

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE,
THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM GRANT
AMENDMENT FOR CDBG FUNDS AND HOME FUNDS FOR FISCAL YEAR 2014.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on December 9, 2014, resolution #14-567, the Board of County Commissioners executed the following grant agreements:

Grant No. B-C-14-1AF-1
Source: CDBG Community Development Block Grant Program
Grant allocation: \$332,952.00

Grant No. B-C-14-1AF-2
Source: HOME Investment Partnerships Program
Grant allocation: \$ 67,048.00; and,

WHEREAS, on May 5, 2015 the Ohio Development Services Agency (ODSA) Office of Community Development (OCD) has requested amendments as follows in order for expiring funds to be spent down in a timely manner:

Grant No. B-C-14-1AF-1
Source: CDBG Community Development Block Grant Program
Grant allocation: \$329,071.00
(a decrease of \$3,881.00)

Grant No. B-C-14-1AF-2
Source: HOME Investment Partnerships Program
Grant allocation: \$ 70,919.00
(an increase of \$3,881.00)

WHEREAS, these amended grant agreements are to be executed by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board, Douglas A. Spencer, to execute the following grant amendments with the Ohio Development Services Agency (ODSA) Office of Community Development (OCD) for the County's Community Housing Impact and Preservation (CHIP) Program:

Grant No. B-C-14-1AF-1
Source: CDBG Community Development Block Grant Program
Grant allocation: \$329,071.00

Grant No. B-C-14-1AF-2
Source: HOME Investment Partnerships Program
Grant allocation: \$ 70,929.00

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

✓ cc: ODSA-OCD

✓ Pogemeyer Design Group
✓ County Administrator

IN THE MATTER OF DECLARING THE SECOND WEEK OF MAY 10 - 16, 2015 AS NATIONAL NURSING HOME WEEK IN AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, our community is stronger because we honor and respect our elders, and citizens of any age with physical or intellectual disabilities, who reside at a skilled nursing care center at Auglaize Acres, Wapakoneta, Ohio; and,

WHEREAS, these citizens have made important contributions to the success and growth of our county; and,

WHEREAS, skilled nursing centers are holding events in observance of National Nursing Home Week May 10 to 16, 2015 using this year's theme of "**Bring on the Fiesta**" and guided by the American Health Care Association; and,

WHEREAS, we urge all citizens to visit a loved one, friend, or neighbor being cared for in any setting and offer a kind word and a personal touch to show your continuing support; and,

WHEREAS, our administration at Auglaize Acres is committed to quality health care and a continuously improving quality of life, we take this moment to embrace the spirit of "Bring on the Fiesta" and wish all residents, patients, caregivers, other staff and visitors to skilled nursing centers a week-long festival of "family, life, and love".

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County Ohio does declare the week of May 10 to 16, 2015 as National Nursing Home Week and adopt the theme of "**Bring on the Fiesta**" as our way of celebrating with vigor and good times as one way to honor all citizens who reside at a skilled nursing care center.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula Yes
Don Regula

John N. Bergman Yes
John N. Bergman

cc: Auglaize Acres -- Kim Sudhoff

IN THE MATTER OF AUTHORIZING THE EXECUTION OF THE 2015 LITTER MANAGEMENT GRANT AGREEMENT FOR THE COUNTY SOLID WASTE MANAGEMENT DISTRICT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, a Litter Management Grant has been offered by the Ohio Department of Natural Resources to the Auglaize County Solid Waste Management District; and,

WHEREAS, the grant funds allocated to the Auglaize County Solid Waste Management District are in the amount of \$9,711.00 and is to be used for the purpose of implementing a Litter collection and Tire Amnesty Collection Cleanup Project; and,

WHEREAS, Solid Waste Coordinator Scott Cisco has reviewed the grant agreement and has advised that the agreement is in order and has further requested authorization to execute said grant agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize President of the Board to execute the grant application and the 2015 Litter Management Grant Agreement.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer ys
Douglas A. Spencer

Don Regula ys
Don Regula

John N. Bergman ys
John N. Bergman

✓ cc: Solid Waste Coordinator – Scott Cisco

IN THE MATTER OF AUTHORIZING AUGLAIZE COUNTY ENGINEER TO PARTICIPATE IN THE OHIO DEPARTMENT OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, Section 5513.01 (B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, Park Districts created under Chapter 545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies other articles.

