

**DRAFT NO. 8
05/29/2008**

**VIOLET TOWNSHIP-BLOOM TOWNSHIP-VILLAGE OF
CANAL WINCHESTER-CITY OF LANCASTER-
CITY OF PICKERINGTON
JOINT ECONOMIC DEVELOPMENT
DISTRICT CONTRACT**

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- Exhibit A: Map of Area - **Exhibit A is not available at this time. It will exist only when a business/landowner petitions to become part of the JEDD.**
- Exhibit B: Bylaws – to be written by the JEDD Board once it is formed
- Supplemental 1 – Proposed expansion area

**VIOLET TOWNSHIP-BLOOM TOWNSHIP-
VILLAGE OF CANAL WINCHESTER-
CITY OF LANCASTER-CITY OF PICKERINGTON
JOINT ECONOMIC DEVELOPMENT
DISTRICT CONTRACT**

This Violet Township-Bloom Township-Village of Canal Winchester-City of Lancaster-City of Pickerington Joint Economic Development District Contract (the "Contract") is made and entered into as of _____, 2008, by and between the Township of Violet ("Violet"), the Township of Bloom ("Bloom")-(Violet and Bloom are collectively referred to herein as the "Townships"), the Village of Canal Winchester ("Canal Winchester"), the City of Lancaster ("Lancaster") and the City of Pickerington ("Pickerington") (Canal Winchester, Lancaster and Pickerington are collectively referred to herein as the "Cities") in accordance with the terms and provisions set forth herein.

The parties agree that one or more of the communities named above may choose not to join the JEDD. The parties agree that, if that should occur, the name of that particular JEDD partner shall be removed from the entirety of this Contract. For example, in Recitals Section A, which follows, if one or more of Violet Township, Bloom Township, Village of Canal Winchester, City of Lancaster and/or the City of Pickerington do not choose to join, the name of that community will be stricken and the JEDD will go forward as to the remaining communities and JEDD partners. That same striking will occur in each page of the Contract on which the name of the entity choosing not to be

part of the JEDD appears. This change is considered clerical and will not require any further hearing or any other action of the parties. Further, should one of the Townships choose not to join the JEDD, Exhibits "A", "B" and "C" shall be amended to reflect the area of the Township or Townships that actually are a portion of the JEDD. Further, if any of the JEDD partners choose not to become a part of the JEDD, then a final, signable copy of the Contract will be provided and signed by each of the remaining JEDD partners which does not contain the name of any party choosing not to join the JEDD. Further, any percentage of costs or income tax allocation set forth in this contract in the name of a JEDD partner who chooses not to join the JEDD will be eliminated and the percentage shall be equally split among the remaining parties. For example, if one JEDD partner chooses not to join, then for example, on Page 11, the 20 Percent assigned to that partner would be split equally among the other four (4) partners, with the result that the percentage behind each of the remaining parties would be 25 Percent, not 20 Percent. Likewise, at Page 29(D), Financial Contributions, should one of the JEDD partners decide not to join the JEDD Contract, then the percentages assigned to the remaining four (4) partners would be 25 Percent. In addition, at Section 10, Income Tax, the 85 Percent of the distributable revenues would then be split equally among the remaining JEDD partners. In our continuing example, if one (1) JEDD partner chooses not to join, then the 85 Percent would be split in equal shares among the remaining four (4) parties.

RECITALS

A. Violet, Bloom, Canal Winchester, Lancaster and Pickerington intend to enter into this Contract to create and provide for the operation of the Northwest Fairfield County 33 Corridor Joint Economic Development District (the "JEDD") in accordance with Ohio Revised Code ("R.C.") Sections 715.72 through 715.83 of the Revised Code for their mutual benefit and for the benefit of their residents and the State of Ohio (the "State").

B. The legislative authorities of Violet, Bloom, Canal Winchester, Lancaster and Pickerington have each authorized and directed Violet, Bloom, Canal Winchester, Lancaster and Pickerington respectively, to make and enter into this Contract by and through their respective officers in accordance with Resolution No. _____, adopted by the Board of Township Trustees of Violet on _____, 2007, Resolution No. _____, adopted by the Board of Township Trustees of Bloom on _____, 2007, Ordinance No. _____-2007, enacted by the Village Council of Canal Winchester on _____, 2007, Ordinance No. _____, enacted by the City Council of Lancaster on _____, 2007, and Ordinance No. _____, enacted by the City Council of Pickerington on _____, 2007 .

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, Violet, Bloom, Canal Winchester, Lancaster and Pickerington agree and bind themselves, their agents, employees and successors as follows:

Section 1. Creation of JEDD; Name. Violet, Bloom, Canal Winchester, Lancaster and Pickerington, by their combined action evidenced by the signing of this Contract, hereby create the JEDD in accordance with the terms and provisions of this Contract. The JEDD shall be known as the "Northwest Fairfield County 33 Corridor Joint Economic Development District." The JEDD Board of Directors (the "Board") may change the name of the JEDD by resolution of the Board.

Section 2. Contracting Parties. The "Contracting Parties" to this Contract are Violet and Bloom, Fairfield County, Ohio, Townships existing and operating under the laws of the State; Canal Winchester, Fairfield and Franklin Counties, Ohio, a municipal corporation existing and operating under the laws of the State, including the Charter of Canal Winchester; Lancaster, Fairfield County, Ohio, a municipal corporation duly existing and operating under the laws of the State of Ohio; and Pickerington, Fairfield and Franklin Counties, Ohio, a municipal corporation duly existing and operating under the laws of the State of Ohio and its charter; and their respective successors, in all or in part.

Section 3. Purpose. Violet, Bloom, Canal Winchester, Lancaster and Pickerington intend that the creation and operation of the JEDD shall, and it is the

primary purpose of the JEDD to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people of the State of Ohio, Fairfield County, the Townships and the Cities.

Section 4. Territory of the JEDD. The territorial boundaries of the JEDD (the “JEDD Territory”) and several potential areas that could be added to the JEDD after the execution of this Contract (each an “Expansion Area” and collectively, the “Expansion Areas”) are described in the maps marked as Exhibit A and B respectively, attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. As each Expansion Area is added to the JEDD Territory, the definition of JEDD Territory shall be and is hereby revised to include such Expansion Area. The JEDD Territory and the Expansion Areas are located entirely within the County of Fairfield, and do not include any “parcel of land” (as defined in R.C. Section 715.73[C]) that is owned in fee by or is leased to a municipal corporation or a township, except land owned by a Contracting Party. Furthermore, no electors reside within the JEDD and no part of the JEDD Territory is zoned for residential use, and shall not be a part of the JEDD Territory.

