

TUESDAY, APRIL 2, 2024
OFFICE OF THE BOARD OF COMMISSIONERS
PICKAWAY COUNTY, OHIO

The Pickaway County Board of Commissioners met in Regular Session in their office located at 139 West Franklin Street, Circleville, Ohio, on Tuesday, April 2, 2024, with the following members present: Mr. Jay H. Wippel, Mr. Harold R. Henson, and Mr. Gary K. Scherer.

In the Matter of
Minutes Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the minutes from March 26, 2024, with corrections.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Bills Approved for Payment:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

BE IT RESOLVED, that the bills have been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated April 2, 2024, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners orders the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$237,778.53 the County Treasurer to satisfy the same.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Then and Now Certification Approved for Payment:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to adopt the following Resolution:

BE IT RESOLVED, that the County Auditor certifies that both at the time that the following contracts or orders were made and at the time that a certification (Section 5705.41) was completed, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appointed and free from any previous encumbrance. The Then and Now Certification has been found to be properly filed and their respective vouchers shall be cross-referenced to the approving pages dated April 2, 2024, in the Commissioners' Voucher Journal, the date in which checks will be cut; then,

BE IT FURTHER RESOLVED, that the Board of Pickaway County Commissioners, as Taxing Authority are authorizing the Auditor of Pickaway County, Ohio, to draw his warrant on this entry in the amount of \$16,792.33 on the County Treasurer to satisfy the same.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

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In the Matter of
Appropriations Approved:

Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the following requests for APPROPRIATIONS:

\$800.00 – 277.6126.5901 – Hughes Upper Other Expenses - Engineer

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Report Provided by Robert Adkins:

The following is a summary of the report provided by Robert Adkins, IT Director.

- Migration to ProofPoint Enterprise completed
- Met with Sheriff to discuss Flex Quote
- WSUS Deployment – working – Adding departments
- Group Policies – Cleanup in progress
- E-MetroTel system was down Tuesday
- Working to complete migration to Horizon ISP
- O365 Backup Server replacement
- Upgrading desktops to Windows 11
- TNT Cabling Quote
- Adding microphone to Courtroom AV update
- Von – Horizon Connection at Fairgrounds

In the Matter of
Report Provided by Preston Schumacker:

The following is a summary of the report provided by Preston Schumacker, Dog Warden.

- Mr. Schumacker reported that they are housing 20 dogs. There were 25 visitors to the shelter last week and 7 volunteers. Two adoptions took place yesterday.
- The new truck was received, and decals have been ordered.
- The state is waiting to hear back for the next step regarding the high dog count on Call Road. It has to be decided if the owner classifies as a high-volume dog breeder. He currently applies for a kennel license. Additional information is needed to see what is considered as high-volume dog breeder.

In the Matter of
Report Provided by Tim McGinnis:

The following is a summary of the report provided by Tim McGinnis, Planning and Development:

- Planning Commission: Planning Commission: April 9th Agenda
 - Final Replat – Pewamo Subdivision Phase 2
 - Pickaway Township Rezoning Application – Industrial to C-2
 - Harrison Township Rezoning/Request for Conditional Use – National Lime and Stone.
- Outstanding Plats:
 - Navah Place – Cul-de-sac, Walnut Township, need proof of bond before final approval can be granted.
- Lot Splits:
 - Approved 2 lot splits in the last week, 7 open applications currently.
- CDBG: Tarlton Critical Infrastructure Rebid – April 9th.
- Tax Incentives: Sofidel Agreements

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- Large lot splits (20+ acres)
- Zoning Inspector Meetings

In the Matter of
Report Provided by Marc Rogols:

The following is a summary of the report provided by Marc Rogols, Deputy County Administrator:

- There were no BWC claims, or unemployment claims filed this week. Fraudulent unemployment claims remain at 2 fraudulent and 1 legit claim for 2024.
- Mr. Rogols filed the 2025 CCAO Group Retrospective Rating Program Enrollment.
- Four new hire packets were sent out last week (Clerk of Courts, JFS and Engineer). A total of 31 new hire packets have been handed out in 2024. The part-time custodial positions were posted with no applicants. Dog Shelter Kennel Attendant position posted with six applications received with three interviews pending. EMA Communications Technician position re-posted with no applicants received.
- Mr. Rogols will be attending the annual CEBCO Membership meeting Friday, April 5th in Columbus.
- Biometric screening schedule for April 16th at JFS Building.
- Maintenance:
 - Tower decommission work to start April 15th. Estimated one week duration for both towers. Starting with 56 tower then Dog Shelter tower.
 - Generator – complete. Dog Shelter needs additional service.
 - All maintenance approvals (plumbing & HVAC) for the past two weeks in progress. Continued work on jail plumbing and light replacement (LED).
- Miscellaneous:
 - Flooring in the old Recorder’s Office continues. Grant Davis is pushing for completion of old recorder’s office move for renovation of Clerk of Courts office.
 - New Dog Shelter truck has been paid for and picked up. Decals and lights being installed.
 - Email received from William Greer regarding keys and locking of Adult Probation doors due to incident last week. Subject with public records request.
 - Mr. Rogols had a conversation with Von Cremeans regarding the rest of Heritage Hall thermostats.

In the Matter of
Building Department Monthly Report:

The monthly report for the Pickaway County Building Department was filed for the month ending February 2024.

A total of \$40,746.38 was reported being collected as follows:

Permits		
Registration	47	\$3,450.00
Commercial	15	\$26,811.58
Residential	53	\$10,484.80
Total Inspections Performed		
Residential	195	
Commercial	38	
City Enforcement	0	
Terry Haughn	0	
Total Inspections	233	
Residential Plan Review	38	
New Home Permits by Jurisdiction:		
Circleville Twp.	1	
Commercial Point	5	
Walnut Twp.	1	
Total New Homes	7	

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In the Matter of
Report Provided by Mike Sherron:

The following is a summary of the report provided by Mike Sherron, EMA Director.

