

BERLIN TOWNSHIP TRUSTEES

6:00 p.m. Trustee Meeting November 22, 21

HELD AT: This meeting was held at 3271 Cheshire Road, Delaware, OH

CALL TO ORDER: Ron Bullard, Trustee Chairman

PLEDGE OF ALLEGIANCE: Ron Bullard led the Pledge of Allegiance

ROLL CALL: Ken O'Brien, Tom D'Amico, Ron Bullard, Claudia Smith, Fiscal Officer

ATTENDANCE: Meghan Raehll, Laurie Karr, Barry McDonald, Andy Quinn, Rick Karr, Mitchell Brant, Glenn First, Pete Vanfeayen, Tom & Tami Adams, Joe & Casey Mayhew, Charles Seelaudt, Wendy Butcher, Mike Williamson, John Eckstein, Dan Paykoff, Jeffrey Jordan and Leeann Winslow

RESOLUTION 21-11-14 MOTION TO APPROVE 11/8/2021 REGULAR MEETING MINUTES AND DISPENSE WITH THE READING

Motion: O'Brien
Second: Bullard
Vote: Bullard yes, D'Amico yes and O'Brien yes

RESOLUTION 21-11-15 MOTION TO APPROVE 11/18/21 SPECIAL MEETING MINUTES AND DISPENSE WITH THE READING

Motion: O'Brien
Second: Bullard
Vote: Bullard yes, D'Amico yes and O'Brien yes

Old Business-

Request for Engineering Assistance- Bullard stated that he has a meeting with Mark Raiff and Doug Riedel on January 12th, 2022.

JEDD- This will be discussed in executive session.

Trails & Recreation Committee- Bullard stated that he met with residents and discussed what people would like and are willing to pay for. There will be a follow up meeting to come.

Fiber at Fire Station- O'Brien stated that after his discussion with Fire Chief Miller, at this point the fiber will coming from the north and not go by the township hall. Miller plans on talking with Steve Lewis to see if there is anything that can be done to reroute it so that it does go by the hall and then that way the fire station and the township hall could tap into it. O'Brien will also reach out to Steve Lewis.

Principal Insurance Renewal- Fire Chief Miller gave the union the information on the insurance renewal and will get back to the trustee.

RESOLUTION 21-11-16 MOTION TO APPROVE THE PRINCIPAL INSURANCE RENEWAL, CONTINGENT UPON NO OBJECTION BY THE UNION, 30-DAYS AFTER THEIR RECEIPT OF THE PLAN, WHICH WILL BE DECEMBER 19TH, 2021.

Motion: O'Brien
Second: Bullard
Vote: D'Amico yes, O'Brien yes and Bullard yes

Fiscal Officer Items-

Records Commission Meeting- Smith stated that she will be going through old records to shred documents that have been in storage for the amount of time that was needed. She will look into having a company come on site, if that is possible.

*******6:15 PM TIME CERTAIN***EXECUTIVE SESSION*******

RESOLUTION MOTION TO RECESS TO EXECUTIVE SESSION PURSUANT TO

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21-11-17 ORC 121.22 (G)(8) TO CONSIDER CONFIDENTIAL INFORMATION RELATED TO THE MARKETING PLANS, SPECIFIC BUSINESS STRATEGY, PRODUCTION TECHNIQUES TRADE SECRETS, OR PERSONAL FINANCIAL STATEMENTS OF AN APPLICANT FOR ECONOMIC DEVELOPMENT ASSISTANCE-THREE TRUSTEES, FISCAL OFFICER, JOHN ALBERS, SEAN MCCARTER AND MEGHAN RAEHLL TO ATTEND- 6:15 P.M.

Motion: O'Brien
Second: Bullard
Vote: D'Amico yes, Bullard yes and O'Brien yes

**RESOLUTION MOTION TO RETURN TO REGULAR SESSION- 7:03 P.M.
21-11-18**

Motion: O'Brien
Second: Bullard
Vote: O'Brien yes, Bullard yes and D'Amico yes

Bullard "We met in executive session and no decisions were made and no actions were taken".

