

**Regular Meeting #5 - 2024**  
**Fairfield County Commissioners' Office**  
**February 6, 2024**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; County Auditor, Dr. Carri Brown; Clerk of Courts, Brandon Meyer; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell, and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Chief Deputy Treasurer, Michael Kaper; Engineer's Deputy Director of Operations, Jason Grubb; Health Commissioner, Joe Ebel; and Budget Clerk, Staci Knisley. Also present: Sherry Pymer, Nick Bundren, Stephanie Taylor, Brandy Marshall, Rachel Moresea, Josh Stevens, Chris Snider, Ray Stemen, Judy Stemen, Paris Walker, Betty Bennett, Butch Price, and Jo Price.

Virtual attendees: Josh Horacek, Nic, Shelby Hunt, Jared Collins, Toni Ashton, Beth Cottrell, Belinda Nebbergall, Jeff Barron, Greg Forquer, Lisa Thomas, Ashley Arter, Abby King, Lynette Barnhart, Jessica Murphy, Sara Madenwald, Leighann Adams, Britney Lee, Michelle Carper, Amy Brown-Thompson, Arika Farrar, Andrea Spires, Brian Wolfe, Shannon Carter, Christina Foster, Tiffany Daniels, Stacy Hicks, Lori Hawk, and Tony Vogel.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

**Healthy Aging Grant Recognized**

Heather O'Keefe introduced Health Commissioner, Joe Ebel and added that the Fairfield County Health Department was a Healthy Aging Grant Award recipient.

Mr. Ebel stated the Health Department received \$60,000 to repair and replace sewage systems for seniors and disabled individuals with the intent of helping to keep them in their homes.

Commissioner Fix inquired as to how many individuals are on the waiting list for assistance with sewage system repairs or replacement.

Mr. Ebel replied that there are nine individuals on the waiting list and provided the following information: The Department has three projects in mind for individuals sixty years of age and older, and the average whole system repair is \$25,000 but it is less expensive when only a partial repair is required.

Ms. O'Keefe stated that funding for assistance with sewage systems is unique and there is not a lot of funding available. She then introduced Brenda Swiger with Naviguide, another Healthy Aging Grant Award recipient.

Ms. Swiger spoke about Naviguide, a subsidized senior living facility with 33-35 residents in Pickerington. She stated that the grant request was for funding to buy food and personal care items for the residents who often must choose medications over purchasing items they need. Ms. Swiger added that Naviguide is partnering with grocery stores to have items delivered to the residents and that not all the residents are able to drive, and therefore are unable to get to the food pantry or grocery store.

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Commissioner Fix stated that as a resident of Pickerington, he was most appreciative that Naviguide was working to take care of area seniors.

Ms. O'Keefe stated that the grant requirements specified that 25% of the funding must be food related.

Josh Stevens from the Fairfield Center for Independence spoke about being awarded Healthy Aging Grant monies to purchase iPads for seniors to use at the Center.

**Budget Review – Fourth Quarter, Bart Hampson**

Mr. Hampson presented the 2023 End-of-Year Budget results and provided a PowerPoint presentation which is available in the minutes. Mr. Hampson spoke about the 2023 financial forecasts and trends and provided an explanation of the revenue categories. He added that the 2022 revenues were over \$64.6M and 2023 over \$66.6M

Commissioner Davis explained his concerns regarding future forecasting due to potential federal cuts.

Mr. Hampson continued speaking about revenue highlights including investment earnings, property and sales tax, and the Homestead Rollback. He also spoke about title surplus transfers, conveyance fees, fees for services, and jail rental income, all areas where revenues decreased. Mr. Hampson added the following: only four counties in the state have a lower sales tax rate than Fairfield County, the county will continue to monitor sales tax revenue since the increase has slowed, personnel services make up the largest expense, and expenses average an increase of 12.4% year-over-year.

Commissioner Davis thanked Bart for his work and his presentation.

**Public Comments**

Ray Stemen of Lancaster spoke about solar energy and loans for farmers and offered a prayer for government leadership.

Paris Walker of Canal Winchester spoke about jobs and Local 423, who partners with the Eastern Cottontail project. He stated that 600-700 men and women are working on this project and are working in safe environments where they are earning a good wage. He added that Ohio imports 20-25% of its energy from outside of Ohio and should embrace the opportunity for homegrown energy.

Stephanie Taylor of Habitat for Humanity of Southeast Ohio spoke about hosting Career Centers from Springfield and Dayton at the Fairfield County Workforce Center and added that it was a great opportunity to show the vocational schools what Fairfield County and the Habitat for Humanity are doing. She further added that many schools do not provide the programs that are provided at the Workforce Center. Ms. Taylor stated that Habitat for Humanity of Southeast Ohio builds two homes a year in Fairfield County and is at the top in home productions and is sixth in home programs.

Sherry Pymer of Walnut Townships spoke about her opposition to solar energy and provided handouts that are available in the minutes. She also spoke about repairing broken solar panels and about a township who is planning to write a resolution asking for exclusionary solar zones.

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Nick Bundren with the Ohio Land and Liberty Coalition stated that Central Ohio is booming, and energy sources are needed to continue powering the state. He spoke about the negatives of other power sources and asked the Commissioners to consider the rights of property owners.

