in paragraph (A)(5) above shall serve as chair of the Board.

B. If there are no businesses within the District, the members shall be as follows:

1. One member representing the City, appointed by the City Manager
2. One member representing the Township, appointed by the Board of Trustees
3. One member selected by the two members above

The City representative shall serve a term of one year; the Township representative shall serve a term of two years; the third member shall serve a term of three years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board. The member described in paragraph (B)(3) above shall serve as chair of the Board.

C. The members of the Board shall serve without compensation. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

D. The Board may elect officers in addition to the Chairperson. Any such officers shall be elected at the first meeting of the Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The Board shall establish a procedure for such elections and such additional duties as may be provided from time to time by the Board.

1. The Board shall appoint one or more of its members to serve as fiscal officers, to manage and maintain bank accounts and fiscal records sufficient to demonstrate the

receipts and expenditures of the Board. The Board may, in lieu of such appointment, contract with the City Auditor or the Township Fiscal Officer to perform such functions.

II. POWERS, DUTIES, FUNCTIONS

A. The Board may from time to time amend these By-laws for the regulation of its affairs and the conduct of its business consistent with this Contract. Amendments to these By-laws shall require the approval of the Board of Township Trustees and the City Council. Amendments shall be consistent with state laws governing joint economic development districts.

B. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board (at which time the jointly chosen member shall be appointed) shall occur within 30 days of the date of appointment.

C. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of members of the Board may also call a special meeting by providing the same notice.

D. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District. The Board, on behalf of the District, may:

1. 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 and appurtenant thereto and the use thereof, including, but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
2. Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
3. Make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combinations thereof;
4. Apply to proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
5. Establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the JEDD Parties;
6. Promote, advertise and publicize the District, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties to this Contract as well as Ashtabula County and the State of Ohio;
7. Make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
8. Employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and

such other consultants and independent contractors as 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 District;

9. Receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source or money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and
10. Obtain by purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary.
 - E. All costs of employment, including, but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District as determined by the JEDD agreement.
 - F. The Board may provide by resolution that the purchase or real or personal property, as well as other goods or services shall comply with applicable rules or regulations of the JEDD Parties.

III. QUORUM; ORDER OF BUSINESS

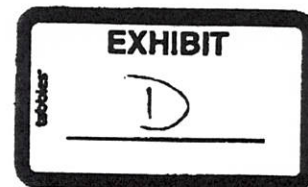
- A. Attendance of at least half of the currently serving members of the Board shall be necessary for the conduct of business at any regular or special meeting.
- B. The chair shall designate a person in attendance at the meeting to maintain minutes of the same. In lieu of written minutes, the meetings may be recorded and a brief written summary may be prepared for approval by the Board. If recorded, recordings shall be kept and stored safely as permanent records of the Board.
- C. At a meeting of the Board, the order of business shall be as follows:
 1. Roll call, certification of quorum
 2. Reading and approval of minutes of the prior meeting
 3. Report of receipts and expenditures of the Board since the last meeting
 4. Hearing of persons in attendance at the meeting, if authorized by majority vote of the Board members in attendance at the meeting.
 5. Old or pending business
 6. New business
 7. Miscellaneous business
 8. Scheduling of next meeting
 9. Adjournment.

IV. INCOME TAX

- A. It is a mandatory duty that the Board shall, at its first meeting, adopt a resolution to levy an income tax within the District in accordance with R.C. 715.74(C).
1. The resolution shall levy within the District an income tax at a rate equal to the income tax rate for the City, which rate is currently 1.8%, in accordance with R.C. 715.74(C), on all applicable entities and employees located within the area of the District. The income tax may be levied on income earned by persons working within the District and based on the net profits of businesses located in the District, but the income of an individual who resides in the District shall not be subject to such income tax unless the income is received for personal services performed in the District, pursuant to R.C. 715.74. The income tax shall go into effect on the first day of the calendar quarter immediately following the effective date of this Contract. The rate of the income tax may change from time to time so that it is equal to the highest rate being levied by a municipal corporation that is a JEDD Party. The revenues of the income tax shall be used for the purposes of the District and for the purposes of the JEDD Parties pursuant to this Contract.
 2. The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City's income tax legislation, as it may be amended from time-to-time, as applicable to the City's income tax, as long as such legislation is consistent with the provisions of R.C. 715.74 or its successor legislation. The income tax levied by the Board pursuant to this Contract and R.C. 715.74(C) shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.
 3. In accordance with R.C. 715.74(C)(2), the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Administration Agreement"). The Tax Administration Agreement shall provide that the Auditor of the City of Ashtabula shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