****7:00 PM TIME CERTAIN**BUCKEYE SWIM CLUB ZONING HEARING**BZC 12-003**

Bullard asked if it had been properly advertised, Smith said yes.

**RESOLUTION MOTION TO ACCEPT EXHIBITS 20-23 FOR BZC 12-003, BUCKEYE
21-11-19 SWIM CLUB WITH THE LATTER EXHIBITS TAKING PRECEDENCE
MOVER ANY EARLIER EXHIBITS**

Motion: O'Brien
Second: Bullard
Vote: O'Brien yes, Bullard yes and D'Amico yes

Laurie Karr from Buckeye Swim Club began with stating that after their two meetings with the BZC, they have redesigned the buildings to have a more rural look, added much more landscaping to the areas than was requested. They narrowed the NAICS codes down and divided building number two from a 40-foot square building to a 20-foot square building and dramatically reduced the size of the dome that is in it. Although, the two buildings together still combined are 40-feet. They have also changed the lighting, so that there will be no overhead lighting. It will all be down lighting for safety purposes.

Karr went on to explain that of the 65-plus central Ohio swim teams only 10% have a swimming pool which makes it a great hardship for those teams to find locations for swimming practices/meets. Their goal is to partner with the surrounding schools and to help alleviate some of these issues, along with allowing another place for young children to learn to swim.

O'Brien stated that two of the four issues have been addressed per regional planning but the other two have not. The first, being a traffic access study and second being to reduce the number of offices that are not directly related to the swim club. Karr stated that the NAICS codes have been gone through, although Karr was told by Delaware Regional Planning that it was premature to do a traffic study. O'Brien disagrees and feels that a traffic study needs to be done prior to moving on to the next step. O'Brien also stated that he would like to see where the water is coming from, Del-Co or the county sewer, and have it in writing who is going to provide it. O'Brien also had questions about the retention ponds. O'Brien asked Karr to get clarification on the specific square footage of the green space.

D'Amico asked if the pool would be open to the public, Karr stated at this time the goal is to have teachable swim programs for those learning to swim and also have swim time available for swim team practices and meets only.

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Bullard stated that he wants to be able to see specifically which NAICS codes are available and those that are not available so that they may go over them for clarification. Bullard also asked for definite hours of operation of all three buildings and to have it put in writing. Bullard recommended they have a multi-use path for safety. Bullard asked Karr how they have addressed the residents' concerns. Karr stated that they removed the bubble, they have lowered the height limit to 22-feet and will put in high berms with evergreen spruce trees along with a three-rail fence. Karr also explained that a turning radius was put in for the fire department only and will not be used by any other semi-trucks.

Bullard opened the conversation for public comments.

Tom & Tami Adams, Joe Mayhew, Mitchell Brant, Leeann Winslow and John Eckstein are residents that spoke against the project. Most do not have any issues with the pool itself but do have issues with the lack of privacy, traffic concerns, water drainage and possibly having people walking through their yards.

Charlie Seelaudt, Peter Vanfeayen, Barry McDonald, Glenn First and Jeff Jordan spoke in favor of Buckeye Swim Club. They feel it would benefit the Olentangy School District to have a competitive swim area for their swim teams to be able to practice and hold competitions as there is nothing like it in the school district. This would also allow younger children a place to learn to swim.

Bullard asked that four things be worked on before being brought back to the trustees. First, that a traffic study be conducted. Second, Bullard would like them to look over the NAICS codes and also see how the square footage can be lowered. Third, he wants an approval from Del-Co water that there is a water sewage access. Finally, he would like to see that there is walking access, north and south, to the property.