Section 5. Addition and Removal of Areas from JEDD. The Contracting Parties may amend this Contract from time to time to add to the JEDD one or more Expansion Areas, in accordance with R.C. Section 715.761. The Contract may be so amended by amending Exhibit A or by adding one or more exhibits to the

Contract. Violet, Bloom, Canal Winchester, Lancaster and Pickerington, individually and collectively, fully intend that Expansion Areas be added to the JEDD Territory (or that other joint economic development districts be created for such areas). Each of the Contracting Parties agrees to negotiate in good faith to amend this Contract to add Expansion Areas to the JEDD Territory (or to create other joint economic development districts for such Expansion Areas in the future.

In general, it is the objective of the Contracting Parties that the JEDD will include (1) all undeveloped land, specifically including agricultural land, but not agricultural land used for residential purposes; (-2) land that is zoned Commercial or Industrial but that is vacant or not in current use and (3) land that is zoned Commercial or Industrial and is in current use and the property owners and the owners of businesses located on such land have signed a petition to be included in the JEDD, all within the potential boundaries of the JEDD Territory. Such boundaries are generally described as follows:

[Insert description as agreed by the parties.]

It is further intended by the Contracting Parties that land within the above described general area that is zoned Commercial or Industrial and that is not included in the JEDD upon its initial creation shall become part of the JEDD through amendments to this Contract in accordance with R.C. Section 715.761.

All areas are depicted on the maps, marked Exhibits A (initial Jedd) and B (expansion areas) respectively, attached hereto and incorporated herein by reference.

The Contracting Parties may also amend this Contract from time to time to remove an area from the JEDD in accordance with the procedure set forth in Section 15 of this Contract.

Exhibits C-1, C-2 and C-3 are maps depicting the JEDD and JEDD expansion areas and the expected sewer, water and storm sewer providers for those JEDD areas respectively.

Property may be added to the District upon (a) the filing of (i) a petition pursuant to R.C. 715.76(C)(6) and R.C. 715.76(F), signed by a majority of the owners of that property (and signed by a majority of the owners of businesses, if any) with the Board. (Regarding landowner and business owner petitions, the word "majority" is intended to allow property to be added to the JEDD, if a majority of business owners and property owners sign the JEDD petition and the minority consists of those who take no position one way or the other on the JEDD, i.e., they do not sign the petition, but they do not formally and legally object. However, it is the intention of the JEDD parties and JEDD Board that no one will be forced to join the JEDD, and that any landowner or business owner who objects to joining the JEDD by formal written, legal objection, will not be forced or required to join the JEDD.) and (ii) a resolution approving the addition of the area is approved by a majority of the members of the applicable Board of Township Trustees; (b) appropriate zoning is in place. The petition to add property to the District shall comply with and be considered in accordance with R.C. 715.761, except that no

landowner or business owner who has filed a formal written legal objection to including their property or business, respectively, within the JEDD, shall be required to join the JEDD. Upon agreement by all of the JEDD Parties and the Board, this Contract, including Exhibit A hereto, shall be amended to add such property to the territory of the District pursuant to the petition requirements as provided hereinabove.

Section 6. Term. The initial term of this Contract shall commence on the effective date of this Contract and shall terminate on December 31, 2040, unless otherwise terminated prior to that date as provided herein. The effective date of this Contract shall be the thirty-first day after its approval by all Contracting Parties, in accordance with R.C. Section 715.77(A)(4).

A. The term of this Contract shall be automatically extended for two (2) successive 30-year periods, unless all Contracting Parties agree to waive any such extension by delivering notice of the waiver to the other Contracting Parties on or before 180 days prior to the expiration of the term of this Contract or an extension thereof. This Contract may also be extended beyond the above-referenced two successive 30-year periods by agreement of those Contracting Parties who desire to extend the Contract for a period of years as agreed to by those Contracting Parties. On or before one year prior to the expiration of the third term of this Contract (i.e., prior to the expiration of the second of the two successive automatic extensions), the Contracting Parties agree to meet in order to determine whether to further extend the Contract. If

the Contracting Parties mutually agree to any additional extensions of this Contract, they shall enter into a written agreement to extend the Contract for the period of years agreed to on or before 180 days prior to the expiration of the then current term of the Contract.

B. This Contract may be terminated at any time by unanimous consent of the parties, as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Contracting Parties that terminate this Contract must occur and be effective within a period of 180 days of each other (i.e., the time that elapses from the first legislative action to the final legislative action cannot be more than 180 days).

Notwithstanding Section 14 hereof, this Contract may also be terminated by any of the Contracting Parties if it is determined at any time, for any reason, by a final and unappealable order of a court of competent jurisdiction, that (i) joint economic development district contracts cannot be entered into, cannot be implemented or are invalid, or (ii) the income tax provided for in Section 10 hereof is not legal or valid, or the JEDD, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by written notice of such termination from the terminating Contracting Party to each other Contracting Party. Such notice shall state the reasons for the termination, as provided in this Section 6. The termination shall occur on the date set forth in that

notice. If this Contract is terminated upon the exercise of this option, the Contracting Parties shall have no further obligations under this Contract.

In the process of termination of this Contract, but prior to final termination, any real or personal property, assets or funds of the JEDD shall be distributed among the Contracting Parties as follows: Violet 20%; Bloom 20%; Canal Winchester 20%; Lancaster 20%; and Pickerington 20%. If additional parties join the JEDD, this section shall be renegotiated at that time to provide an equitable distribution that does not result in an unfair windfall to such additional parties. Before any such distribution under this Section, the JEDD shall first use any property, assets or funds of the JEDD to pay, reduce or settle any obligations, debts or liabilities of the JEDD in accordance with the terms under which such obligations, debts or liabilities were originally incurred. For purposes of this Section, obligations of the JEDD include, but are not limited to, obligations of the JEDD to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the JEDD or otherwise. To the extent permitted by law, obligations of the JEDD to a Contracting Party shall take precedence over other obligations, debts or liabilities of the JEDD, except that any items of infrastructure constructed by or for any Contracting Party shall be retained by that Contracting Party.

The provision herein for the initial term and any extension of this Contract recognizes that the accrual of benefits to the parties from this Contract may take

decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

Pursuant to R.C. Section 715.74(D), this Contract shall continue in existence throughout its term and shall be binding on the Contracting Parties and on any entities succeeding the Contracting Parties, whether by annexation, merger, or otherwise. Any portion of the JEDD Territory (not now in a municipal corporation) that is included within a municipal corporation by annexation, merger or otherwise, after the date of this Contract, shall continue to be a part of the JEDD Territory and subject to the terms of this Contract and to the income tax provided for in Section 10 hereof.

In the event that any portion of the territory of a Township that is within the territorial boundaries of the District becomes the subject of an annexation or merger into a noncontracting municipal corporation or an incorporation as a municipal corporation, the JEDD Parties shall use their best efforts, including but not limited to legal action, to oppose and prevent such annexation, merger or incorporation until and unless (1) the District has been created and the income tax provided for in this Contract has been in effect for one year and (2) the municipal corporation into which such territory would be annexed or merged or that is to be incorporated has either become a party to this Contract and has assumed all the obligations and responsibilities required under this Contract in connection with such territory or has agreed otherwise to recognize and comply with this Contract in a form acceptable to the JEDD Parties.