- This week 911 Committee, Spring Break – Mike will be in and out. Ed is off. Prep for Eclipse on April 8th.
- Next week Solar Eclipse, Fair Board Meeting and LEPC Meeting.
- General Information
 - PIO and Radio Communications Technician – Request Executive Session
 - Run card project continuing.
 - Critical Incident Debriefing project continues – developing relationship with Scioto Valley Peer Assistance Team.
 - Disaster Relief Fund – Received organizing documents from Dayton Foundation – Reviewing.
 - Started a discussion about Human Trafficking and steps we can take to mitigate this during special events in the county.
 - Superloads –
 - Met with Norfolk-Southern Railroad’s HazMat Manager. We are working on some additional training for public safety forces in August.
 - County Fair. Will be developing a Fairgrounds drone policy for your review in the coming weeks.
 - Cameras have been installed at the Tower Site. We were able to save two of the existing cameras and add them to the system. We now have 360 camera views of the building and inside. These cameras have been shared so the PSCO dispatchers can also see them. Proposal for generator tie-in to IPS alarms is ~\$2850.
 - School safety plans – Received TVSD’s. Reviewed and will be providing feedback.
 - Retrieved radios from Board of Elections last week. This capability was well received.
 - Participated in the cybersecurity review with the City of Circleville last week. Well received. Outbrief from CISA to follow.
- EMA Projects
 - Futurity Orion Software – working with vendor to develop some enhanced capabilities.
 - PCSO fiber connection conversion –
 - Homeland Security grant of \$58,804 to purchase PPE for law enforcement – approved by OEMA, coordinating with LE agencies for numbers to purchase. Determining the number of SWAT trained officers are in the county to guide purchasing of PPE.
 - Excess Equipment: Working to distribute portable radios to departments who can use them for trade-in credit on new equipment.
 - Replacement of ARES repeaters with County-owned equipment – getting quotes.
 - School safety planning – Scheduling dates with Ashville and Walnut Elementary Schools and ESC Alternative School.
 - Submitted Circleville PSAP documents for submission to Ohio 911 Program Office awaiting review from the State.
 - 911 Committee: Met today.
- Issues requiring Commissioners Support/Notification: Discussion of 911 Final Plan.

In the Matter of
Real Estate Taxes Discussion with Jeremy Primmer:

Jeremy Primmer, provided a copy of the request he submitted to the Pickaway County Auditor. Mr. Primmer picked up his request from the Auditor’s Office on Friday for the contract with Tyler Technologies. The contract states that the Auditor is to notify property owners of their new value and allow an informal meeting with Tyler Technologies before submitting a DT2 form to the Board of Revision. Mr. Primmer has spoken with two attorneys, one being Tyler Technologies attorney, which told Mr. Primmer to proceed. Mr. Primmer has nine pages of tax comparison. Commissioner Scherer stated he had reviewed them and noted valuations are not listed.

In the Matter of
Executive Session:

At 10:10 a.m., Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to enter into Executive Session pursuant to ORC §121.22 (G) (1) to consider the appointment,

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employment, dismissal, discipline, promotion, demotion, or compensation, etc., of a public employee with Mike Sherron, EMA Director, Marc Rogols, County Deputy Administrator and Angela Karr, Clerk in attendance.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

At 10:15 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

No Action taken.

**In the Matter of
Executive Session:**

At 10:23 a.m., Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to enter into Executive Session pursuant to 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, or to negotiations with other political subdivisions respecting requests for economic development assistance, with Tim Colburn, P3, Tim McGinnis, Planning and Development Director, Angela Karr, Clerk, and Marc Rogols, Deputy County Administrator in attendance.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

At 11:10 a.m., the Commissioners exited Executive Session and Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to resume Regular Session.

Roll call vote on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

No action taken.

**In the Matter of
Clarks Lake Sewer:**

Chris Mullin, County Engineer, met with the Commissioners to discuss concerns of Caleb Cox, who failed to show for his scheduled meeting.

**In the Matter of
Knollwood Wintergreen Wastewater Treatment Plant:**

Chris Mullins, County Engineer presented a map for the consolidation of Knollwood and Wintergreen Wastewater Treatment plant. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Knollwood and Wintergreen Wastewater Treatment Plant Consolidation.

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Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Amended Out of County Travel Approved
For Job & Family Services Employees – March 2024:

The Commissioners reviewed and signed the Amended Out-of-County Travel Authorization for numerous Job & Family Services employees to attend various meetings, training sessions, and to conduct home visitations throughout the month of March 2024, at the total probable cost \$40.60. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the JFS Out-of-County Travel Authorization.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Natural Gas Purchasing Program with Palmer Energy
Amendment #1 to Exhibit A and Power of Attorney and Agreement:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the Amendment #1 to Exhibit A Natural Gas Purchasing Program and Power of Attorney and Agreement with CCAO Service Corporation and CCASOSC Energy Solutions.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
E.R.F. Electric LLC Quote for
EMA Generator Alarm System Upgrade:

Mike Sherron, EMA Director submitted a quote for upgrades to the EMA generator for the alarm system. Commissioner Gary Scherer offered the motion, seconded by Commissioner Harold Henson, to approve the quote from E.R.F. Electric LLC is to install alarms from generator to MARCS alarm panel in the amount of \$2,854.20 to be paid from unplanned capital.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
County Engineer Department request to
Advertise for Bids for 2024 County and
Township Road Resurfacing Program Bid A-County Engineer's Paving):

Anthony Neff, Deputy County Engineer, submitted a written request for authorization to advertise to receive bids for the 2024 County and Township Resurfacing Program Bid A County Engineer's Paving, estimated at \$793,240.05.

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Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and grant authorization to advertise to receive bids for the 2024 County and Township Resurfacing Program Bid A, County Engineer's Paving.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
County Engineer Department request to
Advertise for Bids for 2024 County and
Township Road Resurfacing Program Bid B- OPWC Paving):

Anthony Neff, Deputy County Engineer, submitted a written request for authorization to advertise to receive bids for the 2024 County and Township Resurfacing Program Bid B OPWC Paving, estimated at \$418,614.45.