Judy Stemen of Lancaster spoke about her opposition to mRNA vaccinations and about funding provided to illegal immigrants. She also spoke about her disappointment in the WWHO and in the United Nations.

**Legal Update**

There was no legal update.

**County Administration Update**

- *The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise noted.*

**Week in Review**

*Everybody Loves Transit*

Ohio Loves Transit week is February 11-17, 2024. The Lancaster-Fairfield Transit Authority hosted a ride-along yesterday, February 5<sup>th</sup> on the Pickerington Loop. Commissioner Davis and I joined Representative LaRe on the ride-along. The Transit Authority will post pictures next week on social media of their drivers, riders, and the community.

*Guest Hosts Wanted for Wheel of Fortune at the Fairfield County Juvenile Court Resource Center!*

Fairfield County Juvenile Court Resource Center hosts Wheel of Fortune on rotating Thursdays. They welcome a guest host (or multiple hosts) to join as our Reporting Services youth play Wheel of Fortune. There are several dates available. Total time commitment is approximately 45 minutes (4:15-5:00 p.m. during the school year or 12:00-12:45 in the summer.) Resource Center staff are present and jump in whenever needed to assist with the game, engage the youth, etc. The main role of the guest hosts is to be themselves--engaging, kind-hearted community members who want to see at-risk youth gain the positive resources, skills, and connections they need to experience improved outcomes in their daily lives.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 8 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution authorizing a Solar Power Interconnect Agreement with South Central Power. This is an addendum agreement due to the two solar panels installed but not previously connected at the Liberty Center One-Stop building.

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- A resolution to approve a change order for additional pipe and additional services for the Village of Baltimore CDBG Water Improvement Project. The change order adds \$8497 to the original contract price of \$129,613, which is still under the total CDBG grant awarded amount of \$170,000.

Commissioner Davis clarified that solar panels are not being installed on the Administrative Courthouse as indicated in the NBC4 news clip from the prior week. The Commissioner added that the county does have solar panels at the One Stop building. He further added that there is a difference between South Central and AEP and the ROI analysis.

**Budget Review**

- Budget Director, Bart Hampson, had no additional update.

**Calendar Review/Invitations Received**

- *A review of the calendar and invitations received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*
  - Greenfield Township Meeting, February 6, 2024, 2:30 p.m., Commissioners' Conference Room, 210 E. Main St., Third Floor, Lancaster
  - Pleasant Township Meeting, February 6, 2024, 3:30 p.m., Commissioners' Conference Room, 210 E. Main St., Third Floor, Lancaster
  - Hocking Township Meeting, February 6, 2024, 4:30 p.m., Commissioners' Conference Room, 210 E. Main St., Third Floor, Lancaster
  - Regional Planning Commission Meeting, February 6, 2024, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - Indigent Defense Study Task Force, February 8, 2024, 10:00 a.m., Location TBD
  - MCJDC Board of Trustees Meeting, February 9, 2024, 9:00 a.m., MCJDC, 923 Liberty Dr., Lancaster
  - MCJDC Joint Board of Commissioners Meeting, February 9, 2024, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster
  - Meals on Wheels Community Champions Week, March 18-22, 2024, [www.marchformeals.com](http://www.marchformeals.com)

**Correspondence**

- *A review of correspondence received was provided by Ms. Menningen.*
  - City of Lancaster Law Director and City Prosecutor 2023 Annual Report
  - Letters from Residents Regarding Industrial Solar Projects
  - Ohio Department of Taxation Notice of Journal Entry Number 24-01-0032, January 24, 2024, Regarding Real Property Reappraisals and the Next Triennial
  - Fairfield County Municipal Court, Criminal/Traffic Division, Report for Fees Collected January 2024
  - Fairfield County Auditor's Office: Just the Facts, January 31, 2024, Subject: Violet Township Fire & EMS Protection Ballot Issue

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- For Immediate Release, Office of the County Auditor, February 1, 2024, “Fairfield County Auditor Participates in Project to Support Statewide Parcel Data Management”
- Fairfield County Auditor’s Office: Wins of the Week, February 1, 2024
- Memo, Fairfield County Auditor, February 1, 2024, Subjects: Updated Staff Directory; February Map of the Month; GIS Collaborates for Public Safety; Board of Revision Online Case Files; and Thank You
- “Auditor’s Ledger: News from the County Auditor’s Office”, January 2024

**Old Business**

Commissioner Fix stated that he attended a BAA meeting and an Ohio Chamber of Commerce Housing Summit the previous week and information provided was that the demand for new homes in Central Ohio is an additional 18,000 new homes per year and there are only 12,000 being built. He added that this will cause development and employment issues, and that a shortage of housing equals a shortage of employees for businesses.

Commissioner Davis stated he had the opportunity to attend a fundraising event for the Lighthouse and added that the event was incredibly well done and had 320 people in attendance. He also added that the Lighthouse is primarily funded through VOCA and that the event was the most successful fundraising event the Lighthouse has had. Commissioner Davis also thanked Staci Knisley for providing him with material to present to the Legislative Task Force.

**New Business**

Commissioner Davis stated that Big Brothers Big Sisters of Fairfield County is hosting a comedy show fund raising event for the agency.

Commissioner Levacy thanked Commissioner Davis for his participation on the Indigent Defense Task Force.