Section 7. Contributions to the JEDD. In accordance with R.C. Section 715.74, Violet, Bloom, Canal Winchester, Lancaster and Pickerington each agree to contribute to the development and operation of the JEDD, as set forth herein.

(A) Utility Service. The Contracting Parties have not entered into separate contracts with one another for utility service, relating to any parcel within the JEDD. The Contracting Parties shall cooperate with each other, the Board and with utility service providers in the JEDD, including Fairfield County, to obtain access to sanitary sewer service, water service and storm sewer service. Commercial or industrial properties in the JEDD shall be required to use the public utilities available from authorized JEDD Providers. Existing business owners and property owners who currently have private utility services shall be required to use JEDD provider utilities, when the private utility service is required to be updated or replaced. In general, the Contracting Parties agree as follows:

(1) Water Service. Access to water service shall be made available to users in the JEDD by either Fairfield County or the Contracting Party from which service is most practicable (hereinafter, "WaterProvider"). The parties presume and expect that the Fairfield County Water District shall provide water service to the JEDD area. In the alternative, if the County is unable or unwilling to timely provide those water services, the other JEDD providers may provide water service as set forth herein. The County shall have 30 days to determine whether

or not it is willing and able to timely provide water service. If the County determines it is unwilling or unable to timely provide water service, then the County and JEDD water providers will meet to decide the specifics of the provision of water services in accordance with this section. Except as provided below, a Water Provider within the JEDD that also is a Contracting Party agrees that its charges for providing such service will be the same as its reasonable and customary charges to other water service users, such as tap-in fees at no more than then-current rates, and impact fees, if then charged. In order to contribute to the availability of water service in the JEDD, a Water Provider that also is a Contracting Party may (alone or in conjunction with other Contracting Parties or Fairfield County) acquire, construct and install certain water service facilities in the JEDD as requested by users and in accordance with applicable water service agreements, subject to engineering, legal and economic feasibility, at the cost of one or more private or public entities or at the cost of the Water Provider. Such facilities may be acquired, constructed or installed at the cost of the JEDD, but only pursuant to a contract entered into by the Water Provider and the JEDD Board. If a Water Provider that also is a Contracting Party enters into agreements for the provision of water service with water service users that are within the JEDD but outside the political subdivision jurisdiction of the Water Provider, it shall do so at rates that are equal to the rates charged to comparable

users within the Water Provider's political subdivision jurisdiction as those water service rates are revised from time to time (the "Water Rates"). All parties agree that, if they provide service to affected areas, they will charge no more than usual in-City rates in the JEDD area. All parties agree that, if they choose to provide water service in residential areas in close proximity to the JEDD, they shall do so at their option. Such water service agreements may provide for a tap-in fee or other charge at the time of connection to the water system or at a later time, to be paid at one time or over a period of up to 10 years, all as set forth in those agreements. To the extent permitted by law and as agreed to by all the Contracting Parties, the Water Provider may establish special assessment procedures for the levy and collection of special assessments to take the place of the tap-in fee or other charge. The Water Provider also may provide water service to existing residential users within residential service areas in Violet and Bloom at rates that are equal to the Water Provider's in-city Water Rates, plus no more than 25% at the option of the Water Provider. At the discretion of the Water Provider, the Water Provider may provide such water service only upon (a) the request by such existing residential users, (b) approval of the Township and the Provider in which the territory lies, and (c) consideration by Violet, Bloom, Canal Winchester, Lancaster and Pickerington, and the JEDD Board of

economic, engineering, land-use planning, environmental, health, safety and welfare concerns.

Nothing in this agreement shall regulate the County rates for water, so long as those rates are uniform throughout the County, and the County offers water incentives in the JEDD that are no less than those incentives offered throughout the County Water District.

(2) Sanitary Sewer Service. Access to sanitary sewer service shall be made available to users in the JEDD by either Fairfield County or the Contracting Party from which service is most practicable (hereinafter "Sewer Provider"). The parties presume and expect that the Fairfield County Sewer District shall provide sewer services to the JEDD area. In the alternative, if the County is unable or unwilling to timely provide those sewer services, the other JEDD providers may provide sewer service as set forth herein. The County shall have 30 days to determine if it is willing and able to timely provide sewer service. If the County is unable or unwilling to timely provide sewer service, then the County and JEDD water service providers will meet to determine the details of the provision of sewer services in accordance with this section. Except as provided below, a Sewer Provider within the JEDD that also is a Contracting Party agrees that its charges for providing such services will be the same as its reasonable and customary charges to other sanitary sewer service users, such as tap-in fees at

no more than then-current rates, and impact fees, if then charged. In order to contribute to the availability of sanitary sewer service in the JEDD, a Sewer Provider that is also a Contracting Party may (alone or in conjunction with other Contracting Parties or Fairfield County) acquire, construct and install certain sanitary sewer service facilities in the JEDD as requested by users and in accordance with applicable sanitary sewer service agreements, subject to engineering, legal and economic feasibility, at the cost of one or more private or public entities or at the cost of the Sewer Provider. Such facilities may be acquired, constructed or installed at the cost of the JEDD, but only pursuant to a contract entered into by the Sewer Provider and the JEDD Board. If a Sewer Provider that also is a Contracting Party enters into agreements for the provision of sanitary sewer service with sanitary sewer service users that are within the JEDD but outside the political subdivision jurisdiction of the Sewer Provider, it shall do so at rates that are equal to the rates charged to comparable users within the Sewer Provider's political subdivision jurisdiction as those sanitary sewer service rates are revised from time to time (the "Sanitary Sewer Rates"). All parties agree that, if they provide service to affected areas, they will charge no more than usual in-City rates in the JEDD area. All parties agree that, if they choose to provide water service in existing residential areas in close proximity to the JEDD, they shall do so at their option. Such sanitary sewer service

agreements may provide for a tap-in fee or other charge at the time of connection to the sanitary sewer system or at a later time, to be paid at one time or over a period of up to 10 years, all as set forth in those agreements. To the extent permitted by law and as agreed to by all the Contracting Parties, the Sewer Provider may establish special assessment procedures for the levy and collection of special assessments to take the place of the tap-in fee or other charge. The Sewer Provider also may provide sanitary sewer service to existing residential users within residential service areas in Violet and Bloom at rates that are equal to the Sewer Provider's in-City Sanitary Sewer Rates, plus no more than 25% at the option of the Sewer Provider. The Sewer Provider may provide such residential sanitary sewer service only upon (a) the request by such users, (b) approval of the Township in which the territory lies and (c) consideration by Violet, Bloom, Canal Winchester, Lancaster and Pickerington, and the JEDD Board, of economic, engineering, land-use planning, environmental, health, safety and welfare concerns [and resolution of those concerns.