THEREFORE BE IT RESOLVED that the Board of Auglaize County Commissioners does hereby authorize Douglas Reinhart, Auglaize County Engineer, in the name of Auglaize County, to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 3513.01 (13); and,

BE IT FURTHER RESOLVED by the Auglaize County Board of Commissioners that Douglas Reinhart is hereby authorized to agree in the name of Auglaize County to be bound by all terms and conditions as the Director of Transportation prescribes; and,

BE IT FURTHER RESOLVED by the Auglaize County Board of Commissioners that Douglas Reinhart is hereby authorized to agree in the name of Auglaize County to directly pay vendors, under each such contract of the Ohio Department of Transportation in which Auglaize County participates, for items it receives pursuant to the contract; and,

BE IT FURTHER RESOLVED by the Auglaize County Board of Commissioners that Auglaize County agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01 (B) of the Ohio Revised Code. Auglaize County releases and forever discharges the Director of Transportation and the Ohio Department of Transportation from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which Auglaize County may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman
John N. Bergman

/ cc: Auglaize County Engineer

IN THE MATTER OF AUTHORIZING AUGLAIZE COUNTY'S PARTICIPATION IN THE OHIO COOPERATIVE PURCHASING PROGRAM FOR F.Y. 2015.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, in past years, pursuant to Ohio Revised Code Section 125.04, Auglaize County has participated in the Ohio Cooperative Purchasing Program; and,

WHEREAS, renewal of the County participation for the State's Fiscal year 2015 is necessary, renewal expiring on June 30, 2016.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby consent to Auglaize County's Participation in State contracts, which the Department of Administrative Services, Office of State Purchasing has entered into for the purchase of supplies services, equipment and certain materials pursuant to Ohio Revised Code Section 125.04; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners of Auglaize County agrees to be bound by all contract terms and conditions as the Department of Administrative Services, Office of State Purchasing prescribes. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Department of Administrative Services incurs as a result of Auglaize County's participation in a contract; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners is hereby authorized to agree on the name of Auglaize County to directly pay the vendor, under each such state contract in which it participation in a contract; and,

BE IT STILL FURTHER RESOLVED that the Clerk of the Board process the necessary paperwork to cause a warrant to be issued in the amount of \$170.00 payable to Treasurer, State of Ohio, % GSD Business Office, 4200 Surface Road, Columbus, Ohio 43228-1395; and,

BE IT FURTHER RESOLVED that the Clerk of the Board certify a copy of this Resolution to the Administrator of the Office of Cooperative Purchasing.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer Yes

Don Regula
Don Regula Yes

John N. Bergman
John N. Bergman Yes

cc: Administrator, Office of State Purchasing (certified copy)
County Engineer

CERTIFICATION

I, as Clerk of the Board of County Commissioners, Auglaize County, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. _____ passed by the Board of County Commissioners of Auglaize County, Ohio, on May 12, 2015.

Esther Leffel, Clerk
Board of County Commissioners
Auglaize County, Ohio

Dated: _____

IN THE MATTER OF DOCUMENTING, THE RECEIPT OF BIDS FOR THE LEASE OF AUGLAIZE COUNTY HAY GROUND LOCATED OFF OF STATE ROUTE 65.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #15-170, dated April 16, 2015, the Board of County Commissioners set the May 7, 2015 at 10:00 a.m. to receive bids for the lease of 7.16 acres of County's hay ground located off of State Route 65; and,

WHEREAS, the following bids were received:

Kevin Wright	Parcel #1
18217 St. Rt. 67, Wapakoneta, OH 45895	\$ 78.00 per acre
Larry Winkler	\$ 67.00 per acre
16899 St. Rt. 67, Wapakoneta, OH 45895	

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby document the receipt of the above mentioned bids for the lease of the county owned hay ground located off of State Route 65 and the Board will further review and compare the bids.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer Yes

Don Regula
Don Regula yes

John N. Bergman
John N. Bergman yes

✓
cc: Bidders

IN THE MATTER SUBMITTING A REQUEST TO THE STATE OF OHIO TO BECOME AND TO DESIGNATE A LOCAL WORKFORCE DEVELOPMENT AREAS FOR AUGLAIZE COUNTY UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, under Section 106 of the Workforce Innovation and Opportunity Act as passed by the 113th Congress, the states shall designate local workforce development areas for deliver of workforce development activities as described under H.R. 803, the “Workforce Innovation and Opportunity Act.”; and,