V. MISCELLANEOUS PROVISIONS

- A. Meetings of the Board shall not be meetings open to the public; however, notice shall be given to the businesses and property owners within the District as well as the Board of Township Trustees and the City Council at least three (3) calendar days in advance. Any member of the Board of Township Trustees, the City Manager or any member of the City Council may attend a meeting of the Board as an observer. Any owner of a property or business within the District may attend as an observer.
- B. Records and minutes of the actions and proceedings of the Board shall be kept in a regular and organized fashion. Copies shall be forwarded to the Board of Township Trustees and the City Council on an annual basis.



**ECONOMIC DEVELOPMENT PLAN FOR
THE CITY OF ASHTABULA AND ASHTABULA TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT**

The City of Ashtabula (the "City") and Ashtabula Township (the "Township") are entering into a contract (the "Contract") to create the City of Ashtabula and Ashtabula Township Joint Economic Development District (the "District"). The purpose of the District is to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State of Ohio, the County of Ashtabula and the District. In accordance with Division (C) of Section 715.75 of the Ohio Revised Code, the Economic Development Plan for the District consists of both of the following schedules:

1. Schedule for the provisions of the new, expanded or additional services, facilities or improvements specified and provided for in the Contract in accordance with division (a) of Section 715.74 of the Ohio Revised Code.
 - a. Upon approval of the Contract and creation of the District, The City and Township may provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District. The City and the Township will contribute an aggregate amount not to exceed One Thousand Dollars (\$1,000.00) to the District for the purpose of paying initial administration and other costs. The City and the Township will cooperate with the Board of Directors (the "Board") to obtain financial assistance, both public and private, for economic development projects. The City and Township, to the extent permitted by law, agree to maintain a mutual aid agreement for police and fire protection for the District.
 - b. Provision of certain utility services:
 - i. Fire and EMS. The Township will provide fire and EMS services to the areas of the JEDD within the Township, and mutual aid contracts continue in Township, City and JEDD areas.
 - ii. The Township and City shall cooperate to provide professional land use planning in the District.
2. Schedule for the collection of an income tax levied under division (C) of Section 715.74 of the Ohio Revised Code.
 - a. The Contract provides that the District will levy an income tax on the District at the current rate of 1.8%, which rate is subject to change from time to time.
 - b. The Board of Directors of the District will levy that tax as its first meeting following approval of the Contract and creation of the District.

- c. The income tax will go into effect on the first day of the calendar quarter immediately following the effective date of the Contract.
- d. Businesses within the District will be notified prior to the income tax going into effect.
- e. The City of Ashtabula will administer the income tax pursuant to the Tax Agreement with the District.

ORDINANCE NO. 2013-43

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ECONOMIC DEVELOPMENT DISTRICT (JEDD) CONTRACT WITH ASHTABULA TOWNSHIP, OHIO

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, the City of Ashtabula and the Township of Ashtabula have received petitions from one hundred per cent (100%) of the property owners and businesses in a portion of Ashtabula Township, Ohio, asking to form a Joint Economic Development District (JEDD), and have negotiated a tentative JEDD Contract; and

WHEREAS, the City Council held a public hearing that allowed for public comment and recommendations concerning the contract and district on March 18, 2013, preceded by at least thirty days' public notice of the time and place of the public hearing in a newspaper of general circulation in the City; and,

WHEREAS, throughout said thirty-day hearing preceding the public hearing all of the following documents have been available for public inspection in the office of the Clerk of Council: (A) A copy of the contract creating the district; (B) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas; and (C) An economic development plan for the district; and,

WHEREAS, a copy of the proposed contract has been delivered to the Board of County Commissioners of Ashtabula County;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a Joint Economic Development District Contract with Ashtabula Township, Ohio, in form and content substantially similar to the document attached hereto as Exhibit A.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: March 18, 2013

J.P. Ducro IV
J.P. Ducro IV
President of Council

Vote:

	Yea	Nay
Ducro:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McClure:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Balog:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pugliese:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stranman:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lattimer:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trisket:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST: LaVette E. Hennigan
LaVette E. Hennigan
Clerk of Council

APPROVED: James M. Timonere
James M. Timonere
City Manager

Approved as to form and correctness this 18 day of March, 2013.