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and grant authorization to advertise to receive bids for the 2024 County and Township Resurfacing Program Bid B, OPWC Paving.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
County Engineer Department request to
Advertise for Bids for 2024 County and
Township Road Resurfacing Program Bid C- Township Chip Seal with Fog Seal:

Anthony Neff, Deputy County Engineer, submitted a written request for authorization to advertise to receive bids for the 2024 County and Township Resurfacing Program Bid C Township Chip Seal and Fog Seal, estimated at \$792,746.93.

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and grant authorization to advertise to receive bids for the 2024 County and Township Resurfacing Program Bid C, Township Chip Seal and Fog Seal.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
County Engineer Department request to
Advertise for Bids for PIC-CR-VAR-GR-FY2024 PID #109689:

Anthony Neff, Deputy County Engineer, submitted a written request for authorization to advertise to receive bids for the PIC-CR-VAR-GR-FY2024 PID #109689, estimated at \$623,989.81.

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve and grant authorization to advertise to receive bids for the PIC-CR-VAR-GR-FY2024 PID #109689.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

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In the Matter of
T-N-T Cabling Solutions Quote for
Pickaway County Jail to Radio IDF:

Robert Adkins, IT Director submitted a quote for 12 strand singlemode fiber from manhole outside of jail to radio IDF. Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to approve the quote from T-N-T Cabling Solutions for fiber optic cabling installation from outside the jail to Radio IDF in the amount of \$16,895.00.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Report Provided by Sheriff Haffey:

The following is a summary of the report provided by Sheriff Haffey.

- Looking into a 100% grant for the mental health of the Sheriff's Office employees with volunteer health assessment. Grant is 2-years up to \$200,000.
- Grant Axon body camera matching grant cost \$103,804.00 at 87 months. Grant is \$10,400.00.

In the Matter of
Motorola Flex with the
Pickaway County Sheriff's Office:

Chris Hanes, Jamie Meyer and AJ Mason, Motorola met with the Commissioners to provide additional information relative to the Motorola Flex Software. Mr. Meyer started by breaking down the 1.4 million being equipment, consoles, and maintenance. Commissioner Wippel asked if the project could be split and Eric Cotton, IT, explained that FLEX could be done and radios at a later date. By doing it all together it allows the implementation to be done at the same time and a larger discount. The migration is not included in the price and discussions are still taking place to see what type of migration would need to take place. Mr. Cotton explained an archive versus live migration. Robert Adkins discussed a module that might not be needed, and Mr. Mason explained it is the dashboard and it is more visually appealing to read. Commissioner Scherer reiterated that the \$787,000 includes the first-year maintenance, 2-5year is \$87,000 a year maintenance and the consoles are \$54,000 a year. Mr. Hanes and Mr. Meyer explained that Motorola does their own financing and are flexible with financing and terms.

Sheriff Haffey discussed how it would be nice to have one software to utilize for jail and control side. Mr. Mason explained that it includes four software updates a year and two radio updates a year. Maintenance is with B&C Columbus and RNR out of Dayton. Mr. Meyer described the value that the new wire line console would bring to the Sheriff's Office. A Direct Connect system with MARCS system can be logged in from any location if needed during a disaster. There are currently 96 agencies in Ohio that utilize the FLEX System.

In the Matter of
Tax Increment Financing Agreement with
Sofidel America Corporation:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-040124-54

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (this "Agreement") is made and entered into as of this 12th day of December, 2023 by and between PICKAWAY COUNTY, OHIO, a county organized and existing

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pursuant to the constitution and laws of the State of Ohio, through its Board of County Commissioners (the “County”), and SOFIDEL AMERICA CORP. (the “Developer”), a Florida corporation.

WITNESSETH:

WHEREAS, the Developer is the owner of 136.67±-acre parcel of land in the County known as Pickaway County Parcel Number J2400010011806 (“the Property”) (a depiction of which is attached hereto as Exhibit A), which, together with portions of the real property known as J2400010011802 and which are improved with new structures as a part of the Project defined below, constitute “the Project Area”, with each parcel of real property within the Project Area referred to herein as a “Parcel” (whether as presently appearing on the county tax duplicate or as subdivided or combined and appearing on future tax duplicates); and

WHEREAS, to successfully develop the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Exhibit B attached hereto (the “Public Infrastructure Improvements”), which the County and Developer agree will directly benefit the Project Area; and

WHEREAS, the Developer intends to construct, or have constructed, a series of commercial and industrial facilities and related site improvements (collectively, the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”), having an estimated total capital investment for the Project is expected to be at least \$185,000,000; and

WHEREAS, in connection with the development of the Project, the County shall grant exemptions from real property taxes for 100% of the assessed value of new structures constructed on the Parcels for a period of 15 years, and for 100% of the assessed value of remodeling of such structures for a period of 15 years, all pursuant to the Community Reinvestment Area Agreement by and between the County and the Developer dated as of December 12, 2023 (the “CRA Agreement”); and

WHEREAS, the County, by its Resolution No. PC-062723-67 adopted on June 27, 2023 (the “TIF Resolution”), has declared that one hundred percent (100%) of the increase in the assessed value of the Property subsequent to the effective date of the TIF Resolution (each such increase hereinafter referred to as an “Improvement,” as further defined in Section 5709.77(D) of the Ohio Revised Code and the TIF Resolution) is a public purpose and is exempt from taxation for a period commencing for the Property, or any Parcel subdivided from the Property, on the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Property (as it may be subdivided or combined by the Developer or its affiliates or otherwise), or (ii) tax year 2025, and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of Sections 5709.77-81 of the Ohio Revised Code and the TIF Resolution (the “TIF Exemption”); and

WHEREAS, the County and the Developer intend for the CRA Agreement exemptions to take priority over the TIF Resolution exemptions; and

WHEREAS, the County has determined that it is necessary and appropriate and in the best interest of the County to provide for the Developer to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the “Service Payments”) to the Pickaway County Treasurer (the “County Treasurer”), which Service Payments will be (i) distributed, in part, to the Logan Elm Local School District and the Pickaway-Ross Career and Technology Center (collectively, the “School Districts”) in amounts equal to the real property taxes that the School Districts would have received if the Improvements had not been exempted from real property taxation pursuant to the TIF Resolution, (ii) used to pay the costs of Public Infrastructure Improvements; and (iii) used for such other purposes as may be authorized by law, all pursuant to and in accordance with Sections 5709.77-81 of the Ohio Revised Code (collectively, the “TIF Statutes”) and the TIF Resolution and this Agreement; and

WHEREAS, the Pickaway County Board of Commissioners have approved the execution on their behalf, by the President of the Board of Commissioners, of a TIF Agreement with Developer for the Project by Resolution adopted June 27, 2023;

WHEREAS, the parties desire to enter into this Agreement on the terms and conditions hereinafter set forth to provide for the collection of and disbursement of the Service Payments and to facilitate the construction of the Public Infrastructure Improvements, which will directly benefit the Project Area.