WHEREAS, the state of Ohio requires counties to formally request local workforce development area designation under the Workforce Innovation and Opportunity Act by May 29, 2015; and,

WHEREAS, as required under the Workforce Innovation and Opportunity Act, this board has reviewed all necessary data to ensure that workforce geographic area designation is:

- Consistent with labor market areas in the state;
- Consistent with the regional economic development areas in the state;
- Served by local educational agencies and intermediate education agencies;
- Served by postsecondary educational institutions and area career-technical schools;
- The geographic area has available resources necessary to effectively administer workforce development activities;
- The proposed area will help a unit of local government or combination of local governments produce a comprehensive workforce development system consistent with the goals of Ohio’s Unified State Plan.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve submitting to the state a Request for Designation to become a workforce development area with Mercer County, Hardin County and Van Wert County.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: Auglaize County Department
of Job & Family Services
✓ Mercer County
✓ Hardin County
✓ Van Wert County

County Commissioners Office
Auglaize County, Ohio
May 12, 2015

No. 15-219

**IN THE MATTER OF AUTHORIZING THE SALE OF A 1999 CHEVROLET LUMINA
PURSUANT TO OHIO REVISED CODE 307.12.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Chief Deputy, Mike Eberle, has submitted correspondence to the Board of County Commissioners, stating that the 1999 Chevrolet Lumina is no longer of use to the Sheriff's Office; and,

WHEREAS, the 1999 Chevrolet Lumina was placed on the online auction site and the ending date of auction was April 30, 2015 at 8:00 p.m.; and,

WHEREAS, the 1999 Chevrolet Lumina received no bids; and,

WHEREAS, Chief Deputy, Mike Eberle, has requested authorization to dispose of the Lumina for salvage pursuant to the Ohio Revised Code 307.12.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize the salvage of the 1999 Chevrolet Lumina by Sheriff's Office, Chief Deputy, Mike Eberle.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: Sheriff's Office – Mike Eberle

**IN THE MATTER OF AUTHORIZING PRESIDENT OF THE BOARD TO EXECUTE THE PRICING
CONFIRMATION AGREEMENT WITH GUTTMAN ENERGY.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Palmer Energy has submitted a pricing confirmation agreement with Guttman Energy as the best electric supplier for the facility located at 200 N. Main Street, Uniopolis, Ohio; and,

WHEREAS, Palmer Energy has requested the President of the Board to execute said agreement with Guttman Energy.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the agreement and authorizes the President of the Board, Douglas A. Spencer, to execute the pricing confirmation agreement with Guttman Energy.

Commissioner Bergman seconded the Resolution and upon the roll being called. The vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: Palmer Energy – Amy Hoffman
Guttman Energy



PRICING CONFIRMATION POWER - OH

The following Pricing Confirmation ("Pricing Confirmation"), together with the Electricity Terms and Conditions – OSCM ("T&C"), constitute the Agreement ("Agreement") between Guttman Energy, Inc. ("Company") and the customer specified in this Pricing Confirmation ("Buyer"). Company and Buyer are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

Buyer authorizes Company to enroll accounts listed on this Pricing Confirmation with EGS based on the Term specified herein.

***All fields below must be completed. Email address will only be used for communication between Company and Buyer.**

BUYER INFORMATION					
COMPANY LEGAL NAME Auglaize County Commissioners					
CONTACT NAME Doug Spencer					
BILLING ADDRESS PO BOX 59					
CITY	Wapakoneta	STATE	OH	ZIP CODE	45895
CONTACT PHONE NUMBER	419-739-6710	CONTACT EMAIL ADDRESS	dspencer@auglaizecounty.org		

PRODUCT INFORMATION		REQUESTED START DATE	LDC	PRICE	TAX EXEMPT
PRODUCT	TERM	June 2015	DPL	\$0.06072	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (Certificate Required)
Fixed Price*	<input type="checkbox"/> 12 Months				
	<input type="checkbox"/> 24 Months				
	<input type="checkbox"/> 36 Months				
	<input checked="" type="checkbox"/> 19 Months				

*Included in the fixed price: ENERGY, LOSSES, CAPACITY, RENEWABLE PORTFOLIO STANDARDS, ANCILLARY SERVICES
Per AEP's new Electricity Security Plan, Non-Market Based Transmission costs will be transferred to the utility starting June 1, 2015.
The above price reflects transmission costs included only through May 31, 2015.