Michael Franklin
Michael Franklin, City Solicitor

(legislation reqs-drafts-finals/2013-2013-43 ashtabula township jedd no 1)

I HEREBY CERTIFY THAT THE ABOVE
IS A TRUE AND CORRECT COPY OF
THE ORIGINAL ORDINANCE # 2013-43

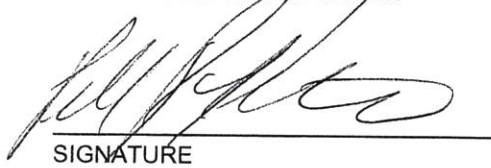
Paulette E. Humphrey, MMC
CLERK OF COUNCIL

**AGREEMENT TO EXECUTE PETITIONS FOR THE FORMATION OF
A JOINT ECONOMIC DEVELOPMENT DISTRICT**

The undersigned, constituting a majority of owners of property and a majority of businesses within the area described in attached Exhibit A, do hereby agree to petition the City of Ashtabula and the Township of Ashtabula to form a Joint Economic Development District in accordance with Sections 715.72 through 715.81 of the Revised Code of Ohio in order to obtain an extension of waste water treatment services and any other available services to said proposed District. It is acknowledged and understood by the undersigned that the current regional sewer agreement between the City and County of Ashtabula provides that from and after the effective date of said Agreement no commercial or industrial structures may be connected to the public sanitary sewer system in said Township unless the owner(s) thereof enter into an agreement to form a Joint Economic Development District.

The undersigned understand and agree that the Joint Economic Development District contract may result in the imposition of an income tax in an amount not exceeding the rate charged by the City of Ashtabula to its residents, currently 1.8%.

It is expressly acknowledged that both said City and said Township may enter into negotiations and prepare the documents necessary for the creation of such District in reliance upon the representations contained in this agreement, and that the signer(s) hereof will not withdraw from this commitment to so petition so long as the public hearing required by Section 715.75 of the Revised Code have been held within one (1) year of the last date written below.


SIGNATURE

NEO Development Corp.
BUSINESS NAME

1-17-2013
DATE

SIGNATURE

BUSINESS NAME

DATE

SIGNATURE

BUSINESS NAME

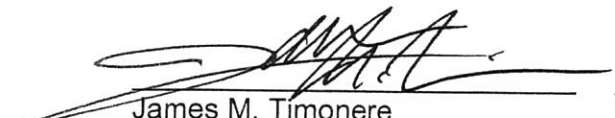
DATE

SIGNATURE

BUSINESS NAME

DATE

Receipt acknowledged:


James M. Timonere
Ashtabula City Manager

1-17-2013
Date

AGREEMENT TO EXECUTE PETITION FOR THE FORMATION OF A JOINT ECONOMIC DEVELOPMENT DISTRICT

The undersigned, constituting a majority of owners of property and a majority of businesses within the area described in attached Exhibit A, do hereby agree to petition the City of Ashtabula and the Township of Ashtabula to form a Joint Economic Development District in accordance with Sections 715.72 through 715.81 of the Revised Code of Ohio in order to obtain an extension of waste water treatment services and any other available services to said proposed District. It is acknowledged and understood by the undersigned that the current regional sewer agreement between the City and County of Ashtabula provides that from and after the effective date of said Agreement no commercial or industrial structures may be connected to the public sanitary sewer system in said Township unless the owner(s) thereof enter into an agreement to form a Joint Economic Development District.

The undersigned understand and agree that the Joint Economic Development District contract may result in the imposition of an income tax in an amount not exceeding the rate charged by the City of Ashtabula to its residents, currently 1.8%.