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NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Developer to proceed with the construction, financing or both construction and financing of the Public Infrastructure Improvements, and subject to and effective upon the Developer or one of its affiliates acquiring the Project Area, the Developer and the County agree as follows:

Section 1. TIF Exemption and Agreements Related Thereto.

A. In connection with the construction of the Public Infrastructure Improvements, the County, through the TIF Resolution, has granted, among other things, with respect to the Improvements, a one hundred percent (100%) exemption from real property taxation, commencing for the Project Area, or any Parcel subdivided from the Property, that are improved with new structures on the earlier of the first day of (i) the tax year in which there is an Improvement with respect to the Property (as it may be subdivided or combined by the Developer or its affiliates or otherwise), or (ii) tax year 2025., and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the County can no longer require service payments in lieu of taxes, all in accordance with the requirements of TIF Statutes and the TIF Resolution.

B. The County shall perform such acts as are reasonably necessary or appropriate to (i) preserve and maintain the exemptions under the CRA Agreement as exemptions having priority over exemptions established pursuant to the TIF Resolution, and (ii) effect, claim, reserve and maintain the exemptions from real property taxation granted under the TIF Resolution and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 2. Obligation to Make Service Payments.

A. Service Payments. The Developer hereby agrees to make the Service Payments, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Resolution, the provisions of Ohio law relating to real property tax collections, and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to the County Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Parcels, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Resolution and, for each Parcel, will be in the same amount as the real property taxes that would have been charged and payable against the Improvement to that Parcel if it were not exempt from taxation pursuant to the TIF Exemption, including any penalties and interest. The Developer will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Service Payments with respect to any portion of the Improvement to a Parcel, whether pursuant to Section 5709.79 of the Ohio Revised Code or this Agreement, and (ii) to make Service Payments as to any portion of an Improvement that is subject to a CRA Exemption. The school compensation payment required by the CRA Agreement shall not be construed as a "Service Payment" under this paragraph. The County and the Developer agree that the Sofidel II Public Improvement Tax Increment Equivalent Fund referred to in Section 3 of the TIF Resolution (the "TIF Fund") will receive all Service Payments made with respect to the Improvement to each Parcel that are payable to the County.

Notwithstanding any other provision of this Agreement or the TIF Resolution, the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable to the Improvements under Sections 3735.65 through 3735.70 of the Ohio Revised Code.

B. Priority of Lien. The Developer acknowledges, for itself and any and all future Owners, that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for the Property and any Parcels subdivided therefrom will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the Property, Parcels, and any Improvements thereon.

C. Failure to Make Payments. Should Developer fail to make any payment required hereunder, unless such failure is cured by Developer within 30 (thirty) days following receipt of the relevant notice, the Developer shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the County for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the County to enforce the provisions of this Agreement against Developer, as duly documented in writing by the County to the Developer.

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Section 3. Establishment of a TIF Fund by the County; Distribution of Funds. The County agrees that it shall establish the TIF Fund as a depository fund to be held in the custody of the County for the sole purpose of receiving the Service Payments made from the Developer to the County Treasurer and payable to the County. Upon distribution of the Service Payments to the County (after compensation amounts have been paid to the School Districts as set forth in Section 5 of this Agreement or otherwise required by law), those Service Payments shall be deposited to the TIF Fund. Amounts on deposit in the TIF Fund shall be used by the County to pay for or to reimburse itself for the costs of Public Infrastructure Improvements; and for such other purposes as may be authorized by law, all pursuant to and in accordance with Sections 5709.77-81 of the Ohio Revised Code (collectively, the “TIF Statutes”) and the TIF Resolution and this Agreement.

Section 4. Exemption Applications, Maintenance and Notice. In accordance with Ohio Revised Code Sections 5715.27 and 5709.911, the Developer or the County, at the Developer’s request, shall file or cause to be filed an application prepared by the Developer for an exemption from real property taxation (DTE Form 24 or its successor form) with the Pickaway County Auditor (the “County Auditor”) for the Improvements. The Developer and the County agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Resolution and this Agreement.

Section 5. Payments to School Districts. As provided in the TIF Resolution or as otherwise required by law, the School Districts shall receive from the Service Payments, and prior to the deposit of any of those Service Payments into the TIF Fund, an amount equal to the amount that the School Districts would otherwise have received as real property tax payments derived from the Improvements to the Parcels if the Improvements had not been exempt from taxation under the TIF Resolution.

Section 6. Representations of the Parties. The Developer hereby represents that it has full power and authority to enter into this Agreement and carry out its terms. The County hereby represents that the TIF Resolution was passed by the Commissioners on June 27, 2023 and remains in full force and effect, that this Agreement is authorized by the TIF Resolution, and that the County has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder and thereunder. The County further represents and warrants that it shall not take action which would result in a reduction in the period of the TIF Exemption, the percentage of the TIF Exemption, or the amount of Service Payments to be received unless such action shall be permitted by law and not inconsistent with the County’s obligations under this Agreement.

Section 7. Provision of Information. The Developer agrees to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the County to enable the County to submit the status report required by Section 5709.78(H) of the Ohio Revised Code to the Director of the Ohio Department of Development on or before March 31 of each year.