Gross receipts tax is NOT included in the fixed price.

Guttman Energy reserves the right to reject any account in its sole discretion, including but not limited to reasons: pricing has expired, the customer does not pass credit, the start date is sooner than permitted by the LDC to switch, or if any item on the pricing confirmation is not satisfactorily completed.

By signing this confirmation page, Buyer acknowledges that they have read and agreed to the Terms & Conditions included.

Buyer: Auglaize County Commissioners	Guttman Energy, Inc.
Printed Name: Douglas A. Spencer	Printed Name: Michael Young
Title: President	Title: VP & GM
Signature:	Signature:
Date: May 12, 2015	Date:

ELECTRICITY SUPPLIER		
Guttman Energy	855-298-6839	3117 Washington Pike, Suite 550, Bridgeville, PA 15017
EDC / Provider of Last Resort		
Utility	Phone Number	Address
AEP Columbus Southern (d.b.a. Ohio Power)	800-277-2177	P. O. Box 24418, Canton, OH 4471
AEP Ohio (d.b.a. Ohio Power)	800-611-0964	1 Riverside Plaza, Columbus, OH 43215
Duke Energy Ohio	800-544-6900	100 E Main Street, Mail Drop 890, Plainfield, IN 46168
Cleveland Illuminating (CEI) (First Energy)	800-589-3101	Box 3638, Akron, OH 44309
Ohio Edison (First Energy)	800-633-4766	Box 3638, Akron, OH 44309
Toledo Edison (First Energy)	800-447-3333	Box 3638, Akron, OH 44309
Dayton Power & Light (DP&L)	800-253-5801	P.O. Box 1247, Dayton, OH 45401-1247
Public Utility Commission of Ohio	800-686-7826/ 614-466-3292	180 East Broad Street, Columbus OH 43215



Electricity Terms and Conditions – Ohio Small Commercial and Mercantile

The following Electricity Terms and Conditions – OSCM (“T&C”), together with an executed Pricing Confirmation constitute the Agreement (“Agreement”) between Guttman Energy, Inc. (“Company”), a Pennsylvania corporation headquartered at 200 Speers Street, Belle Vernon, PA 15012, and the customer specified in the Pricing Confirmation (“Buyer”). Company and Buyer are sometimes individually referred to herein as a “Party” or collectively as the “Parties.”

1. Overview: These T&C apply to the sale of electricity (“Electricity”) by Company to Buyer as more fully set forth in the Pricing Confirmation(s) attached hereto. In the event of a conflict between a Pricing Confirmation and these T&C, the Pricing Confirmation shall control, but only as to the transaction(s) set forth therein. Buyer is obligated to purchase and receive, and Company is obligated to sell and provide, the Electricity as specified in the Pricing Confirmation(s) for the Buyer’s Service Locations identified on the Pricing Confirmation(s). Buyer acknowledges that: (a) Buyer is legally authorized to select or change Electricity services for the Buyer’s Service Locations; (b) Buyer is entering into the Agreement for its own account based upon its own judgment; (c) Buyer is not a residential customer, (d) Buyer has read, understands and accepts the terms, conditions and risks of this Agreement. Title to, control, possession and risk of loss of the Electricity shall pass from Company to Buyer at the delivery point of the applicable Electric Distribution Utility (“Utility”) as specified in the Pricing Confirmation(s).

Company is licensed by the Public Utilities Commission of Ohio (“Commission”) to offer and supply electric generation services in Ohio under Certificate Number 13-741E (1).