It is expressly acknowledged that both said City and said Township may enter into negotiations and prepare the documents necessary for the creation of such District in reliance upon the representations contained in this agreement, and that the signer(s) hereof will not withdraw from this commitment to so petition so long as the public hearing required by Section 715.75 of the Revised Code have been held within one (1) year of the last date written below.

Property Owner:


LNL Ashtabula, LLC

By: M.J. Ashtabula, LLC, Member

By: 
Mark J. Lutner, Managing Member

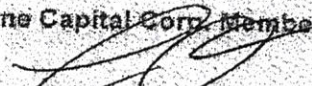
11/16/12
Date

Osborne Capital Group, LLC, Member

By: 
Lance F. Osborne, Managing Member

11/16/12
Date

Osborne Capital Corp, Member

By: 
Lance F. Osborne, President

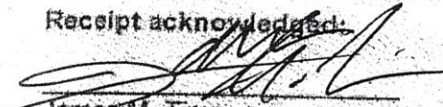
11/16/12
Date

Business Owner(s)

BY: None/Not Applicable

Date

Receipt acknowledged:


James M. Timonere
Ashtabula City Manager

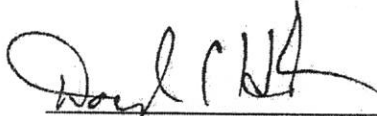
11-20-2012
Date

**AGREEMENT TO EXECUTE PETITIONS FOR THE FORMATION OF
A JOINT ECONOMIC DEVELOPMENT DISTRICT**

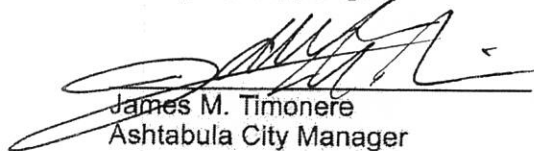
The undersigned, constituting a majority of owners of property and a majority of businesses within the area described in attached Exhibit A, do hereby agree to petition the City of Ashtabula and the Township of Ashtabula to form a Joint Economic Development District in accordance with Sections 715.72 through 715.81 of the Revised Code of Ohio in order to obtain an extension of waste water treatment services and any other available services to said proposed District. It is acknowledged and understood by the undersigned that the current regional sewer agreement between the City and County of Ashtabula provides that from and after the effective date of said Agreement no commercial or industrial structures may be connected to the public sanitary sewer system in said Township unless the owner(s) thereof enter into an agreement to form a Joint Economic Development District.

The undersigned understand and agree that the Joint Economic Development District contract may result in the imposition of an income tax in an amount not exceeding the rate charged by the City of Ashtabula to its residents, currently 1.8%.

It is expressly acknowledged that both said City and said Township may enter into negotiations and prepare the documents necessary for the creation of such District in reliance upon the representations contained in this agreement, and that the signer(s) hereof will not withdraw from this commitment to so petition so long as the public hearing required by Section 715.75 of the Revised Code have been held within one (1) year of the last date written below.

 SIGNATURE	<u>Noewood Commercial</u> BUSINESS NAME <u>Contractors</u>	<u>11/26/12</u> DATE
_____ SIGNATURE	_____ BUSINESS NAME	_____ DATE
_____ SIGNATURE	_____ BUSINESS NAME	_____ DATE
_____ SIGNATURE	_____ BUSINESS NAME	_____ DATE

Receipt acknowledged:


James M. Timonere
Ashtabula City Manager

11-30-2012
Date

PETITION

To: the Board of County Commissioners of Ashtabula County, Ohio

From: the City of Ashtabula, Ohio, and Ashtabula Township, Ohio, Petitioners

To the Honorable County Commissioners, Greetings:

WHEREAS, the Petitioners have entered into a "Joint Economic Development Agreement Between the City of Ashtabula and Ashtabula Township," a copy of which is being submitted herewith; and,

WHEREAS, the parties have previously received a petition signed by a majority of the owners of property located within the area or areas to be included in the district, and a petition signed by a majority of the owners of businesses, if any, located within the area or areas to be included in the district, copies of which are attached; and,