RESOLUTION 21-11-20 MOTION UPON THE APPLICANTS REQUEST, TO SUSPEND AND AND CONTINUE THE HEARING FOR BZC 21-003 TO DECEMBER 13, 2021 AT 6:30, TO BE HELD AT 3271 CHESHIRE ROAD

Motion: O'Brien
Second: Bullard
Vote: Bullard yes, D'Amico yes and O'Brien yes

Recess at 8:14 p.m. Returned at 8:19 p.m.

*******8:30 PM TIME CERTAIN***TEMPLE BOND*******

There was no one that showed up to the meeting for representation for the Temple. Mark Fowler explained that if payment has not been made by the deadline, December 31st, 2021, then they will be in breach of contract and the bank will then take over.

RESOLUTION 21-11-21 MOTION TO GIVE AUTHORITY TO TRUSTEE BULLARD TO EXECUTE ANY DOCUMENTS REGARDING THE CELL TOWER THAT IS LOCATED ON THE OLENTANGY SCHOOL PROPERTY IN CONJUNCTION WITH THE PROSECUTOR'S OFFICE

Motion: O'Brien
Second: D'Amico
Vote: Bullard yes, D'Amico yes and O'Brien yes

Cemetery- D'Amico stated that Pony Landscaping confirmed that they would not increase their prices if we signed with them by the end of the year.

RESOLUTION 21-11-22 MOTION TO EXTEND OUR CONTRACT WITH PONY LAWN CARE AND LANDSCAPING AND THEIR SERVICE PROPOSAL, WITH THE FEES REMAINING THE SAME IN 2022 AS THEY WERE IN 2021

Motion: Bullard
Second: O'Brien
Vote: D'Amico yes, O'Brien yes and Bullard yes

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RESOLUTION 21-11-23 MOTION TO APPROVE AND AUTHORIZE TRUSTEE BULLARD TO EXECUTE ANY DOCUMENTS FOR PONY LAWN CARE AND LANDSCAPING

Motion: O'Brien
Second: D'Amico
Vote: D'Amico yes, O'Brien yes and Bullard yes

Fire Department- Fire Chief Miller stated that they had sixteen applicants that tested for employment and all of them passed and will move on to the next step, which will be a written examination.

Fire Chief Miller stated that Captain Tim Carr has requested a three-month unpaid leave of absence due to personal issues. He understands that while on leave he will not earn sick leave, vacation or holiday pay. He also understands that he will need to pay the full premium of the employee's health insurance in order to maintain medical coverage during his leave. O'Brien recommends that the board approve his request.

RESOLUTION 21-11-24 MOTION UPON THE RECOMMENDATION OF FIRE CHIEF MILLER, TO GRANT CAPTAIN TIM CARR AN UNPAID LEAVE OF ABSENCE PER SECTION 4.05 OF THE BERLIN TOWNSHIP EMPLOYEE HANDBOOK, THE BOARD GRANTS THE LEAVE OF ABSENCE UP TO 3-MONTHS AND FOLLOWING THE RULES AND REGULATIONS OF AN UNPAID LEAVE OF ABSENCE, THE EMPLOYEE SHALL PAY THE PRO-RATED PORTION OF THE ENTIRE COST OF HEALTH CARE, DENTAL AND LIFE INSURANCE OF \$1,354.57/MONTH FOR THE EXTENT OF HIS UNPAID LEAVE OF ABSENCE, FURTHERMORE CHIEF MILLER IS AUTHORIZED TO REINSTATE CAPTAIN CARR EARLIER THAN 3-MONTHS UPON HIS TWO-WEEK NOTICE OF RETURN, FURTHER THIS DOES NOT SET PRECEDENCE OF PAST PRACTICE, EFFECTIVE NOVEMBER 23, 2021, AT 8:00 A.M.