Section 8. Nondiscriminatory Hiring Policy. The Developer agrees to comply with the County’s nondiscriminatory hiring policy adopted pursuant to Ohio Revised Code Section 5709.832 to ensure that recipients of tax exemptions practice nondiscriminatory hiring in their operations. The County will provide a copy of that policy and any updates to that policy to the Developer. In furtherance of that policy, the Developer agrees for itself and each successive owner that they will not deny any individual employment solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 9. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

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To the Developer: Sofidel America Corp.
300 Welsh Road, Building One, Suite200, Horsham, PA 19044

Attn. Mr. Marco Serafini – Ms. Brianna Stoler

To the County: Pickaway County Planning & Development
139 W. Franklin St.
Circleville, OH 43113
Attn: Tim McGinnis, Director

With a Copy to: Frost Brown Todd LLP
10 West Broad Street, 23rd Floor
Columbus, Ohio 43215
Attn: Thaddeus M. Boggs

With a Copy to: Pickaway Progress Partnership
1360 Lancaster Pike, Suite 111
Circleville, Ohio 43113
Attn: Tim Colburn, Executive Director

Section 10. Successors; Assignment; Amendments; County Consents. This Agreement will be binding upon the parties hereto and their successors and assigns. Developer's obligations under this Agreement are absolute and unconditional covenants running with the land and are enforceable by the County. Each Owner further agrees that all covenants herein, including, without limitation, its obligation to make Service Payments, whether or not these covenants are included by Developer in any deed or instrument of conveyance to Developer's successors and assigns, are binding upon each subsequent owner and are enforceable by the County.

The parties may only assign this Agreement with the consent of all parties hereto, which consent shall not be unreasonably withheld; provided, however, the Developer may, without the consent of the County, assign its rights and obligations under this Agreement to any entity controlling, controlled by, or under common control with the Developer and (i) in which the Developer has at least 50% direct or indirect ownership; (ii) that has at least 50% direct or indirect ownership of the Developer; or (iii) that shares at least 50% direct or indirect common ownership with the Developer. This Agreement may only be amended by written instrument executed by all parties to this Agreement.

Section 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the County may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity, and neither the Commissioners nor any County official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the County or the Developer contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Developer shall be binding and enforceable by the County against the Developer with respect to (and only to) the Developer's interest in its portion of the Parcels and the Improvements, or any parts thereof or any interest therein.

Section 12. Events of Default and Remedies.

A. Any one or more of the following constitutes an "Event of Default" under this Agreement:

(i) The Developer or the County fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, the Developer or County shall receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;

(ii) The Developer or the County makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

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- (iii) The Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of its property;
- (iv) The Developer makes a general assignment for the benefit of creditors;
- (v) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or;
- (vi) The Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors;

As used in this Section, "Force Majeure" means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; pandemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by a Developer, the County or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations).

B. General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

C. Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (B) of this Section, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement.

Section 13. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 14. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

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Section 16. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the County, its employees, contractors, subcontractors and agents, the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Pickaway, State of Ohio.

Section 17. Additional Documents. The County, the Developer, and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 18. Recordation. No later than fifteen (15) days following the execution of this Agreement by the Developer and the County the Developer will cause this Agreement to be recorded in the Pickaway County, Ohio real property records on the Property. During the term of this Agreement, Developer and any successor will cause all instruments of conveyance of interests in all or any portion of any Parcel to subsequent mortgagees, successors, lessees, assigns, or other transferees to be made expressly subject to this Agreement; provided, however, that any failure by any owner to make any such instrument of conveyance expressly subject to this Agreement shall not affect the unconditional and binding nature of this Agreement on each such subsequent mortgagee, successor, lessee, or assign.

Section 19. Legislative Approval Required. Developer and the County acknowledge that this Agreement must be approved by formal action of the legislative authority of the County as a condition for the Agreement to take effect.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Compensation Agreement with
Logan Elm Local School District and
Sofidel America Corporation:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-040124-55

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (the "Agreement"), made and entered into as of the 19th day of July, 2023, is between SOFIDEL AMERICA CORP. ("Developer"); the County of Pickaway, Ohio, a county and political subdivision of the State of Ohio (the "County"); and the Board of Education of the Logan Elm Local School District, a local school district and political subdivision of the State of Ohio (the "School District").

WHEREAS, Sections 3735.65 et seq. of the Ohio Revised Code authorize counties to designate unincorporated areas as "community reinvestment areas" ("CRAs") and to grant real property tax exemptions for new construction within a CRA; and

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on "Exhibit A" attached hereto, comprised of the land it designated as the "Southern Pickaway County Community Reinvestment Area" (the "Southern Pickaway CRA") by a resolution adopted October 1, 2019, pursuant to Section 3735.66 of the Ohio Revised Code; and

WHEREAS, Developer intends to construct, or have constructed, a series of commercial and industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") on that 136.67±-acre parcel of land it owns and that is known as Pickaway County Parcel Number J2400010011806, and new construction on portions of the real property currently known as Pickaway County Parcel Number J2400010011802, which

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is depicted in "Exhibit B" ("the Property"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Property is located within the boundaries of the Southern Pickaway CRA, the Logan Elm Local School District, and the Pickaway-Ross Career and Technology Center School District (the "JVSD"); and

WHEREAS, the County has notified the Logan Elm Local School District and the JVSD of its intention to grant real property tax exemptions (collectively, the "CRA Exemption") for fifteen (15) years on 100% of the value of the structures of industrial facilities (but not on the value of the land upon which such facilities are located) to be developed for the Project on the Property (the "CRA Exemption"), all as authorized by Section 3735.671 of the Ohio Revised Code and a CRA Agreement between the County and Developer (the "CRA Agreement"); and

WHEREAS, Sections 5709.77 et seq. of the Ohio Revised Code authorize counties to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exempt from taxation the increase in the true value of the parcel of real property, commencing with the tax year specified that begins after the effective date of the resolution granting the exemption;

WHEREAS, Section 5709.79 of the Ohio Revised Code further authorizes a county to require owners of improvements subject to a tax increment financing tax exemption to make annual service payments to the county in lieu of taxes (the "Service Payments") in the amount of real property taxes which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation;

WHEREAS, Section 5709.80 of the Ohio Revised Code further requires a county receiving Service Payments in lieu of taxes to create a redevelopment tax equivalent fund for deposit of the entire amount of those Service Payments to be used to pay the costs of constructing or repairing the public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by that exemption from taxation;