The Sewer Provider also may provide sanitary sewer service to existing residential users within the Expansion Areas in Violet and Bloom (i.e., existing on the effective date of this Contract) at rates that are equal to the Sewer Provider's Sanitary Sewer Rates, plus 25% at the option of the Sewer Provider.

Nothing in this agreement shall regulate the County rates for sanitary sewer, so long as those rates are uniform throughout the County, and the County offers water incentives in the JEDD that are no less than those incentives offered throughout the County Sewer District.

(3) Storm Sewer Service.

The Parties agree to work together to establish a regional storm water management plan and system to service the Route 33 Corridor. Until and unless that is established, storm sewer service shall be provided as follows.

Access to storm sewer service shall be made available to users in the JEDD by either Fairfield County or the Contracting Party from which service is most practicable (hereinafter "Storm Sewer Provider"; Storm Sewer Providers, Sewer Providers and Water Providers are collectively referred to herein as "Providers"). Except as provided below, a Storm Sewer Provider within the JEDD that also is a Contracting Party agrees that its charges for providing such services will be the same as its reasonable and customary charges to other storm sewer service users, such as tap-in fees at no more than then-current rates, and impact fees, if then charged. In order to contribute to the availability of storm sewer service in the JEDD, a Storm Sewer Provider that is also a Contracting Party may (alone or in conjunction with other Contracting Parties or Fairfield County) acquire, construct and install certain storm sewer service

facilities in the JEDD as requested by users and in accordance with applicable storm sewer service agreements, subject to engineering, legal and economic feasibility, at the cost of one or more private or public entities or at the cost of the Storm Sewer Provider. Such facilities may be acquired, constructed or installed at the cost of the JEDD, but only pursuant to a contract entered into by the Storm Sewer Provider and the JEDD Board. If a Storm Sewer Provider that also is a Contracting Party enters into agreements for the provision of storm sewer service with storm sewer service users that are within the JEDD but outside the political subdivision jurisdiction of the Storm Sewer Provider, it shall do so at rates that are equal to the rates charged to comparable users within the Storm Sewer Provider's political subdivision jurisdiction as those storm sewer service rates are revised from time to time (the "Storm Sewer Rates"). Such storm sewer service agreements may provide for a tap-in fee or other charge at the time of connection to the storm sewer system or at a later time, to be paid at one time or over a period of up to 10 years, all as set forth in those agreements. To the extent permitted by law, and as agreed to by all the Contracting Parties, the Storm Sewer Provider may establish special assessment procedures for the levy and collection of special assessments to take the place of the tap-in fee or other charge. The Storm Sewer Provider also may provide storm sewer service to residential users within residential service areas in Violet and Bloom at rates that

are equal to the Storm Sewer Provider's in-City Storm Sewer Rates, plus no more than 25% at the option of the Storm Sewer Provider. The Storm Sewer Provider may provide such residential storm sewer service only upon (a) the request by such users, (b) approval of the Township in which the territory lies, and (c) consideration by Violet, Bloom, Canal Winchester, Lancaster and Pickerington, and the JEDD Board of economic, engineering, land-use planning, environmental, health, safety and welfare concerns [and resolution of those concerns].

(4) All water service facilities, sanitary sewer service facilities and storm sewer service facilities that are acquired, constructed or installed by a Provider pursuant to this Contract shall be owned, operated and maintained by the Provider, unless otherwise determined by the Provider. The Provider has the right to assign to any political subdivision (i) any water service facilities or sanitary sewer service and storm sewer facilities that it establishes within the JEDD, and (ii) its rights to so establish those facilities. In the event that the Provider determines to make any such assignment, it shall first, as a precondition of that assignment, require that (i) the assignee accept the terms of this Contract as they pertain to the provision of utility services, and (ii) the assignee agrees that it will not require annexation as a precondition to extending utility services.

(5) The Contracting Parties shall cooperate with each other, the JEDD and the State in the acquisition, construction and installation of water service facilities, sanitary sewer service facilities and storm sewer service facilities as provided in this Contract, including, but not limited to, granting easements, rights-of-way and street opening permits at no more than the usual and customary cost.

(6) Nothing in this Contract shall limit the ability of the JEDD, Violet, Bloom, Canal Winchester, Lancaster and/or Pickerington to aggregate to acquire preferential rates for telecommunications, cable, telephone, gas, electric or other utility service.

(B) Infrastructure; Financing. In accordance with R.C. Section 715.81, (i) the Cities may exercise all of the powers of a municipal corporation and perform all of the functions and duties of a municipal corporation within the JEDD; and (ii) the Townships may exercise all of the powers of townships and perform all the functions and duties of a township within the JEDD. The powers of the Cities and the Townships shall include, without limitation: (1) the acquisition, construction and improvement of public streets and roads and other public improvements located in the JEDD and the financing thereof; (2) the levy and collection of special assessments or the establishment of other charges (including tap-in fees) to pay all or a portion of the costs of the facilities and improvements described in subsection (A) above and in this subsection (B); (3) those powers, functions and duties provided in R.C. Sections

5709.40 through 5709.43 and (4) those powers, functions and duties provided in R.C. Chapter 133 and other sections of the Revised Code authorizing the financing of capital improvements, all of which shall be deemed to be pursuant to and consistent with this Contract. Canal Winchester, Lancaster, Pickerington, Violet and Bloom may agree from time to time to cooperate in obtaining grants and other funding sources for such infrastructure within the JEDD. If tax exemption programs are proposed for the JEDD to further the economic development of the JEDD, the Contracting Parties agree to cooperate with each other, the Board, Fairfield County and/or Franklin County and any affected school district with regard to the implementation of such programs, so long as such agreements do not substantially reduce the amount of tax revenue available for distribution to the JEDD Parties. No City or Village ordinances shall apply within the Township JEDD area, except as set forth in this JEDD contract or except as agreed to by all JEDD parties, in writing, by ordinance or resolution passed within 90 days of one another.

The Board shall establish the Northwest Fairfield County 33 Corridor JEDD Maintenance and Improvement Fund (the "District M&I Fund") for the purpose of paying costs of maintenance and permanent improvements within the JEDD, including, but not limited to, debt charges on obligations incurred for, and all related costs associated with, those permanent improvements. Money shall be transferred to the District M&I Fund in accordance with Section 10 hereof. The Board shall be responsible for the

administration of the District M&I Fund and for the provision of maintenance and permanent improvements in the JEDD to be paid from the District M&I Fund, with advice from the Contracting Parties. On or before March 1st each year, the Board shall provide to the Contracting Parties a written report describing the maintenance and permanent improvements within the JEDD paid from the District M&I Fund in the prior year. Police, fire and road services shall continue to be provided to particular JEDD property by the jurisdiction in which the particular JEDD property is located at the time the JEDD is established.