DEFINITIONS

- **Generation Charge:** Charge for the Electricity supply.
 - **Transmission Charge:** Charge for moving high voltage Electricity from a generation facility to the distribution lines of an electric distribution company
 - **Price:** Buyer will pay a fixed price per kWh for electric generation service. The price will remain the same during number of months (noted as “Term”) as stated on the Pricing Confirmation form.
 - **Small Commercial Customer:** A commercial customer that is not a Mercantile Customer. Small Commercial Customers are afforded certain specific customer protections as described in these Terms and Conditions.
 - **Mercantile Customer:** A commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states.
- 2. Right of Rescission, Term and Renewals:** Small Commercial Customers, after receiving a written confirmation of enrollment with the Company from the Utility, have the right to rescind this Agreement without penalty within 7 calendar days from the postmark date of the confirmation notice by contacting the Utility by phone or in writing as provided in the Pricing Confirmation.
- Company shall use commercially reasonable efforts to enroll Buyer on the first meter read date that falls on or after the Service Start Date as per the Pricing Confirmation. Buyer acknowledges that the start of service is dependent upon confirmation by the Utility of the completion of all required switching and enrollment processes. Company shall not be liable for any lost savings or lost opportunity of Buyer, including without limitation as a result of a delay in service commencement due to actions or inactions of any third party, including any utility.

Service shall continue for the Term as stated on the Pricing Confirmation through the meter read date in the last month (“Service

End Date”) unless sooner terminated as provided hereunder. At the end of the Term, if Buyer and Company have not entered into any written modification, amendment or renewal of the Agreement, and if Buyer has not elected to obtain service from another Competitive Retail Electric Service (“CRES”), the Agreement shall automatically continue on a month-to-month basis (“Auto-Renewal Term”), at a monthly rate as determined by Company. Small Commercial Customers will receive notice of proposed modifications, amendments, or renewals of the Agreement at least 45 days but no more than 90 days prior to the end of the Term. The Auto-Renewal Term will remain in effect until the parties enter into a new agreement, or the Auto-Renewal Term is terminated by Buyer or Company upon at least thirty (30) days written notice. During the Term and for any Auto-Renewal Term period, Buyer hereby appoints Company to act, for all purposes, as its sole CRES for each of Buyer’s Service Locations, and, other than those duties set forth in this Agreement, this appointment does not impose any other duties on Company.

3. Billing and Payment: Company or Utility will invoice Buyer monthly for the actual quantity of Electricity used during the billing period, as reported by the Utility, as well as any other amounts owed by Buyer. In the event actual quantities are not available by the Utility for a month or longer, the Company reserves the right to estimate quantities for the purpose of billing. Unless otherwise set forth in the Utility’s invoice or tariff, payment-in-full is due twenty (20) days from the date of the invoice. If Buyer fails to remit payment due to Company in full in any month, interest will be assessed on any undisputed and delinquent balance at the lower of one and one half (1.5%) percent per month or the highest rate allowed by law. If Utility is invoicing Buyer, then Buyer is subject to the Utility’s billing and payment terms, including any late fees, as specified by the Utility in its separate terms and conditions. In addition to and not in limitation of the provisions set forth in Section 8 below, the obligations to make payments due hereunder shall survive the termination or expiration of this Agreement.

4. Taxes: Buyer is responsible for any and all federal, state and local taxes, including any associated penalties and interest, whether such tax is a separate pass through line item on an invoice (including but not limited to gross receipts taxes, transactional taxes or other governmental or regulatory imposed taxes or surcharges to which Buyer may be subject) or included in the price of Electricity hereunder, as required by applicable law or regulation (“Taxes”). To the extent Buyer is claiming tax exempt entity status, Buyer must provide all documentation and certificates to evidence such status as requested by Company and Buyer will be liable for any Taxes assessed against Company because of Buyer’s failure to timely provide or properly complete any such documentation. Buyer will reimburse Company for any Taxes that Company is required to collect and pay on Buyer’s behalf and will indemnify, defend and hold Company harmless from any liability against all Buyer’s Taxes. In addition to and not in limitation of the provisions set forth in Section 8 below, the obligations with respect to Taxes accrued during the Initial Term or Auto-Renewal Term of this Agreement shall survive the termination or expiration of this Agreement.

5. Deposits: Unless otherwise set forth in a Pricing Confirmation, upon a termination of service, any deposits previously provided by

Buyer shall be processed as a credit applied against any outstanding balance of Buyer, and only after all of Buyer's obligations to Company are paid in full shall any remaining deposit be returned (via check) to Buyer.

