

County Commissioners Office
Auglaize County, Ohio
October 1, 2013

NO. 13-423

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
377339	\$ 262.40	Aug Co. Treasurer
377365	\$ 4,875.00	DDC Rehab VW Inc.
377374	\$ 1,985.00	Interdyne Corp.
377381	\$ 1,122.15	Megacity Fire Protection
377387	\$ 8,000.00	Tom Huelskamp
377387	\$ 4,500.00	Tom Huelskamp
377402	\$ 1,186.35	Miller's Textile Service
377424	\$ 596.57	US Bank Equipment
377437	\$ 680.00	Estate of Almeda Hibner

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: County Auditor

IN THE MATTER OF GRANTING AN ANNEXATION OF 4.000 ACRES, MORE OR LESS, TO THE VILLAGE OF NEW KNOXVILLE FROM WASHINGTON TOWNSHIP; PETITIONED BY GARY KATTERHEINRCH AND SYLVIA KATTERHEINRICH; FILED BY THOMAS H. KATTERHEINRICH, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on September 27, 2013, a petition for annexation of 4.000 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by Thomas H. Katterheinrich, named as Agent for petitioners Gary Katterheinrich and Sylvia Katterheinrich; and,

WHEREAS, the requirements for the filing of said petition were all met by Agent Katterheinrich, including:

- 1.) The petition meets all the requirements set forth in, and was filed in the manner provided, in the Ohio Revised Code Section 709.022.
- 2.) The persons who signed the petition represent 100% of the owners of the property; signatures having been obtained in the time frame required.
- 3.) An accurate legal description of the perimeter of the territory proposed to be annexed.
- 4.) An accurate map or plat of the territory.
- 5.) Named the party acting as agent for the petitioners.
- 6.) A list of all tracts, lots or parcels in the territory proposed to be annexed and all tracts, lots or parcels located adjacent to the territory to be annexed, listing the name of owner, mailing address and permanent parcel number from the County Auditor's system (ORC 319.28).
- 7.) An annexation agreement of the Village of New Knoxville and Washington Township as provided for in ORC 709.192.

and,

WHEREAS, the petitioners requested that the special procedure be used and waived their right to appeal any action taken by the Board of County Commissioners; and,

WHEREAS, the Board determined that this annexation is in order, meeting all criteria.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 4.000 acres, more or less, to the Village of New Knoxville as petitioned by Sylvia Katterheinrich and Gary Katterheinrich pursuant to ORC Section 709.022.

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

- cc* County Auditor
- ✓ County Engineer
- ✓ Thomas H Katterheinrich, Agent
- ✓ Washington Township Trustees
- ✓ Village of New Knoxville

RECEIVED

SEP 27 2013

ANNEXATION PETITION

Office of County Commissioner
Auglaize County, Ohio

The undersigned, Sylvia Katterheinrich, married, hereinafter referred to as Petitioner, is the owner of the following real property located in the Township of Washington, County of Auglaize and State of Ohio, to-wit:

The following described tract of land is part of the Southwest Fractional Quarter of Section 19, Town 6 South, Range 5 East, Washington Township, Auglaize County, Ohio and is more particularly described as follows:

The PLACE OF BEGINNING is at a R.R. Spike found at the Southeast corner of the Southwest Fractional Quarter of Section 19, Washington Township and in the centerline of State Route 219;

Thence N 89°52'52" W along the South line of the Southwest Fractional Quarter of Section 19 a distance of 417.45 feet to a Mag nail set;

Thence N 01°09'04" E parallel to the East line of the Southwest Fractional Quarter of said Section 19 a distance of 417.45 feet to an iron pin set, passing thru an iron pin set for reference at 30.00 feet in the North right-of-way line of State Route 219;

Thence S 89°52'52" E parallel to the South line of the Southwest Fractional Quarter of Section 19 a distance of 417.45 feet to an iron pin set;

Thence S 01°09'04" W along the East line of the Southwest Fractional Quarter of said Section 19 a distance of 417.45 feet to the R.R. Spike which was the true PLACE OF BEGINNING.

Containing in all 4.000 acres of which 0.287 acre is subject to easement for highway purposes. The above-described tract of land is subject to all legal easements, restrictions and reservations, if any, of record or in use on said premises. Previous deed reference: O.R. Volume 604, Page 600. This plat is recorded in Survey Book "R", page 370 in the Auglaize County Engineer's Office. Basis of bearing is the South line of the Southwest Fractional Quarter of Section 19, Washington Township and the centerline of State Route 219 as N 89°52'52" W (Auglaize County GPS survey data). This description is based on an actual field survey performed by me, John W. Jauert, in May, 2013.

Property address: St. Rt. 219, New Knoxville, OH 45871

Real estate tax parcel ID No. M36-019-012-01

Prior Instrument Reference: O.R. Volume 635, Page 136 and O.R. Volume 635, Page 138 of the Deed Records of Auglaize County, Ohio.

A copy of the plat of the real estate is attached to this Petition.

The owner of the real estate and the mailing address is Sylvia Katterheinrich, 11932 St. Rt. 29, New Knoxville, Auglaize County, OH 45871.

Petitioner represents that she is the one hundred percent (100%) owner of the property described above.

Petitioner therefore petitions to annex her property to the Village of New Knoxville from the Township of Washington pursuant to Ohio Revised Code Section 709.022. The Petitioner


represents that the property is not unreasonably large and that on balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will out weigh the detriments to the territory proposed to be annexed and the surrounding area, if the Petition is granted.

Attached to this Petition is an original copy of the Annexation Agreement of the Village of New Knoxville and Washington Township.

The undersigned hereby appoints and designates Thomas H. Katterheinrich as agent for the Petitioner, 206 S. Main Street, P. O. Box 100, New Knoxville, OH 45871.

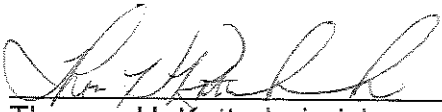
WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.

Dated: September 10, 2013



Sylvia Katterheinrich
11932 St. Rt. 29
New Knoxville, OH 45871


I hereby accept the designation as agent for Petitioner, dated this 10th day of September, 2013.



Thomas H. Katterheinrich
Agent for Petitioner
206 S. Main Street
P. O. Box 100
New Knoxville, OH 45871
419-753-2967
Fax: 419-753-2980

I, Gary Katterheinrich, husband of the Petitioner Sylvia Katterheinrich, hereby consent to the Petition for Annexation of the real estate set forth herein.

Dated: September 10, 2013



Gary Katterheinrich
11932 St. Rt. 29
New Knoxville, OH 45871

Pursuant to Ohio Revised Code Section 709.02(D), following is a list of all tracts proposed for annexation and all tracts adjacent to that territory, including the name and mailing address of the owner of each tract and permanent parcel numbering system.

Sylvia Katterheinrich 11932 St. Rt. 29 New Knoxville, OH 45871	4 acres Section 19, Washington Township M36-019-012-01
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Gary and Sylvia Katterheinrich 11932 St. Rt. 29 New Knoxville, OH 45871	Part of Section 19, Washington Township M36-019-012-01
---	---

Ned A. Katterheinrich and/or Margaret A. Katterheinrich, Trustees of the Ned A. Katterheinrich Living Trust dated October 2, 1997 438 Marsh Creek Road Venice FL 34292-5313	Part of Section 19, Washington Township M36-019-012-01
--	---

Andrew Brogan III and Tawnya Brogan 06437 St. Rt. 219, P. O. Box 546 New Knoxville, OH 45871	Part of Section 19, Washington Township M36-019-012-00
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Hart A. Fledderjohann and Joan M. Fledderjohann 863 Shaftsbury Road Troy, OH 45373	Part of Section 14, Washington Township M39-014-118-00
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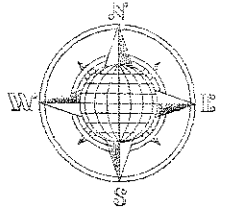
Thomas Henschen, Trustee 06584 Holtkamp Road New Knoxville, OH 45871	Part of Section 19, Washington Township M36-019-011-00
--	---

Ramona Leonard and James Leonard, Trustees, and Rosalyn A. Black 37 Noble Terrace Springfield, OH 45504	Part of Section 30, Washington Township M36-030-002-00
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Kevin M. Market and Kelli R. Market 113 Laura Street New Knoxville, OH 45871	West Haven Subdivision, Lot 8 M39-141-008-00
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GARY KATTERHEINRICH SURVEY

Part of the Southwest Fractional Quarter of Section 19,
T-6-S, R-5-E, Washington Township,
Auglaize County, Ohio.



LOCATION PLAN

Section 19



Washington Township,
T-6-S, R-5-E, Auglaize
County, Ohio.

N. Katterheinrich et al
Deed: Vol. 604, Pg. 600
74.750 Acre

N. Katterheinrich et al
Deed: Vol. 604, Pg. 600
74.750 Acre

H. & J. Fledderjohann
Deed: Vol. 625, Pg. 1902 & 1904
10.00 Acre

S.89°52'52"E.

417.45'

4.000 ACRE

0.287 AC R/W

N.01°09'04"E.

417.45'

S.01°09'04"W.

417.45'

East Line, S.W. Frac. 1/4, Section 19

Existing 30' R/W Line

N.89°52'52"W.

417.45'

State Route 219

R.R. Spike Found at the
Southeast Corner of the
Southwest Fractional
Quarter of Section 19,
Washington Township.

LEGEND

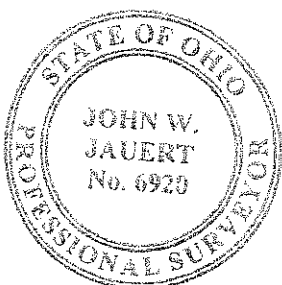
- 5/8"x30" Iron Pin Set/Cap
- 5/8" Dia. Iron Pin Found
- ⊗ Mag Nail Set
- ▲ R.R. Spike Found

This Plat is Recorded in Survey Book
"R", Page 370, in the Auglaize County
Engineer's Office.