(C) Other Services. Violet, Bloom, Canal Winchester, Lancaster and Pickerington shall provide services to assist the JEDD with planning, marketing, promotion and related activities to facilitate economic development in the JEDD. The JEDD parties agree to support the efforts of the Fairfield 33 Corridor Coalition and provide any assistance required by the Coalition in marketing, promoting and facilitating economic development within the JEDD. The JEDD partners agree that their efforts regarding marketing, promotion and facilitating economic development in the JEDD shall be in support of and not duplicative of any such efforts made by the Fairfield 33 Corridor Coalition. Violet, Bloom, Canal Winchester, Lancaster and Pickerington may provide secretarial services and other staffing as determined by each Contracting Party, in its sole discretion, at no cost to the JEDD. One party may contract with one or more other parties to this agreement to provide these services. In addition, the Board may

contract for such services with any of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree.

The Board shall hold all records or documents of the JEDD for safekeeping. The Board shall maintain those records and documents as public records of the JEDD and shall provide copies of those records and documents to the Contracting Parties in accordance with the public records laws of the State.

For the term of this Contract, but only so long and to the extent to which one or more areas within the JEDD remain unincorporated (each an “Unincorporated JEDD Area”), the Township in which the Unincorporated JEDD Area is located (i) shall provide the same services to Unincorporated JEDD Area that it provides to other unincorporated areas of the Township, including, but not limited to, police and fire protection services, and (ii) shall not be obligated to provide sewer, storm sewer or potable water services to the Unincorporated JEDD Area, unless and to the extent that such Township is a Provider of a utility pursuant to Section 7(A) of this Contract.

Violet, Bloom, Canal Winchester, Lancaster and Pickerington shall cooperate to assure the success of the JEDD. Further, Violet, Bloom, Canal Winchester, Lancaster and Pickerington may explore ways to cooperate in the development of parks and recreational services and facilities.

Each participating party commits that, should it enter into a JEDD involving other entities along the Route 33 Corridor, it will use all best efforts to integrate that into this JEDD.

Violet shall prepare, or cause to be prepared, all documents of Violet, Bloom, Canal Winchester, Lancaster and Pickerington and the JEDD relating to the formation of the JEDD, including, but not limited to, this Contract, instruments describing the JEDD boundaries, notices, forms of Canal Winchester, Violet, Bloom, Lancaster and Pickerington and JEDD legislation and election proceedings. Any costs incurred and paid by any Contracting Party in preparing or reviewing such documents or otherwise incurred by the Contracting Parties in assisting in the establishment of the JEDD, including fees and expenses for legal and administrative services, shall be reimbursed to the Contracting Parties from revenues of the JEDD income tax prior to the distributions of such revenues as set forth in Section 10 hereof. Any costs incurred and paid by the Contracting Parties in assisting in such preparation or in identifying property owners and businesses within the JEDD and obtaining signatures on petitions for the creation of the JEDD, including fees and expenses for legal and administrative services, shall be reimbursed to the Contracting Parties from those revenues of the JEDD prior to the distributions set forth in Section 10 hereof. These costs shall be reimbursed upon presentation of evidence that the costs are reasonable and as approved by the Board.

Nothing in this contract will affect Fairfield County's obligation to maintain any county road, as it now does, within the Unincorporated JEDD Area.

Canal Winchester, Lancaster, Pickerington and Violet and Bloom will work together for joint planning, including joint economic development promotion.

(D) Financial Contributions. Upon one or more requests of the Board, the Contracting Parties shall collectively contribute an aggregate amount not to exceed \$25,000.00 to the JEDD to pay initial administration and other costs generally identified in the request. Each collective contribution amount shall be allocated among the Contracting Parties, as follows: Violet 20%; Bloom 20%; Canal Winchester 20%; Lancaster 20%; and Pickerington 20%. Each initial contribution amount shall be paid within 45 days after receipt of the request of the Board. The Contracting Parties may, but are not required to, make other financial contributions to the JEDD. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so.

Section 8. Board of Directors. The Board shall be established in accordance with R.C. Section 715.78(A). If there are businesses located and persons working within the area or areas to be included in the JEDD, the Board shall be composed of the following members:

- (a) one member representing the Cities, to be appointed jointly by the Mayors of the Cities;
- (b) one member representing the Townships, to be appointed jointly by the Township Trustees of the Townships;
- (c) one member representing the owners of businesses located in the JEDD, to be appointed jointly by the Mayors of the Cities;
- (d) one member representing the persons working within the JEDD, to be appointed jointly by the Township Trustees of the Townships; and
- (e) one member selected by the other members described above.

If there are no businesses located or persons working within the area or areas to be included in the JEDD, the Board shall be composed of the members set forth in (a), (b) and (e) above. If the Board is originally composed of the members set forth in (a), (b) and (e) above and, subsequently, one or more businesses are located, or persons begin working, in the JEDD, the Board shall be increased to five members by the appointment of the members as set forth in (c) and (d) above, in accordance with the procedure for such appointment as set forth above.

The terms of service of each member shall be established in accordance with R.C. Section 715.78(A). The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the JEDD shall be reimbursed from JEDD funds in accordance with procedures established by the Board. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from

three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

A member of the Board may be removed by the appointing parties for "cause," which shall mean willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office, or willfully performing any act forbidden by law with respect to his or her office, or failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law, or engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal and the reasons therefor by the Board member being removed.

The Chairperson of the Board shall be determined as provided in R.C. Section 715.78(A). The Board shall elect the following officers (who along with the Chairperson shall constitute the Officers of the Board) from among its members: a Vice Chairperson, a Secretary and a Treasurer. The Officers (except the Chairperson) shall be elected at the first meeting of the Board and thereafter every year for a one-year term, and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such

duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 9. Powers, Duties, and Functions. The Board shall meet at least once each calendar quarter on a date determined by the Board, provided that the first meeting of the Board shall be within 30 days after this Contract becomes effective, on a date agreed to by the Contracting Parties. The Board shall adopt procedures for holding and conducting regular and special meetings. The Board shall establish a mailing address and shall hold its meetings at Canal Winchester Village Hall, unless otherwise determined by the Board from time to time.

For the purpose of conducting a Board meeting, the attendance of at least four (4) members shall be required and shall constitute a quorum, provided that if the Board is composed of less than five (5) members, at least three (3) of those members shall constitute a quorum. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least four (4) members of the Board to be adopted, provided that the Board is composed of five (5) members. If the Board is composed of less than five (5) members, a resolution must receive the affirmative vote of at least three (3) members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective, unless otherwise provided in that resolution or by R.C. Sections 715.72 through 715.83.

The Board shall adopt Bylaws for the regulation of the affairs of the Board and the conduct of the business of the Board consistent with this Contract. The Bylaws shall be in substantially the form as attached as Exhibit B hereto. The Bylaws may be amended or supplemented from time to time by the Board.

The Chairperson shall preside over and conduct the meetings of the Board in accordance with its Bylaws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving notice of such meetings, as provided in the Bylaws, to each member, delivered to his or her residence or place of business. Any three (3) members of the Board also may collectively call a special meeting by providing the same notice.