WHEREAS, the petitions and all of the documents described in divisions (A) to (C) of section 715.75 of the Revised Code are available for public inspection in the office of the Clerk of Council and the office of the Township Fiscal Officer;

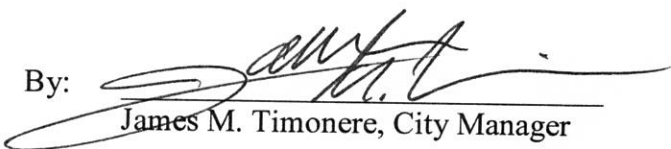
WHEREAS, submitted herewith are certified copies of the ordinance and resolution of the contracting parties relating to the contract and the district as well as a certificate of each contracting party that the public hearings required by section 715.75 of the Revised Code have been held, the date of the hearings and evidence of the publication of the notice of the hearings;

NOW, THEREFORE, do the parties jointly petition and request that the Board of County Commissioners of Ashtabula County, Ohio, adopt a formal Resolution approving the Joint Economic Development Agreement Between the City of Ashtabula and Ashtabula Township submitted herewith.

City of Ashtabula, Ohio

Ashtabula Township, Ohio

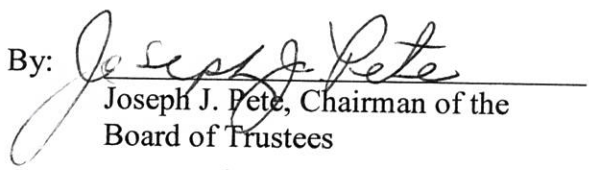
By:


James M. Timonere, City Manager

Date:

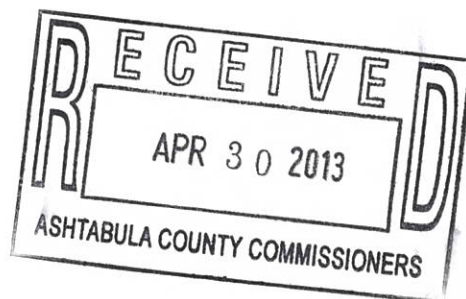
4-16-2013

By:


Joseph J. Pete, Chairman of the
Board of Trustees

Date:

4-18-13



59FB

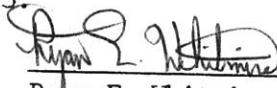
LEGAL NOTICE
Public Hearing -
Joint Economic
Development District
Contract Between the
City of Ashtabula and
Ashtabula Township

The Ashtabula Township Trustees will hold a public hearing on Wednesday, March 13, 2013 at 5:30 p.m. in the C.D. Ray Community Room, 2718 North Ridge Road East, Ashtabula, Ohio to review, examine, and discuss the proposed Joint Economic Development District (JEDD) Contract between Ashtabula City and Ashtabula Township. This contract has been negotiated with the two parties and is ready for public review. The City of Ashtabula and Ashtabula Township intend to enter into this Contract in order to create and provide for the operation of the City of Ashtabula and Ashtabula Township Joint Economic Development District (the "District") as a Joint Economic Development District in accordance with Sections 715.72 through 715.81 of the Ohio Revised Code.

In accordance with Section 715.72 of the Revised Code 30 days' public notice of the time and place of that public hearing shall be provided in the Star Beacon, a newspaper of general circulation in the Township, during the 30-day period prior to that public hearing, a copy of the text of the contract and other supporting materials of the contract shall be on file for public examination in the Ashtabula Township Administration

CERTIFICATION

I HEREBY CERTIFY THAT THE PUBLIC HEARING REQUIRED BY REVISED CODE SECTION 715.75 WAS HELD ON MARCH 13, 2013.