Basis of Bearings is per the Auglaize County
Global Positioning Survey, using the Centerline
of State Route 219 as N.89°52'52"W.



GRAPHIC SCALE



ATTEST:

John W. Jauert
John W. Jauert
Professional Surveyor No. 6920

Jauert
surveying

11584 Monroe Road
Wapakoneta, Ohio
45895
(419) 657-6999

CLIENT: Gary Katterheinrich
COUNTY: Auglaize TOWNSHIP: Washington SEC. 19
DRAWN BY: J.W.J. SCALE: 1"=150' DWG.# 13-4001
CHECKED BY: DATE: May 2013
SHEET 1 OF 2 (T-6-S, R-5-E)

STATE OF OHIO
COUNTY OF AUGLAIZE, SS:

I, Janet Beall, Fiscal Officer of the Village of New Knoxville, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the attached Washington Township-Village of New Knoxville Annexation Agreement is an original copy of such Agreement now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy of the original thereof.

VILLAGE OF NEW KNOXVILLE

By: Janet Beall
Janet Beall, Fiscal Officer

Sworn to in my presence this 20th day of Sept., 2013.

LISA THOBE
Notary Public, State of Ohio
My Commission Expires 11.30.15

Lisa Thobe
Notary Public

ANNEXATION AGREEMENT
(Expedited Type One Annexation)

This Agreement is entered into this 10th day of September, 2013 between the Village of New Knoxville, Ohio (the "Village") and the Board of Trustees of Washington Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, Sylvia Katterheinrich (the "Petitioner"), owner of the real estate in the territory hereinafter described (the "Property"), desires to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

WHEREAS, the Village and the Township, by Resolution duly adopted by their legislative authorities, each have determined that it is in the best interest of all parties involved to enter into this Annexation Agreement (the "Agreement") as provided by R.C. 709.192.

NOW, THEREFORE, in consideration of the above recitals and in consideration of the mutual benefits and promises hereinafter contained, the parties agree as follows:

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village.

2. Township Consent. The Township consents to the annexation of the Property into the Village.

3. The Property. The real property subject to this Agreement shall consist of 4 acres located in Washington Township, Auglaize County, Ohio as depicted on the map attached hereto as Exhibit A. A legal description of the Property is attached hereto as Exhibit B.

4. Expenses. The Petitioner consents to be responsible for all costs incurred for the provision of utility services to the annexed property.

5. Tax Distribution. Following the annexation of the Property, the Village will receive real estate tax revenues levied on the Property in accordance with the Ohio Revised Code.

6. Severability. In the event any one or more of the provision of this Agreement are held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement. Such provision shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

7. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

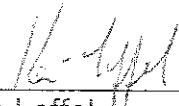
8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.

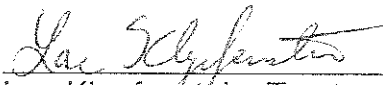
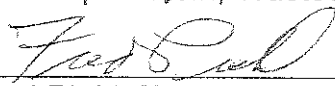
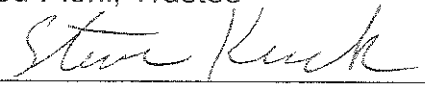
9. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only through a writing duly executed by the Village/Township as authorized by R.C.§709.192. All prior agreements between the parties, either written or oral, are superseded by this Agreement.

Signed and acknowledged:

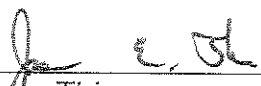

THE VILLAGE OF NEW KNOXVILLE

THE BOARD OF TRUSTEES FOR
WASHINGTON TOWNSHIP

By: 
Keith Leffel
Its Mayor
Dated: September 10, 2013

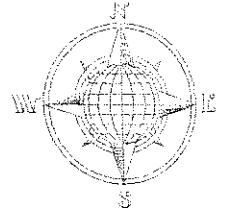
By: 
Lou Klopferstein, Trustee
By: 
Fred Piehl, Trustee
By: 
Steve Kuck, Trustee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Jason This
Village Solicitor

Edwin A. Pierce
Auglaize County Prosecutor

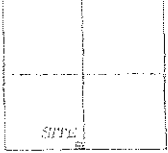
GARY KATTERHEINRICH SURVEY

Part of the Southwest Fractional Quarter of Section 19,
T-6-S, R-5-E, Washington Township,
Auglaize County, Ohio.



LOCATION PLAN

Section 19

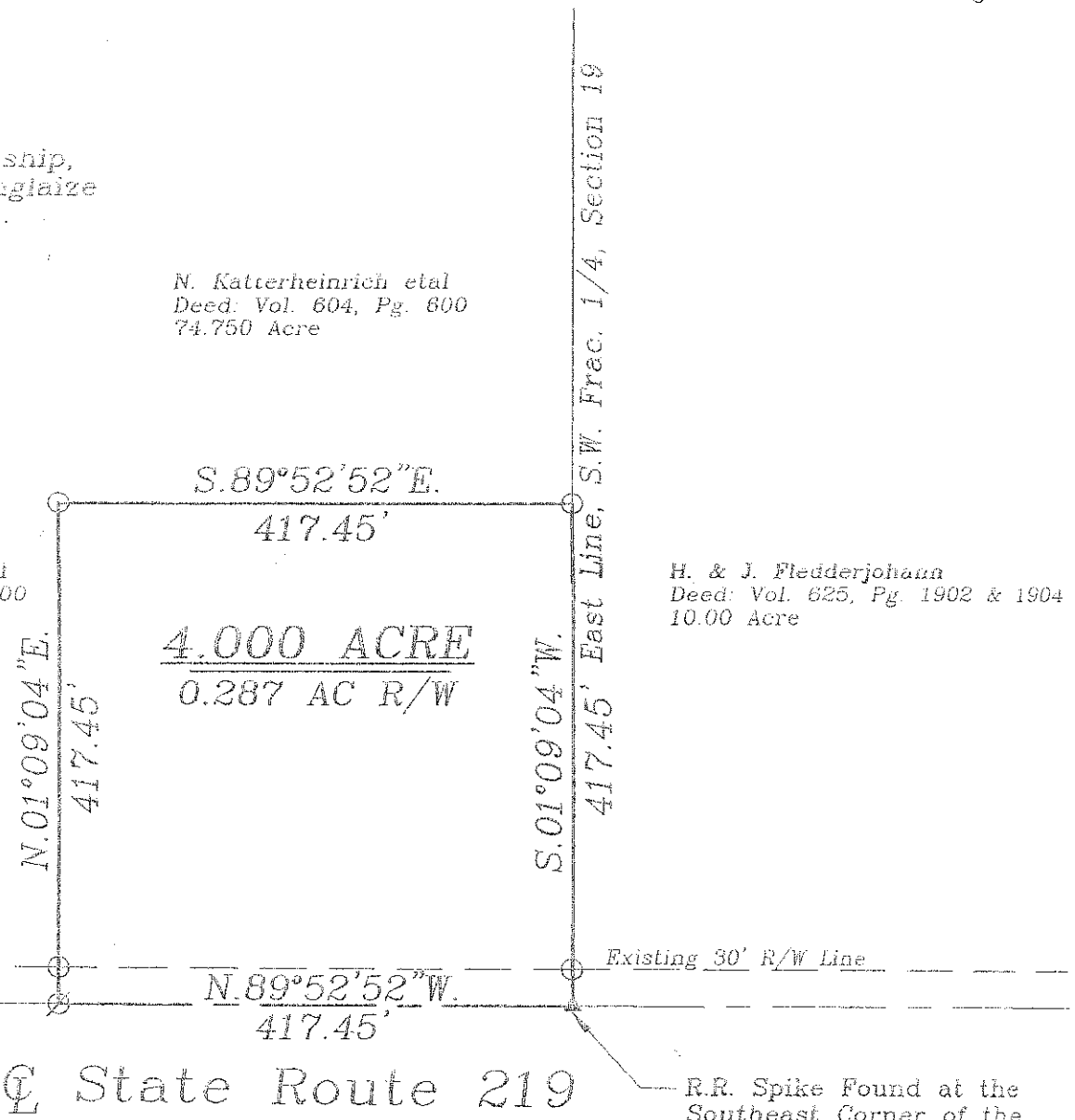


Washington Township,
T-6-S, R-5-E, Auglaize
County, Ohio.

N. Katterheinrich etal
Deed: Vol. 604, Pg. 600
74.750 Acre

N. Katterheinrich etal
Deed: Vol. 604, Pg. 600
74.750 Acre

H. & J. Fledderjohann
Deed: Vol. 625, Pg. 1902 & 1904
10.00 Acre



State Route 219

R.R. Spike Found at the
Southeast Corner of the
Southwest Fractional
Quarter of Section 19,
Washington Township.

LEGEND

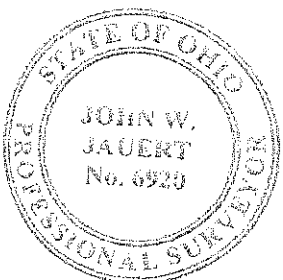
- 5/8"x30" Iron Pin Set/Cap
- 5/8" Dia. Iron Pin Found
- ⊗ Mag Nail Set
- ▲ R.R. Spike Found

This Plat is Recorded in Survey Book
"R", Page 370, in the Auglaize County
Engineer's Office.

Basis of Bearings is per the Auglaize County
Global Positioning Survey, using the Centerline
of State Route 219 as N.89°52'52"W.