Auditor Brown thanked all involved for their collaboration in correcting the error on the tax bills. She added that the error related to a City of Lancaster Street Levy and spoke about the efforts to correct the error on the second half tax bills. Auditor Brown added that the Department of Taxation will need to approve the language on the updated second half tax bills and that there is one space on the tax bill where the adjustment can be located. The Auditor spoke about a possible call center that would be open in June or July and added that the City of Lancaster had not yet budgeted the Street Levy money.

Commissioner Davis thanked Auditor Brown for her report and added that he had the opportunity to speak with the Auditor and Treasurer earlier about the tax bill error. The Commissioner added that he is concerned about the folks who do not have their taxes escrowed and will need to make the second half payment in full. He asked that special attention be provided to those individuals.

Auditor Brown stated that the effort to reach out to individuals who are out of the country or deployed had already begun. She further stated that calls had been received from people who travel out of state during the time around tax bills-due dates.

Commissioner Fix asked how the Auditor’s Office will be communicating the information to the citizens of Lancaster who are affected.

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Auditor Brown stated that the tax bills that will be sent in June will be approved by the Department of Taxation. Once the language is approved, the Auditor's Office will get the information on the website and reach out to the residents that are impacted by the error.

Commissioner Fix stated his concern regarding the timeline for a response from the state and added he believes it is worth reaching out to those impacted individually to explain that a mistake was made and to explain how it will be fixed on the second half tax bill.

Auditor Brown stated she wants to make sure the language is consistent with what the state will approve and added that it does not mean we cannot start having conversations with individuals impacted. She added that the Department of Taxation relayed that they would provide a quick response to the proposed language.

Steven Darnell stated that this is a highly technical area of law with time parameters and added that formal tax bill communications must be reviewed by the Tax Commissioner of Ohio.

Commissioner Fix stated he wishes to be transparent and to communicate with people that this was a human error and added that he would like to also communicate the specifics of the errors and the corrections.

Auditor Brown stated that she is not at all opposed to providing additional communications and added that there are other smaller tax adjustments being worked on by staff.

Treasurer Bahnsen thanked the Auditor for letting him and his department know about the error. He added that the ability to make the adjustment in the second half of the tax year was a good resolution and further added that there were about 16,000 parcels affected by the error. He stated his concern for those affected who pay the entire tax bill for the year in the first half and then are unaware that there are additional monies due. Treasurer Bahnsen spoke about the importance of complete transparency and how his office strives for accuracy.

Commissioner Fix asked if it is possible to pay a portion of the amount owed at this time.

Treasurer Bahnsen stated that taxpayers can go online and see what is owed.

Commissioner Davis stated he was briefed the previous week and added that it is good that in less than a week, conversations are taking place regarding solutions. He thanked the Auditor, Treasurer, Prosecutors, and their staff for their quick responses in helping to find solutions and added that he hopes we are all helpful to those that may have delays in paying the remaining balance.

Commissioner Levacy asked if the tax error was specific to the Lancaster Street Levy.

Auditor Brown stated that the error is specific to the replacement street levy for the City of Lancaster and added that she is also appreciative of the quick responses and collaborations. The Auditor continued by speaking about the \$2 million tax credit for the Shumaker Building and a Wagnalls Memorial Library event. She thanked IT for their assistance in accessing documents from former employees and welcomed Kayla Speakman back to work, who was injured in a crosswalk.

Clerk of Courts Meyer stated that Lighthouse fundraiser was a great event.

Recorder McKenzie spoke about the property fraud alert program and the great responses her office has received regarding the veterans' cards that her office issues. She added that the card is another piece of identification that veterans can carry proudly.

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Commissioner Levacy thanked the Recorder's Office for offering that extra service to veterans.

Commissioner Davis stated he participates in the Treasurer's escrow account program which withdraws money from his account monthly for his property taxes and asked if those impacted by the tax bill error, who escrow, will receive a corrected bill.

Treasurer Bahnsen stated they are already working on having that adjustment reflected in the system to withdraw automatically and that the information will be sent to the banks for the adjustment in March.

Joe Ebel recalled the Community Health Assessment survey where transportation was indicated as one of the primary impacts on public health.

Commissioner Davis stated he witnessed what a deviated transit route entails and spoke about the importance of being able to provide this for individuals who rely on transit for things such as doctor visits.

Commissioner Levacy stated he is not convinced that people at the state level are aware of the severity of inadequate public transportation.

Jon Kochis stated he will be holding the pre bid meeting for renovations at the workforce center and added he is close to holding the pre-bid meeting for the airport hangars.

Corey Clark announced that Fairfield County JFS is the fourth county to participate in the Sobriety, Treatment, and Reducing Trauma (START) program and will be visited by PCSAO to recognize their participation.

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Jeff Fix, Steve Davis, and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; County Auditor, Dr. Carri Brown; Clerk of Courts, Brandon Meyer; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorneys, Amy Brown-Thompson, Steven Darnell, and Austin Lines; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; EMA and Facilities Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; FCFC Manager, Tiffany Wilson; Chief Deputy Treasurer, Michael Kaper; Engineer's Deputy Director of Operations, Jason Grubb; Health Commissioner, Joe Ebel; and Budget Clerk, Staci Knisley. Also present: Sherry Pymer, Nick Bundren, Stephanie Taylor, Brandy Marshall, Rachel Moresea, Josh Stevens, Chris Snider, Ray Stemen, Judy Stemen, Paris Walker, Betty Bennett, Butch Price, and Jo Price.