Motion: O'Brien
Second: Bullard
Vote: O'Brien yes, Bullard yes and D'Amico yes

RESOLUTION 21-11-25 MOTION UPON THE RECOMMENDATION OF CHIEF MILLER TO NAME MICAH SWANSON AS AN ACTING OFFICER, AT THE RATE OF PAY AS STEP-1 CAPTAIN, FOR THE PERIOD OF TIME THAT HE IS FILLING IN FOR CAPTAIN CARR, AFTER THIS PERIOD OF TIME HE WILL RETURN TO HIS REGULAR PAY RATE

Motion: O'Brien
Second: Bullard
Vote: O'Brien yes, Bullard yes and D'Amico yes

Provident Emergency Accident & Health Policy- If there is no objection by the fire department, it will automatically renew. Miller will look into it.

Road Department- Bullard stated that the township is ready with salt for the winter season.

Cemetery- RESOLUTION 21-11-26 MOTION TO ACCEPT \$13,000 FROM THE OHIO DEPARTMENT OF COMMERCE FOR REPAIR AND RESET OF MONUMENTS AT FAIRVIEW CEMETERY

Motion: Bullard
Second: O'Brien
Vote: Bullard yes, D'Amico yes and O'Brien yes

Trustee Items- Nothing new.

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Zoning Department- At this point, we have 27 new home permits for the month of November.

Public Comment- There were no public comments.

Future Meetings-

- 12/06/21 Special Meeting**
- 12/13/21 Trustee Meeting**
- 12/27/21 End of the Year Meeting**
- 01/03/22 Organizational Meeting**

Late Items- O'Brien stated that the confirmed noticing the TIFF and Smith will put it on the agenda for the board's consideration.

JEDD-

**RESOLUTION
21-11-27**

**MOTION IN THE MATTER OF THE ECONOMIC INCENTIVES,
TO APPROVE THE JEDD ECONOMIC DEVELOPMENT
INCENTIVES AGREEMENT AS SENT BY SEAN MCCARTER AT
7:06 P.M ON NOVEMBER 22, 2021, FURTHER THE BOARD
AUTHORIZES TRUSTEE BULLARD TO EXECUTE ANY AND ALL
DOCUMENTS IN REGARD TO THE ECONOMIC DEVELOPMENT
INCENTIVES AGREEMENT AND DIRECT THE FISCAL OFFICER
TO DELIVER IT TO THE DELAWARE COUNTY COMMISSIONERS
OFFICE AND FINANCE AUTHORITY**

ECONOMIC DEVELOPMENT INCENTIVES AGREEMENT

This Economic Development Incentives Agreement (the "Agreement") is made and entered into and shall become effective on the date set forth herein by and between the Board of Trustees of Berlin Township, Delaware County, Ohio ("Berlin"), the Board of

Directors of the Delaware County Finance Authority (the "Authority"), and the Board of County Commissioners of Delaware County (the "County"), individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

WHEREAS, the Parties have been working cooperatively for implementation of the Berlin Business Park along the US36/SR37 corridor in Berlin Township, Delaware County, Ohio, between the municipal limits of the City of Delaware and the eastern Berlin Township limits, consisting of areas subject to Berlin's zoning authority and known as the Berlin Commercial Overlay district and the Berlin Industrial Overlay district including residential areas (collectively referred to herein as "BBP" and depicted on Exhibit A attached hereto and incorporated herein); and

WHEREAS, the BBP is a master-planned development consisting of nearly 1,800 acres to be repositioned for office, commercial/retail, industrial, and commercial residential uses; and

WHEREAS, multiple economic development incentives and financing mechanisms as described in Sections 1.1 through 1.5 of this Agreement (the "Incentives") are anticipated to be utilized as development occurs throughout the BBP, with varying entities having the authority to create and enact such Incentives; and

WHEREAS, the Parties, in order to facilitate economic development and create and preserve jobs and employment opportunities, resulting in the improved economic welfare of the people of Berlin Township, Delaware County, and the State of Ohio, now desire to enter into a binding Agreement to identify the Incentives and providing for implementation thereof so as to complement one another; and

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WHEREAS, the Parties are duly authorized to enter into this Agreement pursuant to Ohio Law, including Ohio Revised Code Section 9.482.