GRAPHIC SCALE



ATTEST:

[Signature]
John W. Jauert
Professional Surveyor No. 6920

Jauert surveying		11584 Monroe Road Wapakoneta, Ohio 45895 (419) 657-6999
CLIENT:	Gary Katterheinrich	
COUNTY:	Auglaize	TOWNSHIP: Washington SEC. 19
DRAWN BY:	J.W.J.	SCALE: 1"=150' DWG.# 13-4001
CHECKED BY:		DATE: May 2013
SHEET 1 OF 2		(1-6-S; R-5-E)

EXHIBIT B

The following described tract of land is part of the Southwest Fractional Quarter of Section 19, Town 6 South, Range 5 East, Washington Township, Auglaize County, Ohio and is more particularly described as follows:

The PLACE OF BEGINNING is at a R.R.Spike found at the Southeast corner of the Southwest Fractional Quarter of Section 19, Washington Township and in the centerline of State Route 219;

Thence N 89°52'52" W along the South line of the Southwest Fractional Quarter of Section 19 a distance of 417.45 feet to a Mag nail set;

Thence N 01°09'04" E parallel to the East line of the Southwest Fractional Quarter of said Section 19 a distance of 417.45 feet to an iron pin set, passing thru an iron pin set for reference at 30.00 feet in the North right-of-way line of State Route 219;

Thence S 89°52'52" E parallel to the South line of the Southwest Fractional Quarter of Section 19 a distance of 417.45 feet to an iron pin set;

Thence S 01°09'04" W along the East line of the Southwest Fractional Quarter of said Section 19 a distance of 417.45 feet to the R.R.Spike which was the true PLACE OF BEGINNING.

Containing in all 4.000 acres of which 0.287 acre is subject to easement for highway purposes. The above-described tract of land is subject to all legal easements, restrictions and reservations, if any, of record or in use on said premises. Previous deed reference: O.R. Volume 604, Page 600. This plat is recorded in Survey Book "R", page 370 in the Auglaize County Engineer's Office. Basis of bearing is the South line of the Southwest Fractional Quarter of Section 19, Washington Township and the centerline of State Route 219 as N 89°52'52" W (Auglaize County GPS survey data). This description is based on an actual field survey performed by me, John W. Jauert, in May, 2013.

Property address: St. Rt. 219, New Knoxville, OH 45871

Real estate tax parcel ID No. M36-019-012-01

Prior Instrument Reference: O.R. Volume 604, Page 600 of the Deed Records of Auglaize County, Ohio.

IN THE MATTER OF FIXING DATE, TIME AND PLACE FOR FINAL HEARING ON ENGINEER'S REPORTS, ON ESTIMATED ASSESSMENTS, ON THE PROCEEDINGS FOR THE WHEELER DITCH PROJECT.

The Board of Auglaize County Commissioners met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on September 26, 2013, Auglaize County Assistant Engineer Chad Scott met with the Board of County Commissioners, presenting the Engineer's reports, reviewing plans and assessments for the Wheeler Ditch Project which is located in Saint Marys Township; and,

WHEREAS, the Board approved the presentation; and,

WHEREAS, a request was made by Assistant Engineer Scott that the Board set a date, time and place for the final hearing on said project.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby approve the proposed plans and assessment schedule for the Wheeler Ditch and does hereby set November 12, 2013 at 2:00 p.m. at the Assembly Room – 2nd Floor in the Administration Building, located at 209 S. Blackhoof Street, Wapakoneta, Ohio, for the final hearing on the Engineer's reports and estimated assessments for the Wheeler Ditch Project.

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>Absent</u>	_____	
Don Regula		
<u>John N. Bergman</u>	_____	yes
John N. Bergman		
<u>Douglas A. Spencer</u>	_____	Yes
Douglas A. Spencer		

cc: County Engineer

IN THE MATTER OF ACCEPTING THE QUOTE FROM INTERDYNE ENVIRONMENTAL SERVICES FOR ASBESTOS ABATEMENT FOR 15288 KETTLERSVILLE ROAD FOR DEMOLITION THROUGH THE ATTORNEY GENERAL'S – MOVING OHIO FORWARD GRANT PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Interdyne Environmental Services has submitted a quote of \$2,985.00 to furnish labor, equipment and material to accomplish the abatement of the following asbestos containing materials located at 15288 Kettlersville Road, Wapakoneta – 260 S.F. Floor Tile. All abatement activities will be done in accordance with all applicable Health Department, EPA and OSHA regulations. Cost includes personal air monitoring and Transportation and Disposal of Waste.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the asbestos abatement quote of the residential property located at 15288 Kettlersville Road, Wapakoneta from Interdyne Environmental Services at a cost of \$2,985.00 to remove the 260 S.F. floor tile for the Attorney General's – Moving Ohio Forward Grant Program.; and,

BE IT FURTHER RESOLVED that said Board does authorize BOCC Clerk, Esther Leffel, to proceed with the scheduling of the asbestos abatement removal per the quote in the amount of \$2,985.00.

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: Interdyne Environmental Services
 Patrick & Jean Schneider

IN THE MATTER OF APPROVING THE CONTRACTOR'S PAY REQUEST FROM SCHIMMOELLER CONSTRUCTION INC FOR CITY OF WAPAKONETA 2013 CDBG ADA HANDICAP INTERSECTION/TRUNCATED MAT PROJECT, A FY 2012 CDBG FORMULA PROGRAM PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on July 16, 2013, Resolution #13-319, the Board of County Commissioners awarded the bid for the F.Y. 2012 CDBG Formula Program project of the City of Wapakoneta 2013 CDBG ADA Handicap Intersection/Truncated Mat Project to Schimmoeller Construction, Inc. at the cost of \$50,999.00; and,

WHEREAS, on September 24, 2013, Resolution #13-417, the Board of County Commissioners approved Change Order #1 decreasing the contract by (\$5,489.50) for a new contract total of \$45,509.50; and,

WHEREAS, the Board of County Commissioners has now been presented with a Contractor's Pay Request in the amount of \$45,509.50 and the CDBG grant will pay \$28,101.22 and the City of Wapakoneta will be responsible for the balance of the contract for \$17,408.28.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request of \$45,509.50 and the CDBG grant will pay \$28,101.22 and the City of Wapakoneta will be responsible for the balance of the contract for \$17,408.28 and does authorize execution by the Vice President of the Board of County Commissioners for said Contractor's Pay Request from Schimmoeller Construction, Inc.

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

- cc: Poggemeyer Design Group – Gayle Flaczynski
- ✓ Schimmoeller Construction
- ✓ City of Wapakoneta – Mary Ruck

County Commissioners' Office
Auglaize County, Ohio
October 1, 2013

No 13-428

IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR OCTOBER.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary to pay the county's mandated share of Public Assistance for October.

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following payment:

**From: 001-0905-533500 – Public Assistance Grant
Amount: \$ 7,792.50
To: 006-0400-400101 – Public Assistance**

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

Adopted this 1st day
of October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , Yes
Douglas A. Spencer

cc: County Auditor
/ Jobs & Family Services

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY SHERIFF.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 3, 2013, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2013 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the (039) 2009 ACT Grant Fund by \$26,100.00; and,

WHEREAS, Auglaize County Sheriff Allen Solomon requested that the Board amend the 2013 Annual Appropriation to reflect the following increase:

Increase 2009 ACT Grant Fund – 039.0039.530600 (Contract Services) by \$26,100.00; and,

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2013 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

- cc/ County Auditor - Janet Schuler
- ✓ County Administrator
- ✓ Sheriff

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

Sheriff Fund:

Amount:	From:	To:
\$ 11,000.00	001.0601.536400 (Workers Comp)	001.0601.530501 (Repairs Jail)
\$ 10,000.00	001.0601.530301 (Supplies Jail)	001.0601.530300 (Supplies LE)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman . yps
John N. Bergman

Douglas A. Spencer . yps
Douglas A. Spencer

cc: County Auditor
✓ Sheriff – Allen Solomon

IN THE MATTER OF AUTHORIZING THE CONTINUED AGREEMENT REGARDING THE NATURAL GAS PURCHASE PROGRAM OF THE CCAO SERVICE CORPORATION; AUTHORIZING THE EXECUTION OF THE PARTICIPATION AGREEMENT FOR THIS PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:
RESOLUTION

WHEREAS, on May 7, 2009, the Board of Auglaize County Commissioners adopted Resolution #09-166, authorizing the Participation Agreement for the Natural Gas Purchase Program of the CCAO Service Corporation; and,

WHEREAS, the Board of County Commissioners of Auglaize County, Ohio is in receipt of a Continuation Agreement Regarding the Natural Gas Purchase Program of the CCAO Service Corporation; the Board has reviewed said Agreement and fords the pertinent provisions to be as follows:

- A. CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio and which choose to participate, either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced firm natural gas supplies through a natural gas purchase program (the "Program") under contractual terms favorable to Participants.
- B. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program.
- C. CCAOSC and the Participants agree that it is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's natural gas purchase program.

NOW, THEREFORE, it is agreed by and among CCAOSC, the Participant, and the Manager, by their authorized representatives, that:

"Program Term" means the period commencing January 1, 2014 and ending on December 31, 2019.

SECTION 2. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS

- (A) **Purchase and Aggregation of Natural Gas.** On or about the date hereof, each Authorized Estimator shall certify to CCAOSC or the Manager the estimated monthly natural gas consumption during the Program Term for the Participant's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC or the Manager shall aggregate all of the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the Supplier(s) for such periods and pricing as determined by CCAOSC or the Manager. The Participant authorizes the Manager with approval of Executive Committee to enter into the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.
- (B) **Power of Attorney.** In order to facilitate the operation of the Program, the Participant agrees to authorize, execute and deliver to the Manager the Power of Attorney in substantially the form attached as Exhibit A to this Agreement.
- (C) **Payments by Participant.** The Participant agrees to pay to the Supplier(s) its monthly gas costs within the allotted time frame permitted under supply agreement. This time frame will normally be 12 to 15 days after receipt of the invoice. Timely payment of all amounts owed to Supplier(s) is essential to the Program. If the Participant fails to transmit timely payment to the Supplier(s) of any amount due, the Participant may, to the extent permitted by law, be charged interest on the overdue amount.
- (D) **Program Administrative Charges.** Included in the Supplier(s) gas costs paid by Participant to the Supplier will be the Program Administrative Costs that shall be \$0.20 per MCF (one thousand cubic feet) plus any other reasonable administrative costs such as legal costs approved by the Executive Committee. In the event the Supplier(s) refuses to include Program Administrative Costs in the gas costs invoiced to Participants, a separate invoice shall be issued in the same per unit amount as included for other Participants'. Payment of such separately invoiced Program Administrative Costs shall be paid by the Participant and is due to Manager within 30 days of invoice date.