6. Event of Default: "Default" means, (i) the failure of a Party to make, when due, any payment that is required under this Agreement; any representation or warranty made by a Party that proves to be false or misleading in any material respect; (ii) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; (iii) Buyer's failure to cooperate with Company as reasonably required in order for Company to perform its obligations under this Agreement, (iv) Buyer's failure to provide credit assurance(s) to Company within seven (7) days of being requested to do so by Company; or (v) any early termination of this Agreement by Buyer. If Buyer is a Small Commercial Customer, Buyer may cancel this Agreement without penalty at any time during the Term if the Buyer moves outside of the Company's service area, or into an area where the Company charges a different price than set forth in the Pricing Confirmation.

7. Company Remedies: In the event of a Default by Buyer, Company may: (i) suspend performance; (ii) upon written notice, accelerate any or all amounts owing between the Parties and terminate any or all Pricing Confirmations and/or this Agreement; (iii) collect a settlement amount by calculating all amounts due to Company for the Close-out Value (defined below) for each Pricing Confirmation being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the Buyer to Company will be paid within three (3) business days of written notice from Company. "Close-out Value" is the sum of (a) the amount due to Company regarding the actual or estimated quantities of Electricity remaining to be delivered as stated in the applicable Pricing Confirmation during the relevant period or, if applicable, the current Term, calculated by determining the difference between the purchase price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the Company for terminating the Pricing Confirmation, including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, and/or transaction costs. "Market Price" means the price for similar quantities of Electricity at the load zone of the applicable Utility during the relevant period or Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by Company in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Pricing Confirmation(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Company may, but need not, physically liquidate a Pricing Confirmation or enter into a replacement Pricing Confirmation to determine Close-out Value or Net Settlement Amount. The Buyer is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

8. Termination: This Agreement may be terminated at any time after the date hereof by either Party if there has been an Event of Default

that is not cured within fifteen (15) calendar days of the defaulting Party's receipt of written notice from the non-defaulting Party.

In addition to other rights and remedies, in relation to a Default by Buyer, Company may withhold its provision of services and Pricing hereunder (such that Buyer's account is transferred to the Utility, as applicable). If a Small Commercial Customer is switched back to the Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except (i) for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the date of termination and/or any amounts pursuant to Section 7 above, (ii) any confidentiality obligations of either Party which has arisen hereunder and (iii) any other obligation hereunder which, by its nature, survives the termination of this Agreement.

9. Dispute Procedures: Contact Company with any questions concerning this Agreement or any terms of service from Company. Buyer may call the Commission (PUCO) if Buyer is not satisfied after discussing with Company. Contact information can be found on the Pricing Confirmation.

If Customer is a Small Commercial Customer, and if Customer's complaint is not resolved after Customer has called Customer's electric supplier and/or Customer's electric Utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickoccc.org>.

10. Environmental Disclosure Label: In accordance with O.A.C. 4901.1-21-12, attached to this Agreement is an environmental disclosure label that specifies the approximate generation resource mix and environmental characteristics of the power supply offered under this Agreement.

11. Customer Information Release Authorization: By entering into this Agreement for Electricity supply with Company, Buyer understands and agrees to its terms. Buyer authorizes Company to obtain from Buyer's Utility certain information that Company needs to provide service to Buyer including, but not limited to, address, telephone number, account numbers, billing and payment history, historical and future usage, meter readings and demand. Company will not give or sell Buyer's personal information to any unaffiliated party without Buyer's consent unless Company is required to do so by law or it is necessary to enforce this Agreement, or in connection with a merger or sale of Company. Company is prohibited from disclosing Small Commercial Customer's social security number and/or account number without Customer's written consent, except for use with Company's own collection and credit reporting, or for participation in programs funded by the Universal Service Fund pursuant to Ohio Revised Code 4928.52, or for use in assigning the Customer contract to another provider. Company may also disclose Small Commercial Customer account number for the purpose of Government Aggregation pursuant to section 4928.20 of the Revised Code.

Company reserves the sole right to determine if Buyer's credit standing is satisfactory before accepting Buyer's enrollment request.

If Customer is a Small Commercial Customer, Customer has the right to request up to 24 months of payment history, without charge, from Company up to two times during a twelve month period.