WHEREAS, the County has notified the Logan Elm Local School District and JVSD of its intention to grant real property exemptions under Section 5709.77 et seq. of the Ohio Revised Code, declaring the improvements made by the Project to be a public purpose and exempting 100% of the incremental value of such improvements on the Property for a period of thirty (30) years (the "TIF Exemption"), and requiring the Developer and its successors to make Service Payments in the amount of taxes which would be payable on the increase in the true value of the Property but for the TIF Exemption, with the Service Payments to be distributed first to the Logan Elm Local School District and JVSD in amounts equal to the real property taxes that the Logan Elm Local School District and JVSD would have received if the improvements had not received the TIF Exemption; and

WHEREAS, the TIF Exemption will be subordinate to the CRA Exemption, such that during the term of the CRA Exemption the Logan Elm Local School District and JVSD will receive distribution of Service Payments relative to the increased land value of the Property, and not relative to the increased value of new construction and remodeling on the Property that is exempted by the TIF Exemption; and

WHEREAS, pursuant to Sections 5709.78 and 5709.82(B) of the Ohio Revised Code, the County and the School District desire to enter into this Compensation Agreement to compensate the School District for the tax revenues forgone as a consequence of the CRA Exemption; and

WHEREAS, the School District's Board of Education on June 26, 2023, adopted a resolution (the "School District Resolution") approving the CRA Exemption on the condition that the parties hereto enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter described, the School District, the Developer, and the County covenant, agree and bind themselves as follows:

Section 1. Approval of the CRA Exemption; Compensation to the School District While CRA Exemption in Effect; Compensation to the School District After Expiration of the CRA Exemption.

A. As provided in the School District Resolution and in consideration of the CRA Compensation (as such term is defined hereinbelow), the School District approves the

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CRA Exemption for one hundred percent (100%) of the value of new construction of a Building that is part of the Project on the Property for a period of fifteen (15) years.

B. As provided in the School District Resolution, the School District hereby acknowledges the TIF Exemption and the related TIF Agreement which provides that the TIF Exemption will be for one hundred percent (100%) of the value of improvements on the Property for a period of thirty (30) years, and that such TIF Exemption will be subordinate to the CRA Exemption.

C. The parties acknowledge that there will be no Service Payments as to the assessed value of any Building on the Exempted Property for any period the assessed value of that Building is subject to the CRA Exemption. In addition to real property taxes and Service Payments that would otherwise be due and payable during the term of the CRA Exemption, the Developer shall annually pay to the School District an amount equal to thirty percent (30%) of the amount of real property taxes that would be owed, for each tax year of the CRA Exemption, to the School District for the value of new construction of Building(s) that is part of the Project on the Property but for the CRA Exemption (these payments hereinafter referred to as the "Compensation Payments"). These Compensation Payments are in lieu of compensation that would otherwise be required by Section 5709.82 of the Revised Code.

D. Following the expiration of the CRA Exemption and the payment of the Compensation Payments associated with the last tax year for which the CRA Exemption applied, Developer shall have no further obligation to make additional Compensation Payments to the School District. For the balance of the TIF Exemption, the Service Payments made by the Developer as a condition of the TIF Exemption shall be the sole source of compensation to the School District for forgone taxes as a result of the TIF Exemption. The County agrees to cooperate in the collection of Service Payments and the distribution thereof to the School District.

Section 2. Payment of Compensation Payments to the School District. Developer shall pay the Compensation Payments to the School District annually, not later than March 1 of each calendar year. The Compensation Payments shall commence in the calendar year following the first tax year for which the CRA Exemption applies to any Building constructed as part of the Project on the Property, and shall cease in the calendar year following the last tax year for which the CRA Exemption applies to any Building constructed as part of the Project on the Property. The Developer shall provide to the School District the information supporting the calculation of the payment amounts.

Section 3. Reconciliation of Payments. In the event the School District disputes or wishes to reconcile the amount of any Compensation Payment, the School District shall request a meeting with Developer for that purpose. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter. In the event that the parties are unable to agree upon a mutually acceptable resolution within forty-five (45) days of the meeting, the parties shall submit the dispute to arbitration with the American Arbitration Association in accordance with its rules. In the event of such a dispute, Developer shall continue to remit the Compensation Payments during the period of such dispute in the amount Developer believes to be accurate. In the event that the resolution of the dispute results in a Compensation Payment that is higher or lower than the payment made by Developer, the difference shall be applied against the next Compensation Payment due to the School District.

Section 4. Amendment; Change of Law. If during the term of this Agreement there is a change of law changing the financial effects of this agreement on the School District (including changes in law for the State Foundation Payment formula) or procedure is substantially modified, replaced, or eliminated, the parties agree to meet to consider those changes and their effects and possible amendments to this Agreement to take those changes into account to establish a revised compensation amount that will keep the School District in substantially the same financial position as if such formula or procedures were not substantially changed. This Agreement may be amended or modified by the parties only in writing, signed by the parties to the Agreement.

Section 5. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed to the following addresses:

To the Developer:

Sofidel America Corp.

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300 Welsh Road, Building One, Suite200, Horsham, PA 19044

Attn. Mr. Marco Serafini – Ms. Brianna Stoler

To the School District: Logan Elm Local School District
9579 Tarlton Road
Circleville, Ohio 43113
Attn: Tim Williams, Superintendent

With a Copy to: Scott Scriven LLP
250 East Broad Street
Suite 900
Columbus, Ohio 43215
Attn: Derek Haggerty

To the County: Pickaway County Planning & Development
139 W. Franklin St.
Circleville, OH 43113
Attn: Tim McGinnis, Director

With a Copy to: Frost Brown Todd LLP
10 West Broad Street, 23rd Floor
Columbus, Ohio 43215
Attn: Thaddeus M. Boggs

And: Pickaway Progress Partnership
1360 Lancaster Pike, Suite 111
Circleville, Ohio 43113
Attn: Tim Colburn, Executive Director

The Parties may change their address for receiving notices and reports by giving written notice of such change to the other.

Section 6. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid, or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or otherwise unlawful. Accordingly, parties hereby agree to change such unconstitutional, invalid, or otherwise unlawful portion of this Agreement to the minimum extent necessary to make it constitutional, valid and lawful taking into consideration the herein original purpose of the parties.