SECTION 8. TERM OF THIS AGREEMENT. It is the express intention of the Participant that this Agreement shall continue for the Program Term, subject to the Participant's right of withdraw as provided in Section 5(A), but may be terminated as provided in Section 9.

WHEREAS, a copy of the Continuation Agreement is on file and made a part hereof as if fully rewritten. Agreement will be maintained until no longer of administrative value.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the continuation agreement regarding the Natural Gas Purchase Program of CCAO Service Corporation; and,

BE IT FURTHER RESOLVED that said Board does approve the Continuation Agreement regarding the Natural Gas Purchase Program of CCAO Service Corporation, hereby authorizing the execution of said Agreement by the Vice President of the Board of Auglaize County Commissioners.

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

cc: CCAOSC – Tom Strup
Palmer Energy – Amy Hoffman

**CONTINUATION AGREEMENT REGARDING
THE NATURAL GAS PURCHASE PROGRAM
OF
THE CCAO SERVICE CORPORATION**

This Continuation Agreement Regarding the Natural Gas Purchase Program of the CCAO Service Corporation ("CCAOSC") is entered into as of this 15th day of October, 2013, among the CCAO Service Corporation, an Ohio for-profit corporation, the County of Auglaize, Ohio, a political subdivision of the State of Ohio (the "Participant"), and CCAOSC Energy Solutions (CCAOSCES), an Ohio limited liability company and subsidiary of the Consultant (the "Manager").

Recitals

A. CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio and which choose to participate, either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced firm natural gas supplies through a natural gas purchase program (the "Program") under contractual terms favorable to Participants.

B. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program.

C. CCAOSC and the Participants agree that it is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's natural gas purchase program.

NOW, THEREFORE, it is agreed by and among CCAOSC, the Participant, and the Manager, by their authorized representatives, that:

SECTION 1. DEFINITIONS

"Agreement" means this Participation Agreement, as the same may be amended, modified or supplemented in accordance with Section 7 hereof.

"Authorized Estimator" means the person designated by the governing board of the Participant to estimate the natural gas to be purchased for the Participant, as well as other nominations of natural gas supply for the Participant. With respect to Participants, the Authorized Estimator may, but need not be, the Participant's representative on the Board of Participants.

"Board of Participants" has the meaning ascribed to it in Section 3 of this Agreement.

"Executive Committee of the Board of Participants" has the meaning ascribed to it in Section 3 of this Agreement.

"Fiscal Year" means the Participant's twelve (12) month fiscal period of January 1 through December 31 of each year, unless such period is subsequently changed by law.

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants, effective for a period of not more than three (3) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company serving Participant's facilities.

"Manager" means CCAOSCES, a subsidiary of the Palmer Energy Company.

"Participant" means those Ohio counties which are members of the County Commissioners Association of Ohio and/or their boards, agencies, districts or other instrumentalities, of which the Participant is one, that are participating in the Program.

"Program" means the Natural Gas Purchase Program of CCAOSC.

"Program Administrative Costs" means all reasonable administrative costs incurred by CCAOSC and the Manager in connection with the Program and approved by the Executive Committee of the Board of Participants.

"Program Term" means the period commencing January 1, 2014 and ending on December 31, 2019.

"Supplier" means any person, corporation, partnership or other organization with whom CCAOSC (or its designee) may contract for the purchase of natural gas.

"Utility Transporter" means any interstate and/or intrastate pipeline transporter of natural gas, including any local gas distribution company.

"LDC" means local distribution company or natural gas utility that delivers gas to program participants.

SECTION 2. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS

(A) **Purchase and Aggregation of Natural Gas.** On or about the date hereof, each Authorized Estimator shall certify to CCAOSC or the Manager the estimated monthly natural gas consumption during the Program Term for the Participant's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC or the Manager shall aggregate all of the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the Supplier(s) for such periods and pricing as determined by CCAOSC or the Manager. The Participant authorizes the Manager with approval of Executive Committee to enter into the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

(B) **Power of Attorney.** In order to facilitate the operation of the Program, the Participant agrees to authorize, execute and deliver to the Manager the Power of Attorney in substantially the form attached as Exhibit A to this Agreement.

(C) **Payments by Participant.** The Participant agrees to pay to the Supplier(s) its monthly gas costs within the allotted time frame permitted under the supply agreement. This time frame will normally be 12 to 15 days after receipt of the invoice. Timely payment of all amounts owed to Supplier(s) is essential to the Program. If the Participant fails to transmit timely payment to the Supplier(s) of any amount due, the Participant may, to the extent permitted by law, be charged interest on the overdue amount.

(D) **Program Administrative Charges.** Included in the Supplier(s) gas costs paid by Participant to the Supplier will be the Program Administrative Costs that shall be \$0.20 per MCF (one thousand cubic feet) plus any other reasonable administrative costs such as legal costs approved by the Executive Committee. In the event the Supplier(s) refuses to include Program Administrative Costs in the gas costs invoiced to Participants, a separate invoice shall be issued in the same per unit amount as included for other Participants'. Payment of such separately invoiced Program Administrative Costs shall be paid by the Participant and is due to Manager within 30 days of invoice date.

(E) **Sole Supplier.** During the Program Term, the Supplier(s) agrees to supply and the Participant agrees to purchase all of its gas requirements for participating facilities pursuant to the supply agreement executed on behalf of the Participant.

(F) **Imbalances in Supply of Natural Gas.** It is understood that differences between the Participant Estimate and the Participant's actual consumption may occur. The Manager may make adjustment for differences between estimated and actual consumption for the Participant and for all of the Participants, as a group taken as a whole.

In the event the Participant's monthly consumption exceeds its estimated consumption, such incremental use shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, additional supplies shall be secured from the Supplier(s), its designee, or LDC.

In the event the Participant's monthly consumption is less than estimated, the Participant shall be responsible for the cost of gas with respect to their actual consumption plus, to the extent the Supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cashout, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

In the event the Supplier(s) fails to deliver the Participant's nominated quantity, Manager may prorate quantities actually delivered to the Participants and each Participant shall, consistent with the LDC's rules and regulations in effect at the time, purchase any additional volumes of natural gas required from alternate suppliers or the LDC. The Manager, with notice to the Participant, may change the procedures for dealing with imbalances to be consistent with LDC's policies dealing with volumes consumed and nominated.

(G) **Notice of Significant Change in Usage.** During the Program Term, the Participant may make material changes or additions to its physical facilities or heating systems, or experience closure of facilities, planned or unplanned. The Participant agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease natural gas usage by ten percent (10%) or more per year for such Participant.

(H) **Arrangements with the LDC.** In the event that the LDC requires the Participant to enter into or Participant negotiates a separate agreement with the LDC for the transportation of natural gas to the Participants' facilities, the Participant shall consult with CCAOSC or the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. If CCAOSC or the Manager determines that the terms of the proposed agreement between the Participant and the LDC are consistent with the Program, the Participant shall cooperate with CCAOSC or the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required. During the Program Term, Participant shall perform all of its obligations under any such separate agreement with the LDC.

SECTION 3. MANAGEMENT AND OPERATION OF PROGRAM

(A) **Board of Participants.** The Board of Participants shall have the general oversight of the Program. It shall consist of one representative of each Participant in the Program. Each Participant shall designate one Representative and one Alternate to the Board of Participants, such designation to be in writing and filed with CCAOSC. A Participant's vote may be cast only by its Representative or by its Alternate in the absence of its Representative. If a Participant has more than one agency or instrumentality in the Program, it shall nevertheless be entitled to only one vote on the Board of Participants.

(B) **Executive Committee of Board of Participants.** The Board of Participants shall determine the number of members of the Executive Committee of the Board of Participants herein after known as the "Executive Committee", but such number shall not be less than seven or more than eleven exclusive of ex-

officio members. The Executive Committee shall exercise all of the powers in connection with oversight of the Program, including but not limited to the following:

- (1) It shall oversee and manage the operation of the Program.
- (2) It may adopt policies and procedures supplementing the general terms of this Agreement concerning the purchase of natural gas supplies, transportation and/or storage of gas, payment for purchase, transportation and/or storage of gas, accounting for such gas among the Participants, the allocation among the Participants of any charges incurred in connection with the over or under consumption of natural gas purchased or changes in rates by Supplier(s), and the method by which gas usage will be reported to CCAOSC or the Manager.
- (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.
- (4) It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager, advisors and legal counsel.
- (5) It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.
- (6) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (7) It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:
 - (a) Amendments to or modifications of this Agreement;
 - (b) Program Administrative Costs; and
 - (c) Each Participant's share of Program Administrative Costs.
- (8) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Executive Committee may direct the Consultant and the Manager, to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Consultant and the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

- (C) **Membership of Executive Committee.** The members of the current program's Executive Committee shall serve until the selection of their successors by the Board of Participants. There shall be at least five ex-officio members of the Executive Committee: two appointed by the Manager; two appointed by CCAOSC; and legal counsel appointed by the Executive Committee. In addition, the Executive Committee may appoint additional ex officio Executive Committee members as it deems necessary. Ex officio members of the Executive Committee shall be non-voting members. The permanent Executive Committee shall be elected by the then-existing Participants as follows: a number of members of the Executive Committee equal to a simple majority of the membership of the Executive Committee shall be elected for a term expiring on December 31, 2010 and the remaining members shall be elected for a term expiring on December 31, 2011. Thereafter, terms of office of members of the Executive Committee shall be for two years, and shall commence on the first day of January and end on the last day of December. Members shall hold office until the expiration of their terms, or subsequent to the

expiration of their terms until their successors take office. All vacancies in the membership of the Executive Committee shall be filled for the unexpired term by election by the Board of Participants.