The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson.

The Secretary shall be the records officer of the Board and shall have those duties as set forth in the Bylaws.

The Treasurer shall be the fiscal officer of the Board and shall have those duties as set forth in the Bylaws.

The Bylaws shall designate those Officers who may sign documents on behalf of the Board and those Officers who are required to obtain a fiduciary bond in connection with their duties to the JEDD.

The Board shall adopt an annual budget for the JEDD. The fiscal year of the JEDD shall be the same as the fiscal year of Canal Winchester. The budget shall estimate the revenues of the JEDD and expenses of the JEDD. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption. The Board shall establish an appropriations procedure to provide for payment of the expenses of the JEDD and the distribution of income tax revenues pursuant to and consistent with this Contract.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the JEDD in accordance with the purposes of this Contract and the funds appropriated or available for such actions or programs.

When practicable, the Board shall contract with or through Violet, Bloom, Canal Winchester, Lancaster or Pickerington for all services if available from those entities. The Board may enter into an agreement with one of the Contracting Parties for that Contracting Party to administer and implement employment and discharge of, and salaries, benefits and work rules established for employees of the JEDD. All costs of employment, including, but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the JEDD. The Contracting Parties shall not be the employer and shall have no responsibility or liability for any costs of employment

or any other costs, expenses, or liabilities arising from such employment. The Board may appoint its own legal counsel and its own planner and/or accountant.

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

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

Prior to incurring any obligation, debt or liability exceeding \$500,000.00, the Board shall have obtained the approval of the Contracting Parties.

Section 10. Income Tax. The Board, at its first meeting, shall adopt a resolution to levy an income tax in the JEDD in accordance with R.C. Section 715.74 at the rate equal to that of Canal Winchester, currently at two percent (2%).

The income tax shall go into effect within 60 days of the adoption of that resolution, as provided therein. The income tax rate shall change from time to time so that it is equal to the highest rate of the municipal income tax levied by the Cities. No action by the Board shall be required to effect any such changes, which changes shall go into effect on the first day of the month following the change in the municipal income tax rate for the applicable City. The Board shall promptly notify the Contracting Parties and Tax Administrator (as defined below) of the income tax of such a change. The

revenues of the JEDD income tax shall be used for the purposes of the JEDD and the Contracting Parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the income tax legislation of Canal Winchester, as that legislation may be amended from time to time, as applicable to the JEDD income tax. The income tax levied by the Board pursuant to this Contract and R.C. Section 715.74 shall apply in the entire JEDD throughout the term of this Contract, notwithstanding that all or a portion of the JEDD becomes subject to annexation, merger or incorporation. The Board shall enter into an agreement with Canal Winchester to administer, collect and enforce the income tax on behalf of the JEDD, provided that such agreement may be assigned or subcontracted to another agency by Canal Winchester to perform those functions for the JEDD. Canal Winchester, and any successor entity or assignee that administers the JEDD income tax shall be referred to herein as the "Tax Administrator."

Pursuant to R.C. Section 715.74(C)(3), the Board shall annually set aside in the District M&I Fund an amount equal to thirty five percent (35%) of the amount of the income tax collection (*i.e.*, all amounts collected from the levy of the income tax each year) to be used as set forth in Sections 7 and 10 of this Contract, for both long-term maintenance and permanent improvements and operations of the Board. Five Percent (5%) of the total Revenues shall be distributed to the Tax Administrator. Operations of the JEDD shall mean providing for the administration of the JEDD operations, promotion

and expansion of the JEDD. The Board shall use its revenues set aside in the District M&I Fund to meet the current obligations of the JEDD, including, but not limited to, obligations of the JEDD to one or more of the Contracting Parties under this Contract or under separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the JEDD, in accordance with the terms under which such obligation, debts or liabilities were originally incurred, for any administrative expenses of the Board, and for any capital projects which have been pre-approved by resolution or ordinance of a majority of the Contracting Parties. The Board shall grant authority to distribute income tax refunds to the Tax Administrator. The Contracting Parties shall review the amounts set aside in the District M&I Fund every five (5) years. The parties shall assure that M&I funds are adjusted to provide that a sufficient carry over to meet JEDD expenses is maintained, but that M&I funds do not accumulate excessively.

During the first five (5) years of the existence of the JEDD, the parties agree that all JEDD funds shall be assigned to the District M&I Fund to provide for infrastructure improvements within the JEDD area to encourage economic development and the creation of high paying jobs. After the first five (5) years of the existence of the JEDD, then 35 Percent of the amount of the income tax collected shall be devoted to the District M&I Fund, and the remaining percentage shall be distributed among the JEDD partners as set forth in the following paragraph.

The Board shall then distribute the remaining income tax revenues (the “Distributable Revenues”) to the Contracting Parties. The distribution of the Distributable Revenues shall be made at least quarterly on or before April 15th, July 15th, October 15th and January 15th, and shall be allocated to the Contracting Parties as follows: 85% of the Distributable Revenues shall be divided equally among Violet, Bloom, Canal Winchester, Lancaster and Pickerington to be used in the sole discretion of each, consistent with the purposes set forth in this Section 10. Fifteen Percent (15%) of the Distributable Revenues shall be distributed to the City or Township from which the particular JEDD income tax revenue arose. Any earnings on income tax revenues held by the JEDD prior to distribution shall be distributed at least annually on or before December 15th of each year to the Contracting Parties in accordance with the above distribution formula.

The parties reserve the right to use their individual portion of JEDD revenues at their discretion for the maintenance and infrastructure fund when, in the opinion of the JEDD parties, such action would enhance JEDD revenues.

The parties agree that, during the early years of the existence of the JEDD, additional monies may be necessary in the Maintenance and Infrastructure Fund in order to provide the necessary infrastructure to allow the JEDD to grow, the parties may allocate a portion of the JEDD revenue that otherwise would be used for general purpose funding to be used within the JEDD area. Nothing in the JEDD agreement

requires the amount of the distributable revenues divided among Violet, Bloom, Canal Winchester, Lancaster and Pickerington to be used outside the JEDD. Those revenues may, at the discretion of the JEDD partners, be used inside the JEDD for necessary maintenance and infrastructure in order to grow the JEDD.

Each Township shall retain all current property tax revenue, of whatever kind, generated from Township properties within the JEDD. The Contracting parties agree to meet and discuss any new taxes, other than property tax, that may be established during the pendency of the JEDD, with the general understanding that the Contracting Parties will negotiate to share those taxes equally or as circumstances dictate.

The income tax revenues are to be used by the JEDD, Violet, Bloom, Canal Winchester, Lancaster and Pickerington to encourage and promote economic development in the JEDD and/or in Violet, Bloom, Lancaster, Pickerington and Canal Winchester, including, but not limited to, maintaining and improving the infrastructure facilities of the JEDD and the Contracting Parties (including paying debt charges related thereto), providing safety services within the JEDD and within the Contracting Parties, providing urban and economic development planning, engineering, legal counseling, consulting, marketing and financing services for the JEDD and for the Contracting Parties, generally improving the environment for those working and residing in the JEDD and in the Contracting Parties and for all other purposes as permitted by law.