NOW, THEREFORE, the Parties hereto intending to be legally bound, and for adequate consideration, the receipt of which is acknowledged by each Party, hereby agree to the foregoing and as follows:

1 . TYPES OF INCENTIVES AND AUTHORIZING ENTITY.

1.1. Tax Increment Financing ("TIF")

On June 28, 2021, the County adopted Resolution No. 21-584 and Resolution No. 21-586, enacting 75% for 20 years (20/75) TIF on certain parcels included within the boundary of the BBP (Resolution No. 21-584 and Resolution No. 21-586 are attached and incorporated herein by reference). Use of the TIF funds shall be as specified in Resolution No. 21584 and Resolution No. 21-586. The County or Berlin may, but shall not be obligated to, enact TIF for the remaining parcels within the boundary of the BBP.

1 .2. Community Reinvestment Area ("CRA")

A 50% for up to 15 years (15/50) CRA will be made available for all uses within the BBP, with the exception of single-family buildings, or multi-family buildings, which are not part of a mixed-use building containing dedicated commercial uses (which uses are explicitly designated herein as ineligible for CRA). The County shall serve as the legislative authority of the CRA As of the date of the adoption of this Agreement, a CRA Area is in existence and in full force that includes all parcels within the BBP. All eligible requests for a CRA agreement shall be considered and granted by the County without further approval of the other Parties, if utilizing the 15/50 structure. CRA incentives at a rate higher than 50% may be granted by the County on a case-by-case basis, but shall only be granted after consultation and agreement with Berlin.

.3. Joint Economic Development District ("JEDD")

Upon unanimous consent of the Board of Trustees of Berlin Township, one or more JEDDs shall be created and applied to all parcels located within the BBP. The JEDD(s) shall be created by Berlin, in partnership with the Authority, generally as specified in this Section 1.3. The JEDD(s) shall be created pursuant to ORC 5715.72 and utilized to further facilitate economic development and create or preserve jobs and employment opportunities, resulting in the improved economic welfare of the people of the Township, County, and State of Ohio. A JEDD Board Account shall be created through the JEDD creation documents to help fund improvements to the BBP area that benefit the BBP area.

The Authority shall determine the contracting partners of the JEDD(s), (provided that such contracting partners shall include the Village of Shawnee Hills and either Concord or Liberty Township), and also provide assistance in the creation of the JEDD(s) (generally related to process), as well as, provide long term administration services to the JEDD(s). However, in the event that the Authority is unable or unwilling to accomplish or perform the above, Berlin shall be permitted, without interference or participation by the Authority, to initiate and perform the

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same without limitation, and, in such event, the Authority shall not be entitled to any share of the net revenue. The assistance and administrative services which the Authority shall provide are as follows:

1.3.1. Lead the creation process, including property owner outreach, negotiations, and consultation.

1.3.2. Provide funding in the form of direct payment to the applicable vendor or source of expense for eligible costs associated with the creation of the JEDD (the "Creation Costs").

1.3.3. Provide drafts of needed creation and operation documents for the review, approval and execution by the Parties, including resolutions, ordinances, contracts, notices for publication, development plans, legal descriptions (if needed), mapping, JEDD Board documents (By-laws, budget, etc.).

1.3.4. Coordinate meetings, hearing schedules, securing of signatures as needed, and publication notice.

1.3.5. Provide oversight and consultation to the JEDD Board (once members are appointed and said JEDD Board is created).

1.3.6. Provide economic development services to the JEDD, including developer coordination, business attraction, business retention and expansion, marketing and advertisement, and liaison with One Columbus and JobsOhio.

1.3.7. Provide short and long-term administration of the JEDD, including long range planning, coordination with other incentives, clerical services, and legislation preparation.

Distribution of revenue as set forth in the Contract shall be as follows, unless otherwise agreed to by the Township and the Authority:

1.3.8. From the Gross Revenues:

1.3.8.1. 3% to the Village for collection of the income tax by RITA

1.3.8.2. 5% to the JEDD Board for administrative and operational costs, not to exceed \$100,000.00 per year, without the approval of Berlin; and

1.3.8.3. 10% to the Board Improvement Account (BIA), which may be increased by up to 5% with the consent of the Authority and Berlin.