- (D) **Meetings; Quorum.** The Board of Participants shall hold its first meeting upon the call of the initial Executive Committee, and thereafter shall hold an annual meeting during the last three months of each calendar year, for the purposes of passing upon reports of the previous fiscal year, electing members of the Executive Committee and transacting such other business as may come before the meeting. The Board of Participants shall meet at such other times as it determines. The Executive Committee shall meet at such times as it determines. A majority of all Participants shall constitute a quorum for the transacting of business by the Board of Participants, and a majority of all then-authorized voting members of the Executive Committee shall constitute a quorum for the transacting of business by the Executive Committee.
- (E) **Rules and Regulations.** The Board of Participants and the Executive Committee may make such further rules and regulations governing the conduct of business as they may determine.

SECTION 4. REPORTS AND RECORDS. CCAOSC or the Manager shall maintain records and data concerning the amount of natural gas purchased and consumed on behalf of the Participant, the amount paid for the purchase and, if applicable, transportation and/or storage of such gas, the allocation of the costs thereof among the Participants and such other records and data as the Executive Committee of the Board of Participants deems necessary or appropriate. CCAOSC or the Manager shall maintain records and conduct operations of the Program based on a Fiscal Year beginning January 1 and ending December 31. If requested by the Manger, the Participant shall promptly provide the Manager with a copy of any statements received by the Participant concerning consumption of natural gas by the Participant.

SECTION 5. WITHDRAWAL; RE-ENTRY.

- (A) **Withdrawal.** The Participant may withdraw from the program commencing any January 1, if it gives written notice by April 1 of the prior year and pays all amounts due under this Agreement. Upon the giving of proper notice and payment of all amounts due by the Participant, this Agreement shall terminate as to the Participant on December 31 of the last year for which payments have been made, without penalty or expense to the Participant except as to the costs associated with the financial difference between the value of any supply when initially contracted under the Program and the value of the supply obtained by the Supplier through the sale or modifications of any financial and contractual commitments as authorized under this Agreement. In the event of such termination and except as permitted hereunder, the Manager and/or CCAOSC will have all legal and equitable rights and remedies available under Ohio law against the Participant to pursue recovery of all amounts owed by Participant hereunder.
- (B) **Payment of Amounts Due.** No withdrawal, either from CCAO or from this Program, shall be effective unless and until the withdrawing Participant shall have paid in full all amounts due hereunder, including, without limitation, amounts that may be due for excess natural gas usage by the withdrawing Participant and determined by CCAOSC or the Manager pursuant to the provisions of this Agreement.
- (C) **Effect of Non-Membership in CCAO.** If a Participant ceases to be a member of the County Commissioners Association of Ohio, the Executive Committee of the Board of Participants shall have the right, in its sole discretion, to permit the Participant to remain in the Program or to expel the Participant from the Program and to terminate the Participant's rights under this Agreement, effective as of the January 1 of the first year after the Participant is no longer a member of the County Commissioners Association of Ohio. The Executive Committee may, but shall not be required to, afford the Participant a hearing before taking action pursuant to this subsection.

- (D) **Re-Entry into Program.** Upon withdrawal from the Program, the withdrawing Participant may apply to become a Participant again; such application may be granted or denied by the Executive Committee of the Board of Participants, on such terms and conditions for re-admittance as the Executive Committee of the Board of Participants may set, in its sole discretion.

SECTION 6. AMENDMENTS. This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement on behalf of CCAOSC by the governing bodies of at least two-thirds (2/3) of the Participants. No such modification, amendment or supplement shall be effective as to the Participant without the approval of the Participant's governing body.

SECTION 7. RESTRICTION. It is understood and agreed, and CCAOSC, the Participant, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and the Participant are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or the Participant to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's "self-help guidelines" in PUCO Case No. 85-800-GA-COI, as may be further amended or modified, and tariffs, rules and regulations of the LDC

SECTION 8. TERM OF THIS AGREEMENT. It is the express intention of the Participant that this Agreement shall continue for the Program Term, subject to the Participant's right of withdraw as provided in Section 5(A), but may be terminated as provided in Section 10.

SECTION 9. TERMINATION. In the event that all of the Participants, by duly adopted resolutions have terminated their participation in this Program and withdrawn from, the Board of Participants shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement. All such matters shall be resolved in a manner consistent with the terms and conditions of the Gas Contract(s), and this Agreement.

Notwithstanding the foregoing, if at any time during the term of this Agreement,

- (i) CCAOSC, the Program, the Manager, or any Participant shall become subject to or threatened to become subject to public utility regulation by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission, the U.S. Department of Energy or any other governmental regulatory entity, or
- (ii) CCAOSC, this Program, the Manager, or any Participant shall be deemed or threatened to be deemed to be a public utility for purposes of taxation or by the Public Utilities Commission of Ohio or any other governmental regulatory agency, or
- (iii) all of the Participant's natural gas transportation agreements with the LDCs are terminated for any reason or amended by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission or any other governmental agency order in a manner unacceptable to the Board of Participants, the Board of Participants may terminate this Agreement promptly by its majority vote.

SECTION 10. MISCELLANEOUS. This Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 11. COUNTERPARTS. This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each Participant executing this Agreement shall deliver to CCAOSC a certified copy of the resolution of its governing body authorizing execution of this Agreement.

SECTION 12. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that party listed on Appendix A or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

SECTION 13. ASSIGNMENT. The Participant acknowledges and agrees that CCAOSC shall have the right to assign all of its and/or the Manager's rights to payments and monies received or to be received from such Participant hereunder and any other rights, remedies and/or obligations hereunder to a third party including, without limitation, one or more Trustees and paying agents as may be necessary or desirable to effectuate the Program, and Participant hereby consents thereto.

SECTION 14. ENTIRE AGREEMENT. This Continuation Agreement along with Exhibit A constitutes the entire understanding by and among the parties pertaining to the subject matter hereof, and supersedes all prior negotiations, documents, representations and agreements. This Agreement constitutes the entire agreement in this matter by and among the parties and may not be changed, modified, or altered except by a written instrument signed by the parties hereto or their authorized representatives.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, the Participant, CCAOSCES, and Anglaize County pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: _____

209 East State Street
Columbus, Ohio 43215

COUNTY OF Anglaize

Date of Adoption
of Approving Board Resolution

By: John N. Bergman
John N. Bergman

10-1-2013

Address: 202 S. Blackfoot St., Room 201, Wapakoneta, Ohio 45895
Telecopy Number: 419-739-6710


CCAOSCES

By: _____

5577 Airport Highway, Suite 101
Toledo, Ohio 43615

Approved as to form:

(Ass't) Prosecuting Attorney



FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Auglaize, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 2014 under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant 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.

County Auditor Gina Schuler
County of Auglaize, Ohio

Dated: 10-1, 2013

EXHIBIT A

*Power of Attorney and Agreement
CCAOSC Natural Gas Purchasing Program Only*

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) CCAOSC Energy Solutions (CCAOSCES) a subsidiary of Palmer Energy Company located at 241 N. Superior Toledo, Ohio 43604 as Attorney in fact to act in the Participant's capacity to do every act that the Participant may legally do through an Attorney in fact, so it may join a CCAOSCES natural gas program designed to transport and deliver natural gas to the following described. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

Company Representative:		
Company Name:		
Address:		
City:	State:	Zip:

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSCES natural gas program and in the name of the Participant execute all relevant documents such as natural gas transportation applications and natural gas purchase contracts, provided such contracts do not exceed three years in duration.

The said Attorney in fact is also empowered and authorized to directly receive any and all bills from the Participant's local distribution company (LDC). Participant authorizes CCAOSCES to insert and remove its gas account(s) from various gas supplier aggregation pools at CCAOSCES discretion. Participant hereby authorizes CCAOSCES to execute LDC agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant's natural gas requirements may be grouped together with other companies who are involved in the CCAOSCES program. CCAOSCES shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES Participants. The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant.

The Participant will give CCAOSCES, and its contracted service provider(s) access to any and all records (as reasonably requested). The Participant will immediately notify the CCAOSCES and its contracted service provider(s) of any changes in circumstance that could materially effect this usage data, including but not limited to, weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source.

County

Company

Signature, Title

Signature, Title

Date

Date

Printed Name, Title

Printed Name/Title

**IN THE MATTER OF APPROVING THE PARTICIPATION AGREEMENT REGARDING
ELECTRICITY PURCHASE PROGRAM OF THE CCAO SERVICE CORPORATION.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the County Commissioners Association of Ohio (CCAOSC) has partnered with Palmer Energy Company to help manage an electricity program for member counties; and

WHEREAS, the Board of County Commissioners of Auglaize County, Ohio desires to participate in the CCAOSC Electric Program and is in receipt of a Participation Agreement Regarding Electricity Purchase Program of the CCAO Service Corporation; and,

WHEREAS, the Board has reviewed said agreement, together with all relevant documents submitted therewith, and fords the pertinent provisions to be as follows:

This Participation Agreement regarding the Electricity Purchase Program of the CCAO Service Corporation ("CCAOSC") is among the CCAO Service Corporation, an Ohio for-profit corporation, the County of Mercer, Ohio, a political subdivision of the State of Ohio ("the Participant"), and CCAOSC Energy Solutions (CCAOSCES), an Ohio limited liability company and subsidiary or the Consultant (the "Manager").