12. Force Majeure: Company will make commercially reasonable efforts to provide Buyer's commodity service, but does not guarantee a continuous supply. Certain causes and events are out of Company's reasonable control and may result in interruptions in service. Company is not responsible for transmitting or distributing commodity. In the event of a power outage, Buyer should contact its Utility. Buyer agrees that Company is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the Commission or applicable regional transmission organization), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the Utility or any other cause beyond Company's reasonable control. In addition, Buyer may be required to pay any additional or increased fees or charges that are generally beyond Company's reasonable control including, but not limited to, fees for switching, disconnecting, reconnecting or maintaining service or equipment, transmission or transmission-related charges, or other regulatory charges that are imposed by law, rule, regulation or tariff, or Commission or FERC rule or order. These charges or fees will be passed through to Buyer and added to Buyer's price.

13. Limitation of Liability:

EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO ACTUAL DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALLY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. TO THE EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ELECTRICITY SOLD HEREUNDER.

THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT MAY BE SUPPLIED FROM A VARIETY OF SOURCES AND NO REPRESENTATIONS OR WARRANTIES ARE MADE BY COMPANY WITH RESPECT TO SUCH ELECTRICITY OR OTHERWISE HEREUNDER. COMPANY'S WARRANTIES ARE LIMITED TO THOSE EXPRESSLY SET FORTH BELOW AND COMPANY EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS IS AN AGREEMENT BETWEEN MERCHANTS. BUYER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST COMPANY. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

14. Venue: Buyer and Company agree that all civil actions or

proceedings (including any action/proceeding in small claims court) arising in connection with this Agreement or related in any way to the provision or cessation of service(s) provided hereunder shall be tried and litigated exclusively in the State and Federal courts in Ohio. Neither this Section, nor this Agreement, shall eliminate Buyer's and Company's right to file a complaint with the Commission.

15. Material Adverse Change: If any laws, orders, decrees, regulations, rules, ISO design or structure, tariffs, PJM Reliability Pricing Model Base Residual Auction rates, Network Integrated Transmission Service, or any other administrative, legislative or judicial decisions are passed, modified, implemented or interpreted by judicial or regulatory order, administrative proceeding or legislative enactment ("Change In Law"), which creates additional costs not included in the applicable pricing set forth in the Pricing Confirmation or increases in the cost components of the pricing ("Incremental Charges"), then Company may pass through such Incremental Charges to be paid by Buyer in addition to the applicable pricing set forth in the Pricing Confirmation and in accordance with the payment terms in this Agreement. If a Change in Law relating to this Agreement occurs that renders Company's performance unenforceable or illegal, as determined by Company in a commercially reasonable manner, Company shall have the right to terminate each affected Pricing Confirmation upon thirty (30) days' notice, if and to the extent practicable, without the consent of the Buyer.

If Buyer has a change in operation that results in a 100% or greater change in monthly Electricity usage and/or capacity or transmission obligations, Company reserves the right to pass-through any increases in cost that results from such change.

16. Assignment: Buyer may not assign this Agreement without Company's prior written consent. Company may, without Customer's consent: (a) transfer or sell this Agreement or Buyer's account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of Company's assets or business; and (d) transfer this Agreement to another CRES licensed by the Commission. If Company assigns this Agreement to another CRES, Company will provide Buyer written notice prior to Buyer's next bill, including (i) a statement that following the assignment Buyer's service will continue under the same rates, terms and conditions established under this Agreement and (ii) the CRES's name, telephone number and address. After assignment, Company will have no further obligations under this Agreement. This Agreement is binding upon Buyer and Company, and will further bind each of Buyer's successors and permitted assigns.

17. Waiver: No waiver by either Party of any default or defaults by the other Party under this Agreement shall operate as a waiver of a future default or defaults, whether of a like or different character of nature. No delay or failure by Company in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.

18. Severability: The various provisions of this Agreement are severable. The invalidity, illegality or unenforceability of any portion or provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.

19. Notices and Correspondence: Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the appropriate address of Buyer or Company as specified in the Pricing Confirmation. Notice sent by facsimile or other electronic means shall be deemed to have been received by the close of business

on the day on which it was transmitted or such earlier time as it is confirmed received by the other Party. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as it is confirmed received by the receiving Party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

20. Entire Agreement: This Agreement, including any Pricing Confirmation(s) referenced herein, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by the Parties and any modifications must be agreed to in writing by Company and Buyer. The Parties agree that the relationship between the Parties shall be that of independent contractors.

21. Applicable Law: As to all matters of construction and interpretation, this Agreement shall be construed, interpreted and governed under and by the internal substantive laws of the State of Ohio without regard to its choice of law provisions. This Agreement may be executed in one or more than one counterpart, including by facsimile, and each executed counterpart shall be considered an original, all of which together shall constitute one and the same Agreement.