The Treasurer of the JEDD shall make a quarterly report to the Board regarding the receipt and distribution of the income tax of the JEDD and the operating income and expenses of the JEDD for the preceding quarter and projections for the next quarter. The Treasurer's report shall be provided to the Contracting Parties.

If a currently existing business located outside the JEDD Territory signs a petition to join the JEDD within 90 days after the effective date of this Contract, the Board shall provide the business with a cash incentive payment equal to a portion of the JEDD income tax paid by the business in a particular year. The cash incentive payments shall be made over a three year period, and shall be calculated as follows:

<u>Year</u>	<u>Cash Incentive Amount</u>
Year One	75% of JEDD Income Taxes Paid
Year Two	50% of JEDD Income Taxes Paid
Year Three	25% of JEDD Income Taxes Paid

The terms of the cash incentive payments will be memorialized in a separate agreement between the Board and the business that signs a petition to join the JEDD within the above-specified period. The parties acknowledge and agree that non-tax revenues must be used for such incentive payments and accordingly, each party agrees that, upon invoice by the JEDD Board, it shall pay to the JEDD Board its pro rata share of any incentive payments to businesses.

Accordingly, notwithstanding the provisions of Section 10 of this Contract, the parties agree that income taxes paid by a business during the term of an incentive

payment agreement shall be set aside. An amount of such income taxes equal to the amount of the annual cash incentive payment to the applicable business shall be distributed to Canal Winchester, and Canal Winchester, in turn, shall make a payment to the JEDD Board in the same amount from its non-tax revenues so as to provide the JEDD Board with a source of non-tax revenue from which to make the incentive payments. Any remaining income taxes not distributed to Canal Winchester in the manner described in the preceding sentence shall be added to the general pool of income taxes and distributed according to the provisions of Section 10 of this Contract.

Section 11. Annexation. In accordance with R.C. Section 715.79(B), the Cities agree not to annex, and this Contract explicitly prohibits the Cities from annexing, any JEDD Territory (both expansion areas and current JEDD Territory) pursuant to this Contract and pursuant to R.C. Section 709.192, and to the extent permitted by law during the term of this Contract, without the consent of the Township or Townships in which the proposed annexation territory lies. To the extent permitted by law, the Contracting Parties agree to oppose the annexation, merger or consolidation of any property located in the Townships by or into any -municipal corporation during the term of this Contract, unless such annexation, merger or consolidation is consented to by each Contracting Party. No annexation shall be permitted in a manner that would result in land being excluded from the JEDD.

Section 12. Zoning; Planning; Building Standards. Each Township shall be the zoning and planning authority for the JEDD Territory located within the Township's boundaries. The Townships agree to use best efforts to establish and maintain, to the extent permitted by law, the zoning of the property in the JEDD Territory and Expansion Areas as business, commercial or industrial zoning uses, within the District. Each Township shall be the building permit issuing and enforcing authority for the JEDD Territory within the Township's boundaries. The Cities shall provide planning and economic development assistance to the JEDD. Any reasonable cost of zoning or building enforcement and of planning and economic development shall be reimbursed from JEDD funds. The Contracting Parties agree to consult with one another on all zoning, building, land-use and economic development issues within the JEDD. Zoning and planning shall be as uniform as practicable throughout the JEDD Territory. The Contracting Parties agree to meet and discuss and formulate standard regulations and cooperate with all Fairfield or Franklin County planning and building agencies, including the Mid-Ohio Regional Planning Commission. All parties agree to study and implement a planning, zoning and development district for the JEDD within one (1) year of the adoption of the JEDD. These regulations may be changed from time to time by the agreement of all Contracting Parties. The provisions of this Section 12 constitute an agreement by the Contracting Parties pursuant to R.C. Section 715.80, provided that

the Contracting Parties may enter into other agreements in accordance with R.C. Section 715.80 that supplement this Contract.

Section 13. Tax Incentives/All Property Tax Exemptions. Before any tax incentives or property tax exemptions are granted, all parties must agree, and all affected school districts and fire and police districts must agree.

Section 14. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Contracting Party in default shall have 60 days after receiving written notice from any other Contracting Party of the event of default to cure that default. If the default is not cured within that time period, any non-defaulting Contracting Party may submit the matter to non-binding mediation. The mediator shall be appointed by the presiding judge of the Fairfield County Court of Common Pleas. If in the future the presiding judge declines or refuses to appoint a mediator, then any other judge of the Fairfield County Court of Common Pleas may be approached to appoint a mediator. If none of the judges of the Court agree to appoint a mediator, then the parties will use any Court sponsored mediation program that may be in effect at that future time. If none of the above results in the appointment of a mediator, then the parties will meet in order to choose a mediator by striking names from a list of individuals who serve as mediators within Fairfield and Franklin County. If mediation is not successful, then any non-defaulting Contracting Party may sue the defaulting Contracting Party for specific performance under this

Contract or for actual damages or both. Other than as provided in Section 6 hereof, this Contract may not be canceled or terminated because of a default, unless the Contracting Parties all agree to such cancellation or termination.

Section 15. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the Contracting Parties only in a writing approved by the respective legislative authorities of each of the Contracting Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Contracting Parties that amend this Contract must occur and be effective within a period of 90 days of each other (i.e., the time that elapses from the first legislative action to the final legislative action cannot be more than 90 days).

Section 16. Binding Effect; Mandamus. This Contract shall inure to the benefit of and shall be binding upon the JEDD, Violet, Bloom, Canal Winchester, Lancaster and Pickerington, and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. All of the obligations and duties of the Board, Violet, Bloom, Canal Winchester,- Lancaster and Pickerington under this Contract are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Board, Violet, Bloom, Canal Winchester, Lancaster and Pickerington within the meaning of R.C. Section 2731.01.

Section 17. Support of Contract. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the JEDD, including (if necessary), but not limited to, promoting the approval by the electors of the Townships of the resolutions authorizing this Contract. In the event that this Contract or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. Each of the Contracting Parties shall bear its own costs in any such proceeding challenging this Contract or any term, condition or provision thereof, provided that the Board shall reimburse the Contracting Parties for such costs to the extent funds of the JEDD are available and appropriated therefor. The costs of any such proceeding shall be allocated equally among the Contracting Parties.

Section 18. Signing Other Documents. The Contracting Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely manner, all other necessary instruments and documents, and to take any and all actions, in order to effectuate the purposes of this Contract.