Recitals

- A. The County Commissioners Association of Ohio (CCAO), through its affiliate CCAOSC, wishes to establish a joint purchasing program under the authority of Revised Code Section 9.48 in order to assist eligible Ohio counties or boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced electricity supplies through an electricity purchase program (the "Program") under contractual terms favorable to Participants.
- B. The Participant is an Ohio county which is a member of CCAO and wishes to participate in the Program.
- C. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program. The Manager is a subsidiary of Palmer Energy Company, Toledo, Ohio.
- D. CCAOSC and the Participant agree that is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's electricity purchase program.

NOW, THEREFORE, it is agreed by and among CCAOSC, the Participant, and the Manager, by their authorized representatives, that:

"Program Term" means the period commencing January 1, 2014 and ending on December 31, 2019, and

SECTION 3. SUPPLY OF ELECTRICITY

- (A) **Purchase of Electricity.** On or about the date hereof, each Authorized Estimator shall certify to CCAOSC or the Manager the estimated monthly electricity consumption during the Program Term for the Participant's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC or the Manager shall estimate the Participant's quantity of electricity to be purchased (the "Quantity") and shall make the necessary arrangements for the Participant to purchase the Quantity from the Supplier(s) for such periods and pricing as determined by the Manager; provided that such actions shall be in the best interests of the Participants.
- (B) **Aggregation of Electricity.** Upon agreement by the Board of Participants, this Program shall initiate an optional conversion from an individual Participant purchase process to an aggregated purchase process "Aggregation".
- (C) **Payments by Participant.** The Participant agrees to pay to the Supplier(s) amounts legally owed within the allotted time frame permitted under the Electricity Supply Agreement. This time frame will normally be determined by the EDU standard payment terms unless Supplier decides to bill separately. Timely payment of all amounts owed is essential to the Program. In the event Supplier(s) takes legal action against the Participant to collect any amounts due under their supply agreement and attempts to involve CCAOSC or the Manager, to the extent permitted by law, the Participant agrees to pay all of CCAOSC's or the Manager's fees, costs and expenses (including reasonable legal fees to the extent permitted by law) incurred by CCAOSC or the Manager in connection therewith.

(D) Program Administrative Charges. Included in the Supplier(s) electricity costs paid by Participant to the Supplier will be the Program Administrator Costs that shall be \$0.001 per kWh (kilowatt-hour). In the event the Supplier(s) refuses to include Program Administrative Costs in the electric costs invoiced to participant, a separate invoice shall be issued in the same per unit amount as included in other Participants'. Supplier invoice payment of such separately invoiced Program Administrative Costs shall be due to Manager within 30 days of invoice date.

SECTION 8. TERM OF THIS AGREEMENT. It is the express intention of the Participant that this Agreement shall continue for the Program Term, but may be terminated as provided in Section 9.

WHEREAS, a copy of the Participation Agreement is on file and made a part hereof as if fully rewritten. Agreement will be maintained until no longer of administrative value.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the Participation Agreement regarding the Electricity Purchase Program of the CCAO Service Corporation; and,

BE IT FURTHER RESOLVED that said Board does approve the Participation Agreement regarding the Electricity Purchase Program of CCAO Service Corporation, hereby authorizing the execution of said Agreement by the Vice President of the Board of Auglaize County Commissioners.

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

Adopted this
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

**PARTICIPATION AGREEMENT REGARDING
ELECTRICITY PURCHASE PROGRAM
OF
THE CCAO SERVICE CORPORATION**

This Participation Agreement Regarding the Electricity Purchase Program of the CCAO Service Corporation is entered into as of 10-1, 2013, among the CCAO Service Corporation, an Ohio for-profit corporation ("CCAOSC"), the County of Auglaize, Ohio, a political subdivision of the State of Ohio (the "Participant"), and CCAOSC Energy Solutions (CCAOSCES), an Ohio limited liability company (the "Manager").

Recitals

A. The County Commissioners Association of Ohio (CCAO), through its affiliate CCAOSC, wishes to establish a joint purchasing program under the authority of Revised Code Section 9.48 in order to assist eligible Ohio counties or boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced electricity supplies through an electricity purchase program (the "Program") under contractual terms favorable to Participants.

B. The Participant is an Ohio county which is a member of CCAO and wishes to participate in the Program.

C. CCAOSC wishes to avail itself of the expertise of the Manager in administering the Program. The Manager is a subsidiary of Palmer Energy Company, Toledo, Ohio.

D. CCAOSC and the Participant agree that it is necessary and desirable that this Agreement be entered into in order to create and adopt comprehensive guidelines for the funding, management and administration of CCAOSC's electricity purchase program.

NOW, THEREFORE, it is agreed by and among CCAOSC, the Participant, and the Manager, by their authorized representatives, that:

SECTION 1. DEFINITIONS

"Agreement" means this Participation Agreement, as the same may be amended, modified or supplemented in accordance with Section 10 hereof.

"Authorized Estimator" means the person designated by the governing board of the Participant to estimate the electricity to be purchased by the Participant.

"Board of Participants" has the meaning ascribed to it in Section 4 of this Agreement.

"Executive Committee of the Board of Participants" has the meaning ascribed to it in Section 4 of this Agreement.

"Fiscal Year" means the Participant's twelve (12) month fiscal period of January 1 through December 31 of each year, unless such period is subsequently changed by law.

"Electric Supply Agreement" means the Electricity Purchase Agreement(s) between a Supplier and Participants, effective for a period of not more than three (3) years from the commencement date thereof (unless previously terminated), subject to the terms and conditions thereof.

"EDU" means the applicable local electric distribution utility company serving Participant's facilities.

"Manager" means CCAOSC Energy Solutions, a subsidiary of the Palmer Energy Company, Inc.

"Participant" means those Ohio counties which are members of the County Commissioners Association of Ohio and/or their boards, agencies, districts or other instrumentalities, of which the Participant is one, that are participating in the Program.

"Program" means the Electricity Purchase Program of CCAOSC.

"Program Administrative Costs" means all reasonable administrative costs incurred by CCAOSC and the Manager in connection with the Program.

"Program Term" means the period commencing January 1, 2014 and ending on December 31, 2019.

"Supplier" means any person, corporation, partnership or other organization with whom Participants may contract for the purchase of Electricity.

SECTION 2. REQUEST FOR PROPOSALS. Prior to the Participant's entering into any Electricity Purchase Agreement with a Supplier, CCAOSC or the Manager shall conduct a publicly solicited request for proposals from Suppliers and shall, upon request, make the request for proposals and any responses to such request available to the Participant.

SECTION 3. SUPPLY OF ELECTRICITY

(A) **Purchase of Electricity.** On or about the date hereof, each Authorized Estimator shall certify to CCAOSC or the Manager the estimated monthly electricity consumption during the Program Term for the Participant's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC or the Manager shall estimate the Participant's quantity of electricity to be purchased (the "Quantity") and shall make the necessary arrangements for the Participant to purchase the Quantity from the Supplier(s) for such periods and pricing as determined by the Manager; provided that such actions shall be in the best interests of the Participants.

(B) **Aggregation of Electricity.** Upon agreement by the Board of Participants, this Program shall initiate an optional conversion from an individual Participant purchase process to an aggregated purchase process "Aggregation". If agreed by the Participant and the Board of Participants the Manager will aggregate the electricity purchases of the Aggregation Participants where it is anticipated to be practical and economically beneficial for Participants.

It is understood that differences between the Participant Estimate and the Participant's actual consumption may occur. The Manager may make adjustment for differences between estimated and actual consumption for the Participant and for all of the Participants, as a group taken as a whole.

In the event the Participant's monthly consumption exceeds its estimated consumption, such incremental use shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, additional supplies shall be secured from the Supplier(s), its designee, or EDU. Each Participant shall be responsible for the cost of electricity, generation capacity and other costs attributable to securing their actual consumption.

In the event the Participant's monthly consumption is less than estimated, the Participant shall be responsible for the cost of electricity, generation capacity and other costs attributable to securing their actual consumption plus, to the extent the Supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cash-out, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

(C) **Payments by Participant.** The Participant agrees to pay to the Supplier(s) all amounts legally owed within the allotted time frame permitted under the Electricity Supply Agreement. This time frame will normally be determined by the EDU standard payment terms unless Supplier decides to bill separately. Timely payment of all amounts owed is essential to the Program. In the event Supplier(s) takes legal action against the Participant to collect any amounts due under their supply agreement and attempts to involve CCAOSC or the Manager, to the extent permitted by law, the Participant agrees to pay all of CCAOSC's or the Manager's fees, costs and expenses (including reasonable legal fees to the extent permitted by law) incurred by CCAOSC or the Manager in connection therewith.

(D) **Program Administrative Charges.** Included in the Supplier(s) electricity costs paid by Participant to the Supplier will be the Program Administrative Costs that shall be \$0.001 per kWh (kilowatt-hour). In the event the Supplier(s) refuses to include Program Administrative Costs in the electric costs invoiced to Participant, a separate invoice shall be issued in the same per unit amount as included in other Participants'. Supplier invoice payment of such separately invoiced Program Administrative Costs shall be due to Manager within 30 days of invoice date.

(E) **Sole Supplier.** During the Program Term, if the Supplier(s) agrees to supply all of the Participant's electricity requirements for participating facilities pursuant to the supply agreement, the Participant agrees to purchase all of such requirements from the Supplier(s).

(F) **Notice of Significant Change in Usage.** During the Program Term, the Participant may make material changes or additions to its physical facilities or experience

closure of facilities, planned or unplanned. The Participant agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease electricity usage by ten percent (10%) or more per year for such Participant.

(G) **Arrangements with the EDU.** In the event that the EDU requires the Participant to enter into or Participant negotiates a separate agreement with the EDU for the distribution of electricity to the Participants' facilities, the Participant shall consult with CCAOSC or the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. If CCAOSC or the Manager determines that the terms of the proposed agreement between the Participant and the EDU are consistent with the Program, the Participant shall cooperate with CCAOSC or the Manager to secure approval of that agreement from the Public Utilities Commission of Ohio, if required. During the Program Term, Participant shall perform all of its obligations under any such separate agreement with the EDU.