1.3.8.4. Reimbursement of costs to establish and defend the JEDD to the Parties, pro-rata, until paid in full (hereafter "Creation Costs"). Creation Costs shall include payment to the Authority for creation of the BBP, including costs associated with zoning, not to exceed an aggregate payment to the Authority of \$250,000.00.

1.3.9. From the Net Revenues:

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1.3.9.1. 20% to the Authority, not to exceed \$2 million dollars per year, remainder to Berlin;

1.3.9.2. 1.5% to Concord Township (or Liberty Township);

1.3.9.3. 3.5% to Shawnee Hills; and

1.3.9.4. Remainder (at least 75%) to Berlin.

1.4. Authority Incentives

Incentives such as the Sales Tax Exemption Program (STEP), Property Assessed Clean Energy (PACE), and Bond Financing (BF) at base rate of the applicable U.S. Treasury Bond yield for the same period of time, plus no more than thirty-five hundredths' percent (.35%), shall be made available to all parcels within the BBP. The implementation of any other incentive program besides a JEDD, or T IF, that places an assessment or any type of fee upon property owners or individuals or business operating upon the property may only be made upon that property if the property owner consents. Further, any funds generated by any additional programs beyond a TIF or a JEDD in the BBP, shall either be expended wholly within the BBP or in within the BBP in proportion to the sums generated from within the boundaries of the BBP. The Authority shall govern and administer its Incentives at its sole discretion and in compliance with Section 2 below. Revenues derived from the Incentives offered by the Authority shall be retained exclusively by the Authority and shall be used for its purposes as it so determines. The JED District shall not be authorized to issue debt without the consent of the parties hereto.

1.5. Public Infrastructure Improvements

The County has, through the County Engineer and County Sanitary Engineer, established procedures and plans for identifying public infrastructure improvements that are necessary for the County to construct in order to further public health, safety, convenience, and welfare ("County Public Infrastructure Improvements"). County Public Infrastructure Improvements are approved and are to be constructed in accordance with applicable provisions of the Ohio Revised Code, including, without limitation, Chapters 5553, 5555, and 6117, and any public infrastructure improvements the County approves and constructs in accordance therewith shall be considered County Public Infrastructure Improvements. The County may also require a developer or landowner to construct certain public infrastructure improvements that are directly related to, necessitated by, and specifically benefit a development project ("Developer Public Infrastructure Improvements") in proportion to needs of the BBP, and any portion in excess of this needs shall not be the responsibility of a BBP developer. In the event the County constructs or pays or reimburses a developer or landowner the cost to construct Developer Public Infrastructure Improvements, such actions shall be considered Incentives for purposes of this Agreement. Notwithstanding the foregoing sentence, the County may determine, in its sole discretion and authority, that all or any portion of a Developer Public Infrastructure

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Improvement furthers the general public health, safety, convenience, and welfare and that County construction thereof, or contribution toward the cost thereof, constitutes a County Public Infrastructure Improvement, whereupon any County construction, or payment or reimbursement of the cost of construction, shall not be considered Incentives for purposes of this Agreement. The County's determination, as contemplated herein, may include, without limitation, the deferment of any Developer Public Infrastructure Improvements, requiring developer contributions to County Public Infrastructure Improvements in lieu of construction of Developer Public Infrastructure Improvements but only in proportion to the needs of or benefit to the BBP, or the issuance of credits for any charges levied in accordance with Chapter 61 17 of the Revised Code. Notwithstanding any other provision of this Agreement, the County may, in its sole discretion and free from operation of this Agreement, cooperate with or provide financial assistance to other governmental entities, including, without limitation, the Ohio Department of Transportation and the Delaware County Transportation Improvement District, for the purpose of constructing, acquiring, maintaining, and repairing public infrastructure improvements.