Section 19. Severability. In the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part

thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

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

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

Section 20. Governing Law and Venue. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular R.C. Sections 715.72 through 715.83. In the event that R.C. Sections 715.72 through 715.83 are amended or supplemented by the enactment of a new section or sections of the Revised Code relating to joint economic development districts, the Contracting Parties may agree at the time to follow either the provisions of R.C. Sections 715.72 through 715.83 existing on the date of this Contract or the provisions of R.C. Sections 715.72 through 715.83 as amended or supplemented, to the extent

permitted by law. Nothing in this Contract shall limit the ability of the JEDD, Violet, Bloom, Canal Winchester, Lancaster or Pickerington to aggregate to acquire preferential rates for telecommunications, cable, telephone, gas, electric or other utility service.

Section 21. Miscellaneous. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof. When using the phrase "to the extent permitted by law" herein, "law" means statutes of the State as interpreted by the courts of the State or the federal courts.

The Contracting Parties agree that this JEDD may be amended (or a new JEDD created) to include the portions of Liberty Township, Fairfield County; Greenfield Township, Fairfield County; and the Village of Carroll, Fairfield County, that are within the boundaries of the State Route 33 corridor, only after all original Contracting Parties have agreed upon the terms of each amendment or new JEDD Contract. The Contracting Parties agree that no other political subdivision shall be invited to join the JEDD until all original Contracting Parties have agreed upon the terms of each amendment or new JEDD Contract.

IN WITNESS WHEREOF, Violet, Bloom, Canal Winchester, Lancaster and Pickerington have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to Canal Winchester
In the presence of:

Printed Name: _____

Printed Name: _____
(Witnesses as to the Canal Winchester)

VILLAGE OF CANAL WINCHESTER:

By: _____
Michael Ebert, Mayor
Village of Canal Winchester

ATTEST: Approved as to legal form
and correctness:

By: _____
Clerk
Village of Canal Winchester

By: _____
Eugene L. Hollis
Law Director
Village of Canal Winchester

Signed as to the Township
In the presence of:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

TOWNSHIP OF VIOLET:

By: _____
Gary P. Weltlich, Trustee-Chair
Township of Violet

By: _____
Harry W. Myers, Jr., Trustee-Vice Chair
Township of Violet

By: _____

Printed Name: _____

Terry J. Dunlap, Sr., Trustee
Township of Violet

Printed Name: _____
(Witnesses as to the Township)

ATTEST: Approved as to legal form
and correctness:

By: _____
Jim Van Kannel, Fiscal Officer
Violet Township

By: _____
Alfred E. Schrader
Legal Counsel to Violet Township

Signed as to the Township
In the presence of:

TOWNSHIP OF BLOOM:

Printed Name: _____

By: _____
David Petty, Trustee-Chair
Township of Bloom

Printed Name: _____

By: _____
Brian Randles, Trustee
Township of Bloom

Printed Name: _____

Printed Name: _____

By: _____
Joseph Smith, Trustee
Township of Bloom

Printed Name: _____

ATTEST: Approved as to legal form
and correctness:

Printed Name: _____
(Witnesses as to the Township)

By: _____
Carol Moore, Fiscal Officer

Bloom Township

By: _____
Legal Counsel to Bloom Township
CITY OF LANCASTER

Signed as to the City
In the presence of:

Printed Name: _____

Printed Name: _____
(Witnesses as to the City)

By: _____
David S. Smith, Mayor
City of Lancaster

ATTEST: Approved as to legal form
and correctness:

By: _____
Terre L. Vandervoort
Law Director
City of Lancaster

Signed as to the City
In the presence of:

Printed Name _____

Printed Name _____
(Witnesses as to the City)

CITY OF PICKERINGTON

By: _____
Mitch O'Brien, Mayor
City of Pickerington

By: _____
Tim Hansley
Interim City Manager
City of Pickerington

ATTEST: Approved as to legal form
and correctness:

By: _____
Philip K. Hartmann

Law Director
City of Pickerington

FINANCE DIRECTOR'S CERTIFICATE

The undersigned, Finance Director of the Village of Canal Winchester, hereby certifies that the monies required to meeting the obligations of the Village during the year 2008 under the Contract have been lawfully appropriated by the Village for such purposes and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2008

 Nanisa Osborn
 Finance Director
 Village of Canal Winchester

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Violet Township, hereby certifies that the monies required to meeting the obligations of the Township during the year 2008-under the Contract have been lawfully appropriated by the Township for such purposes and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2008

 Jim Van Kannel
 Fiscal Officer
 Township of Violet

FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Bloom Township, hereby certifies that the monies required to meeting the obligations of the Township during the year 2008 under the Contract have been lawfully appropriated by the Township for such purposes and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2008

Carol Moore
Fiscal Officer
Township of Bloom

CITY AUDITOR'S CERTIFICATE

The undersigned, Auditor of the City of Lancaster, hereby certifies that the monies required to meeting the obligations of the City during the year 2008 under the Contract have been lawfully appropriated by the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2008

Mary Green
Auditor
City of Lancaster

FINANCE DIRECTOR'S CERTIFICATE

The undersigned, Finance Director of the City of Pickerington, hereby certifies that the monies required to meeting the obligations of the City during the year 2008 under the Contract have been lawfully appropriated by the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2008

Linda Fersch
Finance Director
City of Pickerington

STATE OF OHIO)
) ss:

On this _____ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared Gary P. Weltlich, Harry W. Myers, Jr., and Terry J. Dunlap, Sr., Trustees of the Township of Violet, who acknowledged that with due authorization and as such officers on behalf of the Township, they did sign said instrument on behalf of the Township and who acknowledged that the same is their voluntary act and deed, individually as said officers and the voluntary and corporate act and deed of the Township.

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

(seal)

NOTARY PUBLIC

STATE OF OHIO)
) ss:
FAIRFIELD COUNTY)

On this _____ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared David Petty, Brian Randles and Joseph Smith, Trustees of the Township of Bloom, who acknowledged that with due authorization and as such officers on behalf of the Township, they did sign said instrument on behalf of the Township and who acknowledged that the same is their voluntary act and deed, individually as said officers and the voluntary and corporate act and deed of the Township.

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

(seal)

NOTARY PUBLIC

STATE OF OHIO)
) ss:
FAIRFIELD COUNTY)

On this _____ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared David S. Smith, Mayor of the City of Lancaster, who acknowledged that with due authorization and as such officers on behalf of the City, he did sign said instrument on behalf of the City and who acknowledged that the same is his voluntary act and deed, individually as said officers and the voluntary and corporate act and deed of the City.

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

(seal)

NOTARY PUBLIC

STATE OF OHIO)
) ss:
FAIRFIELD COUNTY)

On this _____ day of _____, 2008, before me, a Notary Public in and for said County and State, personally appeared Mitch O'Brien, Mayor of the City of Pickerington, who acknowledged that with due authorization and as such officers on behalf of the City, he did sign said instrument on behalf of the City and who acknowledged that the same is his voluntary act and deed, individually as said officers and the voluntary and corporate act and deed of the City.

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

(seal)

NOTARY PUBLIC



Supplemental 1 – Proposed JEDD Expansion area