SECTION 4. MANAGEMENT AND OPERATION OF PROGRAM

(A) **Board of Participants.** The Board of Participants shall have the general oversight of the Program. It shall consist of one representative of each Participant in the Program. Each Participant shall designate one Representative and one Alternate to the Board of Participants, such designation to be in writing and filed with CCAOSC. A Participant's vote may be cast only by its Representative or by its Alternate in the absence of its Representative. If a Participant has more than one agency or instrumentality in the Program, it shall nevertheless be entitled to only one vote on the Board of Participants.

(B) **Executive Committee of Board of Participants.** The Board of Participants shall determine the number of members of the Executive Committee of the Board of Participants herein after known as the "Executive Committee", but such number shall not be less than seven or more than eleven exclusive of ex-officio members. The Executive Committee shall exercise all of the powers in connection with oversight of the Program, including but not limited to the following:

- (1) It shall oversee and manage the operation of the Program.
- (2) It may adopt policies and procedures supplementing the general terms of this Agreement concerning the purchase of electricity, accounting for electricity charges among the Participants, the allocation among the Participants of any charges incurred in connection with the over or under consumption of electricity purchased or changes in rates by Supplier(s), and the method by which electricity usage will be reported to CCAOSC or the Manager.
- (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program.
- (4) It may direct the employment or contracting by CCAOSC with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, the Manager, advisors and legal counsel.

- (5) It shall authorize any agreements between Participants' and the Supplier(s) upon terms it approves.
- (6) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (7) It shall make recommendations to the Board of Participants concerning any matter relating to the operation of the Program, including, but not limited to:
 - (a) Amendments to or modifications of this Agreement;
 - (b) Program Administrative Costs; and
 - (c) Each Participant's share of Program Administrative Costs.
- (8) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.

The Executive Committee may direct the Manager, to assist in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Manager, such of the foregoing duties to the fullest extent permitted under Ohio law.

- (C) **Membership of Executive Committee.** The Executive Committee shall be elected by the then-existing Participants as follows: a number of members of the Executive Committee equal to a simple majority of the membership of the Executive Committee shall be elected for a term expiring on December 31, 201_ and the remaining members shall be elected for a term expiring on December 31, 201_. Thereafter, terms of office of members of the Executive Committee shall be for two years, and shall commence on the first day of January and end on the last day of December. Members shall hold office until the expiration of their terms, or subsequent to the expiration of their terms until their successors take office. All vacancies in the membership of the Executive Committee shall be filled for the unexpired term by election by the Board of Participants. There shall be at least five ex-officio members of the Executive Committee: two appointed by the Manager; two appointed by CCAOSC; and legal counsel appointed by the Executive Committee. In addition, the Executive Committee may appoint additional ex officio Executive Committee members as it deems necessary. Ex officio members of the Executive Committee shall be non-voting members.
- (D) **Meetings: Quorum.** The Board of Participants shall hold its first meeting upon the call of the initial Executive Committee, and thereafter shall hold an annual meeting during the last three months of each calendar year, for the purposes of passing upon reports of the previous fiscal year, electing members of the Executive Committee and transacting such other business as may come before the meeting. The Board of Participants shall meet at such other times as it determines. The Executive Committee shall meet at such times as it determines. A majority of all Participants shall constitute a quorum for the transacting of business by the Board of Participants, and a majority of all then-authorized voting

members of the Executive Committee shall constitute a quorum for the transacting of business by the Executive Committee.

- (E) **Rules and Regulations.** The Board of Participants and the Executive Committee may make such further rules and regulations governing the conduct of business as they may determine.

SECTION 5. PROGRAM SERVICES.

(A) **Manager Services.** Manager shall assist Participant in various electricity cost reduction and control efforts such as securing proposals for electricity supplies to serve Participant's various facilities. Manager shall also periodically evaluate the EDU rates charged to Participant; provide recommendations on various purchase mechanisms regarding term, methodology (e.g. fixed, float, on-peak/off-peak) and other forms of pricing for electricity supplies.

(B) **Letter of Exclusive Authorization.** Participant shall execute the attached letter of exclusive authorization attached to this Agreement on its letterhead for use by the Manager. This letter provides the Manager the authority to execute any letters of authorization necessary to securing pricing from various potential suppliers, obtain billing, rate, demand, use, load profile, PLC's, interval and all other information from the EDU necessary to obtain electric supply pricing for the Participant's consideration. This Agreement also provides the Manager authority to request any same information from the existing supplier(s) that it would otherwise obtain from the EDU including but not limited to use, demand, interval data, contracts, PLC's, load profile and EDU rate codes.

(C) **Power of Attorney.** In order to facilitate the operation of the Program, the Participant agrees to authorize, execute and deliver to the Manager the Power of Attorney in substantially the form attached as Exhibit A to this Agreement.

SECTION 6. REPORTS AND RECORDS. CCAOSC or the Manager shall maintain records and data concerning the amount of electricity purchased and consumed on behalf of the Participant, the amount paid for the purchase and such other records and data as the Participant deems necessary or appropriate. If requested by the Manger, the Participant shall promptly provide the Manager with a copy of any statements received by the Participant concerning consumption of electricity by the Participant.

SECTION 7. RESTRICTION. It is understood and agreed, and CCAOSC, the Participant, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and the Participant are not engaged and will not engage in (i) the business of supplying electricity for lighting, power or heating purposes to consumers within the State of Ohio or to electricity companies within the State of Ohio, or (ii) the business of transporting Electricity through wires either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or the Participant to be classified as a public utility under Title 49 of the Ohio Revised Code.

SECTION 8. TERM OF THIS AGREEMENT. It is the express intention of the Participant that this Agreement shall continue for the Program Term, but may be terminated as provided in Section 9.

SECTION 9. TERMINATION. In the event that any time during the term of this Agreement,

- (i) CCAOSC, the Program, the Manager, or any Participant shall become subject to or threatened to become subject to public utility regulation by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission, the U.S. Department of Energy or any other governmental regulatory entity, or
- (ii) CCAOSC, this Program, the Manager, or any Participant shall be deemed or threatened to be deemed to be a public utility for purposes of taxation or by the Public Utilities Commission of Ohio or any other governmental regulatory agency, or
- (iii) All of the Participant's electricity distribution agreements with the EDUs are terminated for any reason or amended by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission or any other governmental agency order in a manner unacceptable to the Participants or CCAOSC, the CCAOSC or Participant may terminate this Agreement.

SECTION 10. AMENDMENTS. This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by CCAOSC and the Manager and by the governing bodies of at least two-thirds (2/3) of the Participants. No such modification, amendment or supplement shall be effective as to the Participant without the approval of the Participant's governing body.

SECTION 11. MISCELLANEOUS.

(A) **Anti-Discrimination Provision:** The Participant warrants and agrees to the following:

(1) That in the hiring of employees for the performance of work under the contract or any subcontract, the Participant shall not, by reason of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified to perform the work in which the contract relates; and

(2) That neither the Participant nor any of its subcontractors or any person acting on behalf of the Participant shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, sexual orientation, marital status, age, disability, national origin, or ancestry.

(3) Participant warrants that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in section 122.71 of the Ohio Revised Code. Annually, Participant shall file a description of the affirmative action program and a progress report on its implementation with the Ohio civil rights

commission and the minority business development office established under section 122.92 of the Ohio Revised Code.

(B) **Unresolved Findings for Recovery.** Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to a party against whom the Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By signing this Agreement, the Manager warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under O.R.C. §9.24.

(C) **Compliance with Laws.** The Manager agrees to comply with all applicable local, state, and federal laws in the performance of the work specified in this Agreement. The Manager will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to unemployment compensation insurance premiums, Workers’ Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the work specified in this Agreement.

(D) **Workers’ Compensation.** The Manager shall be required to carry Workers’ Compensation Liability Insurance as required by Ohio law for any work to be performed within the state of Ohio, as applicable by law.

(E) **Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.** Ohio Revised Code Section 2909.21 requires that any contract that will result in a party receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. Prior to entering into this Contract, the Manager shall complete the DMA Form in the form attached as Exhibit ____.

(F) **Audit of Records.** The Participant may, at its discretion, conduct a full audit of all transactions involving this Agreement subsequent to its conclusion or upon termination of this Agreement. At any time during normal business hours and as often as the Participant may deem necessary, the Manager shall make available to the Participant, for examination, all of its records with respect to all matters covered by this Agreement. The Participant may audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

(G) **Other.** This Agreement shall be construed under the laws of the State of Ohio. Any litigation between the Parties in connection with this Agreement shall be filed and pursued in the Common Pleas Court of Franklin County, Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 12. COUNTERPARTS. This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each Participant executing this Agreement shall deliver to CCAOSC a certified copy of the resolution of its governing body authorizing execution of this Agreement.

SECTION 13. NOTICES. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that party listed on Appendix A or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

SECTION 14. ASSIGNMENT. The Participant acknowledges and agrees that CCAOSC shall have the right to assign all of its and/or the Manager's rights to payments and monies received or to be received from such Participant hereunder and any other rights, remedies and/or obligations hereunder to a third party including, without limitation, one or more Trustees and paying agents as may be necessary or desirable to effectuate the Program, and Participant hereby consents thereto.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, the Participant, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: _____

209 East State Street
Columbus, Ohio 43215

CCAOSC ENERGY SOLUTIONS

By: _____

241 N. Superior, Toledo, OH 43604

COUNTY OF Auglaize

Date of Adoption
of Approving Board Resolution

By: John N. Bergman
John N. Bergman

10-1-2013

Address: 200 S. Blackhawk St., Room 201, Wapakoneta, OH 45895

Telecopy Number: 419-739-6710

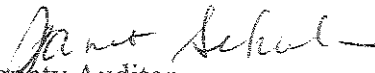
Approved as to form:

~~(Asst) Prosecuting Attorney~~

Edna J. Pincus

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Madison, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 2012 under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant 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.