Virtual attendees: Josh Horacek, Nic, Shelby Hunt, Jared Collins, Toni Ashton, Beth Cottrell, Belinda Nebbergall, Jeff Barron, Greg Forquer, Lisa Thomas, Ashley Arter, Abby King, Lynette Barnhart, Jessica Murphy, Sara Madenwald, Leighann Adams, Britney Lee, Michelle Carper, Amy Brown-Thompson, Arika Farrar, Andrea Spires, Brian Wolfe, Shannon Carter, Christina Foster, Tiffany Daniels, Stacy Hicks, Lori Hawk, and Tony Vogel.

**Pledge of Allegiance**

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

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**Announcements**

Clerk Menningen stated that resolution 2024-02.06.g had been removed from the voting pattern and was slated to be on the February 13, 2024, agenda.

**Approval of Minutes for January 30, 2024**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, January 30, 2024, meeting.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from the Fairfield County Auditor - Payroll**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Payroll:

2024-02.06.a        A Resolution Authorizing a Memo Expense Memo Receipt for the General Fund 2% Administration fee for Managing the County Self-Insurance Program, Fund# 5376 to General #1001

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from Fairfield County Emergency Management**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Emergency Management:

2024-02.06.b        A Resolution Authorizing the Approval of an Advance from the General Fund to EMA – Fund 2890, Sub Fund 8324, Hazardous Materials Emergency Planning Grant (HMEP)

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from Fairfield County Engineer**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Engineer:

2024-02.06.c        A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund 2050 for Annual Inspections in Various Subdivisions as of 01/30/2024

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from Fairfield County Facilities**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Facilities:

2024-02.06.d        A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement between South Central Power and the Commissioners



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Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of Resolutions from Fairfield County Job and Family Services**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from Fairfield County Job and Family Services:

- 2024-02.06.e      A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to the Fairfield County Health Department as a Memo Expenditure for Fund #2072, Public Children's Services
- 2024-02.06.f      A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from the Fairfield County Regional Planning Commission**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Regional Planning Commission:

- 2024-02.06.h      A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Baltimore Waterline Improvement Project.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of the Payment of Bills**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

- 2024-02.06.i      A Resolution Authorizing the Approval of the Payment of Invoices for Departments that Need Board of Commissioners' Approval

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Adjournment**

With no further business, on the motion of Jeff Fix and the second of Dave Levacy, the Board of Commissioners voted to adjourn at 10:24 a.m.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

The next Regular Meeting is scheduled for 9:00 a.m. on Tuesday, February 13, 2024, in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH.





# AGENDA

## BOARD OF COMMISSIONERS

Commissioners:  
Steven A. Davis  
Jeffrey M. Fix  
David L. Levacy

**Tuesday, February 6, 2024**  
**9:00 a.m.**

County Administrator  
Aundrea N. Cordle

Deputy County Administrator  
Jeffrey D. Porter

Clerk  
Rochelle Menningen

### 1. Review

Purpose of Review Meeting: *To prepare for formal actions of county business, such as Commission resolutions, and to provide a time for county leadership to connect about matters of county business.*

### 2. Welcome

### 3. Healthy Aging Grant Recipients Recognized, JFS Deputy Director, Heather O’Keefe United Church Homes/Naviguide, Brenda Swiger

### 4. Budget Review – Fourth Quarter, Bart Hampson

### 5. Public Comments

Purpose of Public Comments: *This is a time for voters and taxpayers (members of the public) to provide comments. There is a time limit of 3 minutes. While this is a time for comments to be provided, it is not a time for questions and answers. The Commission has a full agenda of county business.*

### 6. Legal Update

### 7. County Administration Update

- a. Week in Review
- b. Highlights of Resolutions
- c. Budget Review
- d. Recognitions/Thank-Yous
- e. Calendar Review/ Invitations Received
  - i. Greenfield Township Meeting, February 6, 2024, 1:00 p.m., Commissioners’ Conference Room, 210 E. Main St., Third Floor, Lancaster
  - ii. Pleasant Township Meeting, February 6, 2024, 2:00 p.m., Commissioners’ Conference Room, 210 E. Main St., Third Floor, Lancaster
  - iii. Hocking Township Meeting, February 6, 2024, 3:00 p.m., Commissioners’ Conference Room, 210 E. Main St., Third Floor, Lancaster
  - iv. Regional Planning Commission Meeting, February 6, 2024, 6:00 p.m., Fairfield County Records Center, 138 W. Chestnut St., Lancaster
  - v. Indigent Defense Study Task Force, February 8, 2024, 10:00 a.m., Location TBD
  - vi. MCJDC Board of Trustees Meeting, February 9, 2024, 9:00 a.m., MCJDC, 923 Liberty Dr., Lancaster
  - vii. MCJDC Joint Board of Commissioners Meeting, February 9, 2024, 10:30 a.m., MCJDC, 923 Liberty Dr., Lancaster