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A "WAIVER OF PRIORITY MORTGAGE" FOR THE BENEFIT OF CHIP RECIPIENT TERESA M. HAWK.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 12th day of May, 2015.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on March 26, 1996, Gregory A. and Teresa M. Hawk, executed a Mortgage (Book 262 page 423) for \$23,969.00 and (Book 274 page 773) for \$1,000.00 in favor of the Board of Auglaize County Commissioners as the Board authorized the expenditure of CHIP funds in the total amount of \$24,969.00 for the renovations of the property of Gregory A. and Teresa M. Hawk located 304 E. Wapakoneta Street, Waynesfield, Ohio; and,

WHEREAS, the following actions were taken by the Board regarding this property during the past nineteen (19) years: August 11, 1998 approved a Waiver of Priority Mortgage, July 3, 2001 approved a Subordination Agreement, March 13, 2003 approved a Subordination Agreement, November 8, 2005 rejected a Subordination Agreement and December 20, 2005 approved a Subordination Agreement; and,

WHEREAS, Teresa M. Hawk has now requested the Board to execute a Waiver of Priority Mortgage as to allow her to secure a refinancing of her home with no "new" money being provided to Ms. Hawk in connection with such refinancing; and,

WHEREAS, the Board finds the request to be reasonable as the value of the property is estimated to be approximately \$90,000.00 and no additional money is being provided to the homeowner.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the president of the board to the execute the Waiver of Priority Mortgage and any other related documents as are deemed necessary to accomplish the purposes of the foregoing resolution; and,

BE IT FURTHER RESOLVED that a fully executed copy of this waiver be hereto attached and thus become a part of this Resolution.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
12th day of
May, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spenser, Yes
Douglas A. Spenser

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

Attachment

cc: Teresa Hawk

Superior Federal Credit Union – Kathrine Mathews

CHIP file

Prosecuting Attorney – Ed Pierce

County Recorder – Chris Lambert

WAIVER OF PRIORITY

THE BOARD OF COUNTY COMMISSIONERS, AUGLAIZE COUNTY, OHIO, hereby waives the priority of Mortgage Deeds, executed by Gregory H. Hawk and Teresa M. Hawk, in favor of the Board of County Commissioners, Auglaize County, Ohio, recorded at Official Record Volume 262, Page 423, Auglaize County, Ohio, in the amount of \$23,969.00 and at Official Record Volume 274, Page 773, Auglaize County, Ohio, in the amount of \$1,000.00, both on the following described real estate:

Situated in the Village of Waynesfield, County of Auglaize, and State of Ohio, to-wit:

Being Inlot Number Seven (7) in J.S. Earl's Addition to the Village of Waynesfield, and

Being Inlot Number Eight (8) in J.S. Earl's Addition to the Village of Waynesfield..

in favor of a certain Mortgage Deed executed by Teresa M. Hawk, unmarried, to Superior Federal Credit Union, for a sum not to exceed Eighty Thousand and 00/100 Dollars (\$80,000.00) and recorded as Instrument No. _____, in Official Record Volume _____, Page _____, in the

Office of the Recorder, Auglaize County, Ohio.

IN WITNESS WHEREOF, the Board of County Commissioners, Auglaize County, Ohio, have hereto set their hands this 12th day of May, 2015.

BOARD OF COUNTY COMMISSIONERS,
AUGLAIZE COUNTY, OHIO

By: Don Regula
Don Regula

By: Doug Spencer
Doug Spencer

By: John Bergman
John Bergman

STATE OF OHIO)
)SS:
COUNTY OF AUGLAIZE)

Before me, a notary public in and for said County and State personally appeared DON REGULA, DOUG SPENCER and JOHN BERGMAN, who represented that they are duly authorized in the premises, and who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed as such officers and is the free act and deed of said Board of County Commissioners.

In testimony whereof, I hereunto set my hand and official seal at Wapakoneta, Ohio, this 12th day of May, 2015.

Erika L. Preston
Notary Public

*This instrument prepared by Keith M. Schnelle
of the firm of Elsass, Wallace, Evans, Schnelle & Co., L.P.A.
Attorneys at Law, Sidney, Ohio 45365*



**Erika L. Preston, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.**