County Auditor
County of Madison, Ohio

Dated: October 1, 2013

EXHIBIT A

*Power of Attorney and Agreement
CCAOSC Electricity Purchasing Program Only*

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 241 N. Superior Toledo, Ohio 43604, as Attorney in fact to act in the Participant's capacity to do every act that the Participant may legally do through an Attorney in fact, so it may join a CCAOSCES electricity purchasing program designed to purchase electricity to the following described. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

Company Representative:		
Company Name:		
Address:		
City:	State:	Zip:

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSCES electricity purchasing program and in the name of the Participant execute all relevant documents such as letters of authorization and documents with the electric distribution utility (EDU) necessary to implement the Program provided such contracts do not exceed three years in duration.

The said Attorney in fact is also empowered and authorized to directly receive any and all bills from the Participant's EDU. Participant authorizes CCAOSCES to insert and remove its account(s) from various supplier aggregation pools at CCAOSCES discretion. Participant hereby authorizes CCAOSCES to execute EDU agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant's electric requirements may be grouped together with other entities who are involved in the CCAOSCES program. CCAOSCES shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES Participants.

The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant. The Participant will give CCAOSCES, and its contracted service provider(s) access to any and all

records (as reasonably requested). The Participant will immediately notify the CCAOSCES and its contracted service provider(s) of any changes in circumstance that could materially effect this usage data, including but not limited to, weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source.

Participant

Signature, Title

Date

Participant

Signature, Title

Date

Participant

Signature, Title

Date

IN THE MATTER OF APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING (ELECTRIC) BETWEEN CCAO SERVICE CORPORATION AND THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS; AUTHORIZING THE VICE PRESIDENT OF THE BOARD TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer the adoption of the following:

RESOLUTION

WHEREAS, it is desirable to have a Memorandum of Understanding between CCAO Service Corporation ("CCAOSC") an Ohio for-profit corporation and subsidiary of the County Commissioners' Association of Ohio and the Board of Auglaize County Commissioners for the purposes of opt-out aggregation for the Community; and,

WHEREAS, a Memorandum of Understanding has been received and presented to the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Memorandum of Understanding (Electric) between Board of Auglaize County Commissioners and CCAO Service Corporation ("CCAOSC"); and,

BE IT FURTHER RESOLVED that the Board does authorize the Vice President of the Board, John N. Bergman, to executed said Memorandum of Understanding as presented to the Board of County Commissioners; and,

BE IT FURTHER RESOLVED that said Memorandum of Understanding be hereto attached and thus be made 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
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

✓ cc: CCAO – Tom Strup
✓ Palmer Energy – Amy Hoffman

MEMORANDUM OF UNDERSTANDING (Electric)

Between

Auglaize County and CCAO Service Corporation

This Memorandum of Understanding ("MOU") is entered into as of the 1st day of October, 2013 between Auglaize County (County), Township, Village, Political Subdivision or other Ohio Instrumentality) (the "Community"), an Ohio Instrumentality, located at 209 S. Blackhawk St., Room 201 Wapakoneta Ohio 45875 and CCAO Service Corporation ("CCAOSC") an Ohio for-profit corporation and subsidiary of the County Commissioners' Association of Ohio, located at 209 East State Street, Columbus, Ohio, 43215 (each a "Party" and collectively hereinafter referred to as "Parties").

- A. The Community is a member or affiliated with a member of the County Commissioners Association of Ohio ("CCAO") and the County is willing to act as governmental aggregator for the purposes of opt-out aggregation for the Community.
- B. The Community intends to place or has placed governmental opt-out aggregation on the ballot for consideration by the voters in their Community.
- C. If approved by the voters, the Community plans to utilize the CCAOSC in securing favorable energy pricing for itself or individuals, businesses and any other electric or natural gas consumers that participate in the governmental aggregation.
- D. To assist us in this process the CCAOSC has contracted with a subsidiary of Palmer Energy Company, Inc. to obtain information, provide a plan of governance draft and provide other assistance to the Community in this process.
- E. In preparation for this effort, this MOU authorizes CCAOSC and Palmer Energy to include the Community as part of its request for proposal (RFP) process with various potential suppliers, estimate the savings by average household and as a Community and present the results of these efforts to the Community and County.
- F. The Community authorizes the electric distribution utility to provide general information regarding the number of eligible households and non-mercantile businesses, monthly consumption and demand, load profile distribution among these potential participants, rate information, capacity information and such other information as they consider necessary to obtain competitive pricing from various potential third party suppliers to the Community's aggregation.
- G. The MOU does not provide any Party the authority to execute any supply contracts, PUCO governmental aggregation documents or other documents necessary to obtain account number, name or address of the Community's potential governmental aggregation participants.
- H. Any notices or inquiries regarding this MOU:

Community:

Board of Auglaize County Commissioners

Attn: CCAO Affinity Program

200 S. Blackhawk St, Room 201

Wapakoneta, Ohio 45895

Fax: 419-739-6711

Phone: 419-739-6710

E-Mail: Commissioners@auglaizecounty.org

CCAOSC:

CCAO Service Corporation

Attn: Affinity Program

209 East State Street

Columbus, OH 43215-4309

Fax: 614-221-6387

Phone: 614-221-5627

E-mail: tstrup@ccao.org

IN WITNESS WHEREOF, the Parties have duly executed this MOU to be effective on the date first written above.

COMMUNITY:

CCAO SERVICE CORPORATION

Signed: John N Bergman Signed: _____

Name: JOHN N BERGMAN Name: _____

Title: VICE PRESIDENT Title: _____

IN THE MATTER OF APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING (NATURAL GAS) BETWEEN CCAO SERVICE CORPORATION AND THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS; AUTHORIZING THE VICE PRESIDENT OF THE BOARD TO EXECUTE SAID MEMORANDUM OF UNDERSTANDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 1st day of October, 2013.

Commissioner Spencer the adoption of the following:

RESOLUTION

WHEREAS, it is desirable to have a Memorandum of Understanding between CCAO Service Corporation ("CCAOSC") an Ohio for-profit corporation and subsidiary of the County Commissioners' Association of Ohio and the Board of Auglaize County Commissioners for the purposes of opt-out aggregation for the Community; and,

WHEREAS, a Memorandum of Understanding has been received and presented to the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Memorandum of Understanding (Natural Gas) between Board of Auglaize County Commissioners and CCAO Service Corporation ("CCAOSC"); and,

BE IT FURTHER RESOLVED that the Board does authorize the Vice President of the Board, John N. Bergman, to executed said Memorandum of Understanding as presented to the Board of County Commissioners; and,

BE IT FURTHER RESOLVED that said Memorandum of Understanding be hereto attached and thus be made 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
1st day of
October, 2013

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Absent
Don Regula

John N. Bergman , yes
John N. Bergman

Douglas A. Spencer , yes
Douglas A. Spencer

✓ cc: CCAO – Tom Strup
✓ Palmer Energy – Amy Hoffman

MEMORANDUM OF UNDERSTANDING (Natural Gas)

Between

Auglaize County and CCAO Service Corporation

This Memorandum of Understanding ("MOU"), is entered into as of the 1st day of October, 2013 between Auglaize County (County), Township, Village, Political Subdivision or other Ohio Instrumentality) (the "Community"), an Ohio Instrumentality, located at 2025 Blackhawk St., Room 201 Wapakoneta Ohio 45395 and CCAO Service Corporation ("CCAOSC") an Ohio for-profit corporation and subsidiary of the County Commissioners' Association of Ohio, located at 209 East State Street, Columbus, Ohio, 43215 (each a "Party" and collectively hereinafter referred to as "Parties").

- A. The Community is a member or affiliated with a member of the County Commissioners Association of Ohio ("CCAO") and the County is willing to act as governmental aggregator for the purposes of opt-out aggregation for the Community.
- B. The Community intends to place or has placed governmental opt-out aggregation on the ballot for consideration by the voters in their Community.
- C. If approved by the voters, the Community plans to utilize the CCAOSC in securing favorable energy pricing for itself or individuals, businesses and any other electric or natural gas consumers that participate in the governmental aggregation.
- D. To assist us in this process the CCAOSC has contracted with a subsidiary of Palmer Energy Company, Inc. to obtain information, provide a plan of governance draft and provide other assistance to the Community in this process.
- E. In preparation for this effort, this MOU authorizes CCAOSC and Palmer Energy to include the Community as part of its request for proposal (RFP) process with various potential suppliers, estimate the savings by average household and as a Community and present the results of these efforts to the Community and County.
- F. The Community authorizes the electric distribution utility to provide general information regarding the number of eligible households and non-mercantile businesses, monthly consumption and demand, load profile distribution among these potential participants, rate information, capacity information and such other information as they consider necessary to obtain competitive pricing from various potential third party suppliers to the Community's aggregation.
- G. The MOU does not provide any Party the authority to execute any supply contracts, PUCO governmental aggregation documents or other documents necessary to obtain account number, name or address of the Community's potential governmental aggregation participants.

H. Any notices or inquiries regarding this MOU:

Community:

Board of Auglaize County Commissioners

Attn: CCAO Affinity Program

209 S. Blackhoof St., Room 201

Wapakoneta, Ohio 45885

Fax: 419-739-6711

Phone: 419-739-6710

E-Mail: Commissioners@auglaizecounty.org

CCAOSC:

CCAO Service Corporation

Attn: Affinity Program

209 East State Street

Columbus, OH 43215-4309

Fax: 614-221-6387

Phone: 614-221-5627

E-mail: tstrup@ccao.org

IN WITNESS WHEREOF, the Parties have duly executed this MOU to be effective on the date first written above.

COMMUNITY:

CCAO SERVICE CORPORATION

Signed: John N Bergman Signed: _____

Name: JOHN N BERGMAN Name: _____

Title: VICE PRESIDENT Title: _____