1.6 Other Incentives

The Parties shall be permitted to utilize other economic development incentives not specifically referenced in Sections 1 .1 through 1 .5 of this Agreement without regard to this Agreement; provided, however, the Parties mutually agree to exercise good faith efforts to ensure that any economic development incentives not subject to this Agreement that are utilized within the BBP meet the goals of facilitating economic development within the BBP and complementing the Incentives that are subject to this Agreement.

2. ELIGIBILITY FOR INCENTIVES. Beginning with the first development project after the Effective Date of this Agreement, and applicable to all subsequent development projects throughout the BBP, eligibility for the Incentives shall be complementary to one another. Specifically, a development project shall not be eligible for a CRA or Authority Incentive, or County construction, payment, or reimbursement of a Developer Public Infrastructure Improvement, unless the parcel containing the development project is included in and participates in the JEDD. The inclusion of the parcel into the JEDD shall be at the sole discretion of the parcel owner or his/her agent. To accomplish this, the Parties shall meet to review an Incentives request submitted for a development project and determine what Incentives the project is eligible for, Similarly, although service payments in lieu of taxation generated from a TIF may be used at the sole discretion of the County or Berlin for the public improvements identified in the resolution establishing the T IF, they shall not be used to reimburse a landowner or developer of a project unless the parcel involved is included within the JEDD area. Notwithstanding the foregoing sentence, the reimbursement authorized in County Resolution No. 21-584, which pertains solely to three parcels already annexed to Sunbury, shall be permitted without obligation for the parcels subject thereto to be included within the JEDD area.

Notwithstanding the previous paragraph, a development project may be eligible for Incentives without inclusion in a JEDD, but only upon written agreement of

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all the Parties hereto. The Parties mutually acknowledge and agree that Berlin may, to the extent permitted by applicable law, condition eligibility for Incentives without JEDD inclusion on the property owner entering into an agreement with Berlin to compensate Berlin for lost JEDD revenue.

3. TERM. This Agreement shall continue in full force and effect until December 31, 2071 ,
4. GOVERNING LAW: VENUE. This Agreement shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio. The venue for any and all disputes arising under this Agreement shall be in a court within Delaware County with competent jurisdiction, and the Parties submit to the personal jurisdiction of such courts.
5. SEVERABILITY. If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.
6. WAIVER. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.
7. ENTIRE AGREEMENT: AMENDMENT. This Agreement contains the entire agreement of the Parties, and may not be modified orally, but only by agreement in writing signed by all Parties.
8. AGREEMENT LANGUAGE. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement represents a negotiated Agreement in which the Parties all participated in its drafting, and as such, is not to be construed against or for any individual Party.
9. ASSIGNMENT. Any Party shall have the right to assign this Agreement only with the prior written consent of the other Parties.
10. FURTHER ASSURANCES. The Parties agree without expense to the other Parties (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the Party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.
11. RIGHTS OF THIRD PARTIES. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties to it and their respective successors and permitted assigns, Nor is anything in this Agreement intended to release or discharge the obligation or liability of any third persons to any Party to this Agreement.
12. COUNTERPARTS' ELECTRONIC TRANSACTION. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of

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which shall constitute the same Agreement. The Parties mutually agree that this transaction may be executed through electronic means, and any scanned, facsimile, or other electronic signature shall be considered as valid as an original signature.

- 1 3. NOTICES. Any notices required hereunder shall be in writing, shall be transmitted by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed given when so deposited in the United States Postal Service, addressed to the Parties as follows:

As to Berlin:

Berlin Township Trustees
3271 Cheshire Road
Delaware, Oh 43015

As to the Authority:

Delaware County Finance Authority
Attn: Chair Board of Directors
101 North Sandusky Street
Delaware, Ohio 43015

As to the County:

Board of Commissioners, Delaware
County 91 N, Sandusky St.
Delaware, Ohio 43015

Or at such other address of which any Party may hereinafter provide written notice to the others.