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# A G E N D A

## B O A R D O F C O M M I S S I O N E R S

**Commissioners:**  
Steven A. Davis  
Jeffrey M. Fix  
David L. Levacy

**County Administrator**  
Aundrea N. Cordle

**Deputy County Administrator**  
Jeffrey D. Porter

**Clerk**  
Rochelle Menningen

viii. Meals on Wheels Community Champions Week, March 18-22, 2024, [www.marchformeals.com](http://www.marchformeals.com)

f. Correspondence

- i. City of Lancaster Law Director and City Prosecutor 2023 Annual Report
- ii. Letters from Residents Regarding Industrial Solar Projects
- iii. Ohio Department of Taxation Notice of Journal Entry Number 24-01-0032, January 24, 2024, Regarding Real Property Reappraisals and the Next Triennial
- iv. Fairfield County Municipal Court, Criminal/Traffic Division, Report for Fees Collected January 2024
- v. Fairfield County Auditor's Office: Just the Facts, January 31, 2024, Subject: Violet Township Fire & EMS Protection Ballot Issue
- vi. For Immediate Release, Office of the County Auditor, February 1, 2024, "Fairfield County Auditor Participates in Project to Support Statewide Parcel Data Management"
- vii. Fairfield County Auditor's Office: Wins of the Week, February 1, 2024
- viii. Memo, Fairfield County Auditor, February 1, 2024, Subjects: Updated Staff Directory; February Map of the Month; GIS Collaborates for Public Safety; Board of Revision Online Case Files; and Thank You
- ix. "Auditor's Ledger: News from the County Auditor's Office", January 2024

### 8. Old Business

### 9. New Business

- a. Updates from Elected Officials in Attendance

### 10. Regular (Voting) Meeting

### 11. Adjourn

S E R V E • C O N N E C T • P R O T E C T

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 1.31.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,824,843.41 has been appropriated, \$18,778,072.56 expended, \$5,211,143.71 encumbered or obligated.

<b>12Project/Category</b>		<b>As of 1/31/24 Appropriations</b>	<b>As of 1/31/24 Expenditure</b>	<b>As of 1/31/24 Obligation</b>
<b>Public Health</b>				
R15a	Public Health, PPE	199.90	199.90	0.00
R16a	Public Health, Medical Expenses	206,838.33	206,838.33	0.00
R16b	Public Health, COVID Medial Costs County Benefits Program	399,949.66	399,949.66	0.00
R17a	Public Health, Vaccination Clinic and Related Expenses	66,362.57	66,362.57	0.00
R17b	Public Health, Capital Investments and Public Facilities of the County	3,490,552.26	3,402,130.19	88,422.07
R17c	Public Health, Capital Investment for Air Quality Improvements	56,674.00	56,674.00	0.00
R17d	Public Health, Capital Investment for Health Equipment, Mobile Morgue	49,498.87	49,498.87	0.00
R17e	Public Health, Capital Investment for Sheriff Cruiser to Respond to Increased Violence	54,250.98	54,250.98	0.00
R18a	Professional Communications on Behalf of the Board of Health	34,577.94	34,577.94	0.00
R18b	Public Health, Creation of a Community Health Assessment (CHA)	48,943.10	48,943.10	0.00
R19a	Public Safety Payroll Support	1,600,361.39	1,372,058.91	0.00
R19b	Public Health Payroll Support	185,406.39	185,406.39	0.00
R19c	Other Public Sector Payroll Support	290,060.11	210,377.77	0.00
R110a	Mental and Behavioral Health	0.00	0.00	0.00
<b>Subtotal Public Health</b>		<b>6,483,675.50</b>	<b>6,087,268.61</b>	<b>88,422.07</b>
<b>Negative Economic Impacts</b>				
R210a	Emergency Assistance for Non-Profit Organizations, a Subgrant to the City of Lancaster	0.00	0.00	0.00
R210b	Emergency Assistance for Non-Profits, Subgrant The Lighthouse	120,000.00	120,000.00	0.00
R210c	Salvation Army	500,000.00	500,000.00	0.00
R210d	Habitat for Humanity	610,000.00	610,000.00	0.00

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 1.31.2024.**

From the \$30,606,902.00 received as the first and second tranche of fiscal recovery funds. \$27,824,843.41 has been appropriated, \$18,778,072.56 expended, \$5,211,143.71 encumbered or obligated.

Project/Category		As of 1/31/24 Appropriations	As of 1/31/24 Expenditure	As of 1/31/24 Obligation
R210e	ADAMH/LSS Housing Projects	3,000,000.00	748,622.88	2,251,377.12
R211a	Subgrant for Tourism, Support for the Fairfield County Fair	499,996.00	499,996.00	0.00
R211b	Aid to Tourism, Travel, Hospitality	18,278.01	18,278.01	0.00
R29a	Emergency Assistance Business Planning	146,829.87	146,829.87	0.00
R213a	Support for Agriculture and the Growing Community	35,000.00	35,000.00	0.00
R213b	Technical Assistance for Townships & Others	400,000.00	224,354.84	175,000.00
R213c	Contracts for Services to Support Residents Suffering Effects of the Pandemic	71,240.00	71,240.00	0.00
<b>Subtotal Negative Economic Impacts</b>		5,401,343.88	2,947,321.60	2,426,377.12
R310a	Housing Support, Affordable Housing Strategic Plan	39,554.00	39,554.00	0.00
<b>Subtotal Services Disproportionately Impacted Communities</b>		39,554.00	39,554.00	0.00
<b>Premium Pay</b>				
R41a	Premium Pay, Premium Pay for Emergency Management Agency Workers	27,907.72	27,907.72	0.00
<b>Subtotal Premium Pay</b>		27,907.72	27,907.72	0.00
<b>Infrastructure</b>				
R52a	Clean Water: Centralized Collection and Conveyance, Airport	598,480.00	438,304.86	100,105.68
R52b	Clean Water: Centralized Collection and Conveyance, Walnut Creek Sewer District	750,000.00	0.00	750,000.00
R56a	Clean Water, Stormwater	539,895.00	539,895.00	0.00
R511a	Drinking Water: Transmission/Distribution, Grant Hampton	894,729.11	800,318.61	0.00