Section 7. Filing of Agreement. The Clerk of the Commissioners shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 10. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the Parties, their agents, successors, or assigns, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Pickaway, State of Ohio.

Section 11. Additional Documents. The County, the Developer, the School District, and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

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Section 12. County Role. The County is a party to this Compensation Agreement for the limited purpose of cooperation by the County Auditor and the County Treasurer in the administration of the Service Payments.

Section 13. Approval of Assignment. This Agreement and the benefits and obligations hereof are not assignable without the approval of the School District. It is expressly agreed that all rights, obligations, duties, and benefits hereunder shall inure to and be binding upon any successors or assigns of the parties.

Section 14. Recordation. No later than fifteen (15) days following the execution of this Agreement by the last party hereto, the Developer will cause this Agreement to be recorded in the Pickaway County, Ohio real property records of the Property.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

In the Matter of
Compensation Agreement with
Pickaway-Ross Career and Technology Center and
Sofidel America Corporation:

Commissioner Harold Henson offered the motion, seconded by Commissioner Gary Scherer, to adopt the following Resolution:

Resolution No.: PC-040124-56

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (the "Agreement"), made and entered into as of the 9th day of November, 2023, is between SOFIDEL AMERICA CORP. ("Developer"); the County of Pickaway, Ohio, a county and political subdivision of the State of Ohio (the "County"); and the Board of Education of the Pickaway-Ross Career and Technology Center, a joint vocational school district and political subdivision of the State of Ohio (the "JVSD").

WHEREAS, Sections 3735.65 et seq. of the Ohio Revised Code authorize counties to designate unincorporated areas as "community reinvestment areas" ("CRAs") and to grant real property tax exemptions for new construction within a CRA; and

WHEREAS, the County has determined to encourage the development of real property and the acquisition and installation of personal property in the area identified on "Exhibit A" attached hereto, comprised of the land it designated as the "Southern Pickaway County Community Reinvestment Area" (the "Southern Pickaway CRA") by a resolution adopted October 1, 2019, pursuant to Section 3735.66 of the Ohio Revised Code; and

WHEREAS, Developer intends to construct, or have constructed, a series of commercial and industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building") on that 136.67±-acre parcel of land it owns and that is known as Pickaway County Parcel Number J2400010011806, and new construction on portions of the real property currently known as Pickaway County Parcel Number J2400010011802, which is depicted on "Exhibit B" ("the Property"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Property is located within the boundaries of the Southern Pickaway CRA, the Logan Elm Local School District, and the JVSD; and

WHEREAS, the County has notified the Logan Elm Local School District and the JVSD of its intention to grant real property tax exemptions (collectively, the "CRA Exemption") for fifteen (15) years on 100% of the value of the structures of industrial facilities (but not on the value of the land upon which such facilities are located) to be developed for the Project on the Property (the "CRA Exemption"), all as authorized by Section 3735.671 of the Ohio Revised Code and a CRA Agreement between the County and Developer (the "CRA Agreement"); and

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WHEREAS, Sections 5709.77 et seq. of the Ohio Revised Code authorize counties to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exempt from taxation the increase in the true value of the parcel of real property, commencing with the tax year specified that begins after the effective date of the resolution granting the exemption;

WHEREAS, Section 5709.79 of the Ohio Revised Code further authorizes a county to require owners of improvements subject to a tax increment financing tax exemption to make annual service payments to the county in lieu of taxes (the "Service Payments") in the amount of real property taxes which would be payable on the increase in the true value of the parcel of property but for the exemption from taxation;

WHEREAS, Section 5709.80 of the Ohio Revised Code further requires a county receiving Service Payments in lieu of taxes to create a redevelopment tax equivalent fund for deposit of the entire amount of those Service Payments to be used to pay the costs of constructing or repairing the public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts impacted by that exemption from taxation;

WHEREAS, the County has notified the Logan Elm Local School District and JVSD of its intention to grant real property exemptions under Section 5709.77 et seq. of the Ohio Revised Code, declaring the improvements made by the Project to be a public purpose and exempting 100% of the incremental value of such improvements on the Property for a period of thirty (30) years (the "TIF Exemption"), and requiring the Developer and its successors to make Service Payments in the amount of taxes which would be payable on the increase in the true value of the Property but for the TIF Exemption, with the Service Payments to be distributed first to the Logan Elm Local School District and JVSD in amounts equal to the real property taxes that the Logan Elm Local School District and JVSD would have received if the improvements had not received the TIF Exemption; and

WHEREAS, the TIF Exemption will be subordinate to the CRA Exemption, such that during the term of the CRA Exemption the Logan Elm Local School District and JVSD will receive distribution of Service Payments relative to the increased land value of the Property, and not relative to the increased value of new construction and remodeling on the Property that is exempted by the TIF Exemption; and

WHEREAS, pursuant to Sections 5709.78 and 5709.82(B) of the Ohio Revised Code, the County and the JVSD desire to enter into this Compensation Agreement to compensate the JVSD for the tax revenues forgone as a consequence of the CRA Exemption; and

WHEREAS, the JVSD's Board of Education on August 3, 2023, adopted a resolution (the "JVSD Resolution") approving the CRA Exemption on the condition that the parties hereto enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter described, the JVSD, the Developer, and the County covenant, agree and bind themselves as follows:

Section 1. Approval of the CRA Exemption; Compensation to the JVSD While CRA Exemption in Effect; Compensation to the JVSD After Expiration of the CRA Exemption.