- 14. DAMAGES DUE TO DELAY. All Parties understand and agree that governmental permits and approvals from entities or agencies may not be received within anticipated time frames, or other factors may cause delay. In such event, regardless of the reason for the delay, the Parties shall not be held liable for any actual, consequential, or other damages which any other Party may experience as a result of the delay.
- 15. EFFECTIVE DATE. This Agreement shall become effective upon the date executed by the last Party to sign the Agreement.

WITNESS THEIR HANDS as of the date set forth above.

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By: Ronald Bullard Ben 22, 2021

Ronald Bullard for the Bo for the Board of Trustees

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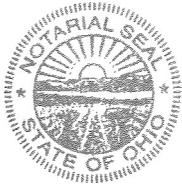
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Signed and acknowledged
in the presence of:

STATE OF OHIO
COUNTY OF DELAWARE } ss:

On this 22nd day of 2021, before me, a Notary Public in and for said County, personally appeared , an authorized representative of the Board of Trustees of Berlin Township who executed this Agreement and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.



Thomas A. D'Amico
Notary Public, State
My Commission Expires

A C/Amico
StzEe of Ohio
// - 2 20 Z

[Handwritten Signature]
NOTARY PUBLIC

Board of County Commissioners of Delaware

County

By: _____

Dated:

for the Board of Commissioners

Signed and acknowledged
in the presence of:

STATE OF OHIO
COUNTY OF DELAWARE } ss:

On _____ thisday of202 before me, a Notary Public in and for said County, personally appeared an authorized representative for the Board of County Commissioners of Delaware County who executed this Agreement and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

NOTARY PUBLIC

Board of Directors of Delaware County Finance Authority

By: _____

Dated:

_____ for the Board of Directors

BERLIN TOWNSHIP TRUSTEES

6:00 p.m.

Trustee Meeting

November 22,

21

Signed and acknowledged
in the presence of:

STATE OF OHIO
COUNTY OF DELAWARE } ss:

_____ On _____ this ____ day of 2021 before
me, a Notary

Public in and for said County, personally appeared an authorized representative of the Board of Directors of the Delaware County Finance Authority who executed this Agreement and acknowledged the signing thereof to be their voluntary act and deed.

_____ Witness my official signature and seal on the day last above mentioned.

NOTARY PUBLIC

Berlin Township Fiscal Officer's Certification: It is hereby certified that the amount required to meet the obligation described herein, if any, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrance. This order is not valid unless signed below.

Claudia Smith

Fiscal Officer
Berlin Township

11/29/21

Date

Board of County Commissioners of Delaware County Auditor Certification: It is hereby certified that the amount required to meet the obligation described herein, if any, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrance. This order is not valid unless signed below.

County Auditor
Board of County Commissioners of
Delaware County

Date

Delaware County Finance Authority Fiscal Officer's Certification: It is hereby certified that the amount required to meet the obligation described herein, if any, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrance. This order is not valid unless signed below.

Fiscal Officer

Date

BERLIN TOWNSHIP TRUSTEES

6:00 p.m.

Trustee Meeting

November 22,

21

Delaware County Finance Authority

I, Claudia Smith, Fiscal Officer of Berlin Township, Delaware County, Ohio do hereby certify
This to be a true and accurate copy of the Record of Proceedings of Berlin Township, Delaware
County, Ohio

Date: November 22, 2021



Claudia Smith, Fiscal Officer

Motion: O'Brien
Second: Bullard
Vote: Bullard yes, D'Amico yes and O'Brien yes

RESOLUTION MOTION TO ADJOURN
21-11-28

Motion: O'Brien
Second: Bullard
Vote: Bullard yes, D'Amico yes and O'Brien yes

Meeting adjourned by Chairman Bullard at 10:55 p.m.

Ron Bullard, Trustee

ATTEST:

Ken O'Brien, Trustee

Theresa Taylor, Assistant Fiscal Officer

Tom D'Amico, Trustee