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 1.31.2024.**

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Project/Category		As of 1/31/24 Appropriations	As of 1/31/24 Expenditure	As of 1/31/24 Obligation
R511b	Drinking Water: Transmission/Distribution, Airport	102,000.00	61,855.00	38,950.00
R511c	Drinking Water: Transmission/Distribution, Greenfield	1,900,000.00	0.00	0.00
R511d	Drinking Water: Transmission/Distribution, Baltimore	613,000.00	0.00	613,000.00
R511e	Drinking Water: Transmission/Distribution, Pleasantville	834,000.00	0.00	659,000.00
R516a	Broadband, "Last Mile" Projects	0.00	0.00	0.00
<b>Subtotal Infrastructure</b>		<b>6,232,104.14</b>	<b>1,840,373.47</b>	<b>2,161,055.68</b>
<b>Revenue Loss</b>				
R61a	SaaS and Technological Equipment	370,646.50	230,825.32	139,821.18
R61b	Recorder Document Scanning	337,984.72	337,984.72	0.00
R61c	Clerk of Courts Case Management	375,000.00	369,063.56	5,936.44
R61d	MARCS Tower Project	520,000.00	481,278.50	38,721.50
R61e	Dispatch Consoles	543,820.85	543,820.85	0.00
R61f	Fairfield Center Purchase	2,708,752.85	2,708,752.85	0.00
R61g	Fairfield Center Renovation	3,521,524.42	2,294,327.81	218,511.18
R61h	Community School Attendance Program	491,074.99	176,660.92	112,562.04
R61i	Workforce Center Expansion	0.00	0.00	0.00
R61j	Smart Growth	200,000.00	180,263.50	19,736.50
R61k	United Way and Dolly Parton's Imagination Library	25,000.00	25,000.00	0.00

**Quarters 2,3, & 4, 2021, Total 2022, Total 2023, & Quarter 1 2024 – American Rescue Plan Fiscal Recovery Funds, as of 1.31.2024.**

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<b>Project/Category</b>		<b>As of 1/31/24 Appropriations</b>	<b>As of 1/31/24 Expenditure</b>	<b>As of 1/31/24 Obligation</b>
<b>R61l</b>	Auditor Historical Records Scanning	0.00	0.00	0.00
<b>R61m</b>	Engineer's Radios	80,000.00	80,000.00	0.00
<b>R61n</b>	Auditor Printers	4,357.66	4,357.66	0.00
<b>R61o</b>	Auditor Copiers	11,893.30	11,983.30	0.00
<b>R61p</b>	Bremen ADA Ramps	26,954.00	26,954.00	0.00
<b>R517a</b>	Beavers Field Utilities	20,896.18	20,896.18	0.00
<b>Revenue Loss</b>		9,237,995.47	7,492,169.17	535,288.84
<b>Administration</b>				
R71a	Administrative Expenses	402,262.70	316,477.99	0.00
<b>Subtotal Administration</b>		402,262.70	316,477.99	0.00
<b>Grand Total</b>		<b>\$27,824,843.41</b>	<b>\$18,778,072.56</b>	<b>\$5,211,143.71</b>



ADMINISTRATIVE AUTHORITY ITEMS  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
JANUARY 29, 2024 TO February 04, 2024

Fairfield County Commissioners

- AA.01.30-2024.a An Administrative Approval for the payment(s) of the United Health Care (UHC) invoice for the Fairfield County Self-Funded Health Benefits Program – Fairfield County Board of Commissioners [Commissioners]
- AA.01.31-2024.a An Administrative Approval for the payment of invoices for departments that need Board of Commissioners' approval and have bills presented that are not more than \$75,000 per invoice. [Commissioners]
- AA.02.02-2024.a An Administrative Approval Approving an Agreement Between MAPSYS Inc. and the Fairfield County Board of Commissioners for Document Imaging Foundations (DIF) Maintenance [Commissioners]
- AA.02.02-2024.b An Administrative Approval for a Time and Material Agreement Between MAPSYS, Inc. and the Fairfield County Board of Commissioners for the Purposes of Technology Infrastructure Support Services and Consultation [Commissioners]
- AA.02.02-2024.c An Administrative Approval of the renewal application for the government aggregation of energy including documentation of an authorization resolution, operation and governance plan, automatic aggregation disclosure opt-out notice, and experience, for the Public Utilities Commission of Ohio as proposed by Palmer Energy, the County partner for energy aggregation. [Commissioners]

Fairfield County Utilities Department

- AA.02.01-2024.a An administrative approval of a bank transfer for the County Utilities Department January 2024 [Utilities]



January 30, 2024

Commissioner's Office  
210 E. Main Street  
Lancaster, OH 43130

Dear Commissioner:

I am writing on behalf of Meals on Wheels Fairfield County and the 2,800 seniors we serve to invite you to participate in the 23rd annual March for Meals Community Champion's Week. As an influential member of our community, you are in a significant position to help raise awareness for the growing number of older Fairfield County residents facing hunger and isolation, both serious problems that have been exacerbated by the COVID-19 pandemic and have thrust senior nutrition programs to the frontlines.