Date: 4-15-13

Ryan E. Whitmire
Office Manager
Ashtabula Township, Ohio



**CITY OF ASHTABULA
OFFICE OF THE CITY COUNCIL**

**4717 Main Avenue
Ashtabula, Ohio 44004**

**J. P. DUCRO IV
PRESIDENT**

**CHRISTOPHER J. MCCLURE
Vice President**

**RICHARD F. BALOG
Ward 1 Councilor**

**AUGUST A. PUGLIESE
Ward 2 Councilor**

**ANN I. STRANMAN
Ward 3 Councilor**

**JULIE A. LATTIMER
Ward 4 Councilor**

**JAMES M. TRISKET
Ward 5 Councilor**

**LaVETTE E. HENNIGAN, MMC
Clerk of Council**

Office: (440) 992-7119
Fax: (440) 998-4457
Email: lavetteh@cityofashtabula.com
Website: ci.ashtabula.oh.us

PUBLIC HEARING NOTICE

Notice is hereby given that the Ashtabula City Council will hold a **PUBLIC HEARING** on **MONDAY, MARCH 18, 2013, at 5:30 P.M.**, in the Ashtabula City Municipal Building Council Chambers located on the 1st floor at 4717 Main Avenue, Ashtabula, Ohio, 44004, in accordance with provisions of O.R.C. Section 715.75 titled "Hearing and Notice", to allow for public comments and recommendations regarding the following contract and district:

JOINT ECONOMIC DEVELOPMENT DISTRICT (J.E.D.D.) CONTRACT BETWEEN THE

**CITY OF ASHTABULA
AND
ASHTABULA TOWNSHIP
(Family Dollar Store – Route 20)
(3236 North Ridge East)
(Brockway to NEO)
(Mauro to NEO)**

LaVette E. Hennigan, MMC, Clerk of Council
LaVette E. Hennigan, MMC, Clerk of Council

Email Copy to: Council, Administration, and Department Heads: Monday, February 4, 2013
(after 4:30 p.m.)

Email Copy to Media & Council Matters Email Distribution Roster: Monday, February 4, 2013
(after 4:30 p.m.)

Placed on Municipal Building Bulletin Board: Monday, February 4, 2013 (after 4:30 p.m.)
(STAR BEACON TO PUBLISH ON FRIDAY FEBRUARY 8 – Carol Corlett - Legals)

Affidavit of Publication

STATE OF OHIO }
COUNTY OF ASHTABULA } SS

32FB
LEGAL NOTICE
PUBLIC HEARING NOTICE

Notice is hereby given that the Ashtabula City Council will hold a PUBLIC HEARING on MONDAY, MARCH 18, 2013, at 5:30 P.M., in the Ashtabula City Municipal Building Council Chambers located on the 1st floor at 4717 Main Avenue, Ashtabula, Ohio 44004, in accordance with provisions of O.R.C. Section 715.75 titled "Hearing and Notice", to allow for public comments and recommendations regarding the following contract and district:

Rebecca Squatrito, being duly sworn, says:

JOINT ECONOMIC DEVELOPMENT DISTRICT (J.E.D.D.) CONTRACT BETWEEN THE

That she is of the Star Beacon, a daily newspaper of general circulation, printed and published in Ashtabula, Ashtabula County, Ohio; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

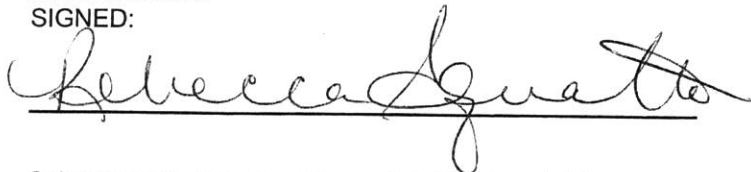
CITY OF ASHTABULA
AND
ASHTABULA TOWNSHIP
(Family Dollar Store-Route 20)
(3236 North Ridge East)
(Brockway to NEO)
(Mauro to NEO)

February 08, 2013

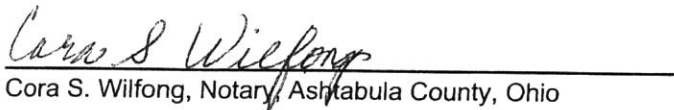
LaVette E. Hennigan,
MMC, Clerk of Council
February 8
mmm

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 8th day of February 2013.



Cora S. Wilfong, Notary, Ashtabula County, Ohio

My commission expires: December 29, 2016

00005976 00040495 440-992-9306



CORA SUE WILFONG, Notary Public
State of Ohio
My Commission Expires Dec. 29, 2016

ASHTABULA CITY / LEGALS
4717 MAIN AVE
ASHTABULA, OH 44004