- A. As provided in the JVSD Resolution and in consideration of the CRA Compensation (as such term is defined hereinbelow), the JVSD approves the CRA Exemption for one hundred percent (100%) of the value of new construction of a Building that is part of the Project on the Property for a period of fifteen (15) years.
 - B. As provided in the JVSD Resolution, the JVSD hereby acknowledges the TIF Exemption and the related TIF Agreement which provides that the TIF Exemption will be for one hundred percent (100%) of the value of improvements on the Property for a period of thirty (30) years, and that such TIF Exemption will be subordinate to the CRA Exemption.
 - C. The parties acknowledge that there will be no Service Payments as to the assessed value of any Building on the Exempted Property for any period the assessed value of that Building is subject to the CRA Exemption. In addition to real property taxes and Service Payments that would otherwise be due and payable during the term of the CRA Exemption, the Developer shall annually pay to the JVSD an amount equal to thirty percent (30%) of the amount of real property taxes that would be owed, for each tax year of the CRA Exemption, to the JVSD for the value of new construction of Building(s) that is part of the Project on the Property but for the CRA Exemption (these payments hereinafter referred to as the

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“Compensation Payments”). These Compensation Payments are in lieu of compensation that would otherwise be required by Section 5709.82 of the Revised Code.

D. Following the expiration of the CRA Exemption and the payment of the Compensation Payments associated with the last tax year for which the CRA Exemption applied, Developer shall have no further obligation to make additional Compensation Payments to the JVSD. For the balance of the TIF Exemption, the Service Payments made by the Developer as a condition of the TIF Exemption shall be the sole source of compensation to the JVSD for forgone taxes as a result of the TIF Exemption. The County agrees to cooperate in the collection of Service Payments and the distribution thereof to the JVSD.

Section 2. Payment of Compensation Payments to the JVSD. Developer shall pay the Compensation Payments to the JVSD annually, not later than March 1 of each calendar year. The Compensation Payments shall commence in the calendar year following the first tax year for which the CRA Exemption applies to any Building constructed as part of the Project on the Property, and shall cease in the calendar year following the last tax year for which the CRA Exemption applies to any Building constructed as part of the Project on the Property. The Developer shall provide to the JVSD the information supporting the calculation of the payment amounts.

Section 3. Reconciliation of Payments. In the event the JVSD disputes or wishes to reconcile the amount of any Compensation Payment, the JVSD shall request a meeting with Developer for that purpose. Within fifteen (15) days thereafter or such longer period as may be mutually agreed upon, the parties shall meet to discuss and reconcile or resolve the matter. In the event that the parties are unable to agree upon a mutually acceptable resolution within forty-five (45) days of the meeting, the parties shall submit the dispute to arbitration with the American Arbitration Association in accordance with its rules. In the event of such a dispute, Developer shall continue to remit the Compensation Payments during the period of such dispute in the amount Developer believes to be accurate. In the event that the resolution of the dispute results in a Compensation Payment that is higher or lower than the payment made by Developer, the difference shall be applied against the next Compensation Payment due to the JVSD.

Section 4. Amendment; Change of Law. If during the term of this Agreement there is a change of law changing the financial effects of this agreement on the JVSD (including changes in law for the State Foundation Payment formula) or procedure is substantially modified, replaced, or eliminated, the parties agree to meet to consider those changes and their effects and possible amendments to this Agreement to take those changes into account to establish a revised compensation amount that will keep the JVSD in substantially the same financial position as if such formula or procedures were not substantially changed. This Agreement may be amended or modified by the parties only in writing, signed by the parties to the Agreement.

Section 5. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, addressed to the following addresses:

To the Developer: Sofidel America Corp.
300 Welsh Road, Building One, Suite200, Horsham, PA 19044

Attn. Mr. Marco Serafini – Ms. Brianna Stoler

To the JVSD: Pickaway-Ross Career and Technology Center
895 Crouse Chapel Road
Chillicothe, Ohio 45601
Attn: Jonathan Davis, Superintendent

With a Copy to: Scott Scriven LLP
250 East Broad Street
Suite 900
Columbus, Ohio 43215
Attn: Derek Haggerty

To the County: Pickaway County Planning & Development
139 W. Franklin St.
Circleville, OH 43113
Attn: Tim McGinnis, Director

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With a Copy to: Frost Brown Todd LLP
10 West Broad Street, 23rd Floor
Columbus, Ohio 43215
Attn: Thaddeus M. Boggs

And: Pickaway Progress Partnership
1360 Lancaster Pike, Suite 111
Circleville, Ohio 43113
Attn: Tim Colburn, Executive Director

The Parties may change their address for receiving notices and reports by giving written notice of such change to the other.

Section 6. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid, or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or otherwise unlawful. Accordingly, parties hereby agree to change such unconstitutional, invalid, or otherwise unlawful portion of this Agreement to the minimum extent necessary to make it constitutional, valid and lawful taking into consideration the herein original purpose of the parties.

Section 7. Filing of Agreement. The Clerk of the Commissioners shall file an executed copy of this Agreement with both the County Auditor and the County Treasurer.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties.

Section 10. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the Parties, their agents, successors, or assigns, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Pickaway, State of Ohio.

Section 11. Additional Documents. The County, the Developer, the JVSD, and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 12. County Role. The County is a party to this Compensation Agreement for the limited purpose of cooperation by the County Auditor and the County Treasurer in the administration of the Service Payments.

Section 13. Approval of Assignment. This Agreement and the benefits and obligations hereof are not assignable without the approval of the JVSD.

Section 14. Recordation. No later than fifteen (15) days following the execution of this Agreement by the last party hereto, the Developer will cause this Agreement to be recorded in the Pickaway County, Ohio real property records of the Property.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Attest: Angela Karr, Clerk

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In the Matter of
Weekly Dog Warden Report:

The weekly report for the Wright Poling/Pickaway County Dog Shelter was filed for the week ending March 30, 2024.

A total of \$695 was reported collected as follows: \$90 in dog license; \$15 in dog license late penalty; \$360 in adoptions; \$80 in transfer-out rescue and \$150 in microchip fees.

Two (2) stray dogs were processed in; six (6) dogs were adopted.

With there being no further business brought before the Board, Commissioner Scherer offered the motion, seconded by Commissioner Wippel, to adjourn.

Voting on the motion was as follows: Commissioner Wippel, yes; Commissioner Henson, yes; Commissioner Scherer, yes. Voting No: None. Motion carried.

Jay H. Wippel, President

Harold R. Henson, Vice President

Gary K. Scherer, Commissioner
BOARD OF COUNTY COMMISSIONERS
PICKAWAY COUNTY, OHIO

Attest: Angela Karr, Clerk