**We would be honored if you could participate in this year's March for Meals Community Champion's Week. In doing so, you can connect with vulnerable seniors in our community and help Meals on Wheels gain much-needed visibility for this cause. We host our annual Community Champions Week March 18-22 that you are welcome to join if your busy schedule allows. During this week, you can volunteer to deliver meals, work in the kitchen or dining room, or provide another type of volunteer activity to further our work.**

The national March for Meals campaign is an annual month-long event designed to generate public awareness about senior hunger and isolation, and to celebrate the invaluable services provided by senior nutrition programs. Given that Meals on Wheels is an exemplary public-private partnership, this annual celebration is also intended to showcase the successes of the Older Americans Act, help recruit new volunteers from our community, and increase fundraising from local businesses and supporters. For more information, please visit [www.marchformeals.com](http://www.marchformeals.com).

If you are interested in joining us for Community Champion's Week during March and witnessing how we help older adults in our community remain healthier and more independent every day, please contact us at your earliest convenience. I would be delighted to answer any questions that you may have and can be reached at 740-681-5050 ext. 116 or [atobin@mowfc.org](mailto:atobin@mowfc.org).

Thank you for your consideration of our request. I look forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads 'Anna Tobin'.

Anna Tobin  
Executive Director  
Meals on Wheels Fairfield County, Inc.

Meals on Wheels Fairfield County, Inc.  
1515 Cedar Hill Road  
Lancaster, Ohio 43130



LANCASTER

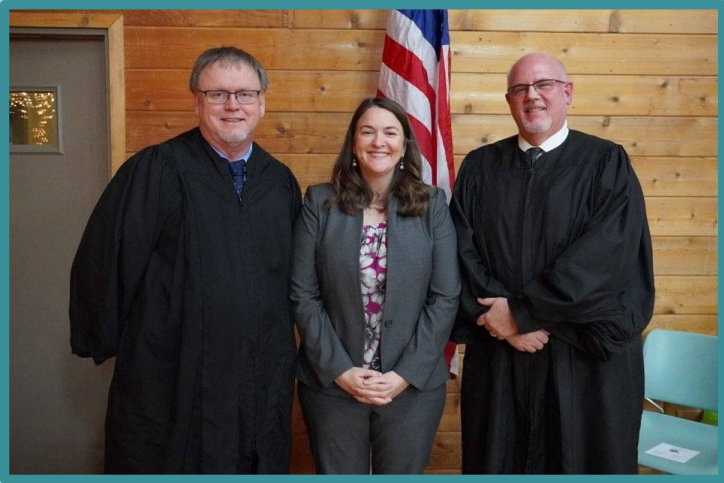
## **2023 Annual Report**

Law Director & City Prosecutor,  
Stephanie L. Hall

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# I. INTRODUCTION & GENERAL INFORMATION

- A. Law Director & City Prosecutor: The City of Lancaster is organized under the general statutory plan of municipal government. Therefore, pursuant to Ohio Revised Code (“ORC”) § 733.49, the City Director of Law “shall be elected for a term of four years, commencing on the first day of January next after his election. He shall be an elector of the city.” In addition to being a Lancaster resident who has reached the age of majority, ORC § 733.50 prohibits any person from being “eligible to the office of city director of law who is not an attorney at law, admitted to practice in this state.” Presently, Stephanie L. Hall, who resides within the municipal corporation limits and holds Ohio attorney registration number 0082045, is the elected Law Director & City Prosecutor. Her term expires December 31, 2027. She is also licensed to practice in the United States District Court, Southern District of Ohio, and the Supreme Court of the United States.
- B. Duties: The Law Director is responsible for providing civil and criminal legal services as enumerated in the ORC for the City of Lancaster. The Law Director & City Prosecutor also prosecutes all adult misdemeanor crimes that occur in Fairfield County by contract with the Fairfield County Board of Commissioners, the City of Reynoldsburg, and the City of Pickerington.
- C. Location & Hours: The Law Director & City Prosecutor’s Office is located on the second floor of the Fairfield County Municipal Court at 136 W. Main Street, Lancaster. The office is open from 7:45 am to 4:15 pm, Monday through Friday, and closed on all City holidays.
- D. Contact Information: You can reach the office during normal business hours by calling (740) 687-6616. For general inquiries, assistance, or public records requests, the office email address is: [lawdirector@ci.lancaster.oh.us](mailto:lawdirector@ci.lancaster.oh.us). Additional information regarding the office as well as staff contact information can be located on the Law Director & City Prosecutor’s homepage which can be found on the City of Lancaster’s website at: <https://www.ci.lancaster.oh.us/196/Law-Director>.



## II. LAW DIRECTOR & CITY PROSECUTOR STAFF



Law Director & City Prosecutor Stephanie L. Hall was appointed in January of 2022 and elected in November of 2023, but has been with the office since she started as a Licensed Legal Intern in 2006. As Law Director, she is chief legal counsel for the City and as City Prosecutor she is responsible for the prosecution of all adult misdemeanor crimes in Fairfield County. Stephanie is an Amanda-Clearcreek graduate, and she received her bachelor's degree from Ohio University and her juris doctorate from Capital University Law School.



Assistant Law Director Mitch Harden is responsible for both civil and criminal matters. He advises City administrators and elected officials, department superintendents, boards, commissions, and committees on a variety of legal issues. He also supervises the prosecution of criminal cases and appeals. Mitch is a Logan High School graduate, and he received his bachelor's degree from The Ohio State University and his juris doctorate from Capital University Law School. He has been with the office since April of 2017.



Senior Attorney Dave Klemp represents the City and State in all stages of prosecution in the Fairfield County Municipal Court and Fifth District Court of Appeals. He also serves as the City's second Family Violence Prosecutor currently. Dave is a Westerville North graduate, and he received his bachelor's degree from The Ohio State University and his juris doctorate from Capital University Law School. He has been with the office since May of 2017. Prior to that he practiced in insurance subrogation.



Family Violence Unit Prosecutor Joe Sabo represents the City and State in all stages of prosecution in the Fairfield County Municipal Court and Fifth District Court of Appeals. Originally from Northeastern Ohio, Joe received his bachelor's degree from Kent State University and his juris doctorate from Case Western Reserve University School of Law. He has been with the office since January of 2019. Prior to that he practiced in the areas of civil litigation and non-profit law.



Assistant Prosecutor James Young represents the City and State in all stages of prosecution in the Fairfield County Municipal Court and Fifth District Court of Appeals. James received his bachelor's degree from The Ohio State University and his juris doctorate from Capital University Law School. He has been with the office since October of 2021. Prior to that he served in the Navy and practiced as a criminal defense attorney in Southeast Ohio.



Assistant Prosecutor Andrew Semelsberger represents the City and State in all stages of prosecution in the Fairfield County Municipal Court and Fifth District Court of Appeals. Andrew received his bachelor's degree from Belmont University and his juris doctorate from Suffolk University Law School. He has been with the office since November of 2022.



Office Manager Teresa Sandy serves as support staff for the Law Director and Assistant Law Director and prepares easements, contracts, legislation, and other legal documents as well as managing all budgeting, collections, supplies, payroll, and grant coordination. Teresa is a Fairfield Union graduate. She has been with the office since January of 1996. Teresa is retiring January 31, 2024, after 28 years of service. Congratulations Teresa!



Victim Services Paralegal Jenny Swope serves as support staff for prosecutors exclusively handling victim-related offenses, including domestic and dating violence, sexual assault, and stalking. She also assists all victims of violent crime with navigating the prosecutorial process. Jenny is a Logan High School graduate, and she received her associate degree from Hocking College. She has been with the office since July of 2007.



Paralegal Elisabeth Azbell serves as support staff for the prosecutor handling non-victim related and traffic offenses on Judge Ullom’s docket. Elisabeth is a Berne Union High School graduate. She has been with the office since January of 2010.



Paralegal Liz Martens serves as support staff for the prosecutor handling non-victim related and traffic offenses on Judge Fields’ docket. Liz is a Lancaster High School graduate, and she received her bachelor’s degree from The Ohio State University. She has been with the office since December of 2014. Liz will be appointed to replace Teresa Sandy as the Office Manager effective February 1, 2024.



Clerical Assistant Taci Miller serves as general support staff for the office. She also assists members of law enforcement and the public with their requests for criminal charges. Taci is a Liberty Union High School graduate and received her bachelor’s degree from Youngstown State University where she majored in criminal justice. She has been with the office since August of 2022. Taci will be appointed to replace Liz Martens as a Paralegal effective February 1, 2024.

### III. Civil Report

- A. Legal Counsel: Pursuant to the Ohio Revised Code, the Law Director & City Prosecutor is legal counsel for all City Departments, City Administration, City Council, City Boards, Committees and Commissions, and the Lancaster Board of Education. The Law Director & City Prosecutor’s Office attends all regularly scheduled council, committee, commission, and board meetings, as well as special meetings when requested. The Law Director & City Prosecutor also serves as legal counsel for the Lancaster Port Authority, a complex component unit dedicated to local economic development.
- B. Legislation: The Law Director & City Prosecutor is responsible for preparing all legislation for City Council. The chart below details the number of ordinances and resolutions provided in 2023 and how that compares to prior years.

YEAR	ORDINANCES	RESOLUTIONS
2017	41	146
2018	30	100
2019	32	152
2020	35	140
2021	51	147
2022	44	163
2023	52	140

- C. Legal Opinions: The Law Director & City Prosecutor issues oral and written legal opinions upon request of City Council, City Administration, City Departments, City Boards, City Schools, and the Lancaster Port Authority. The Law Director & City Prosecutor encourages written opinions so that the City develops an archive to assist with complex legal issues now and in the future. Many legal opinions were sought and issued in 2023 regarding a variety of topics. These opinions are not public records as they are privileged attorney/client communications.
- D. Civil Litigation: In 2023, the City was actively involved in twenty (20) cases involving community block grant mortgage foreclosures, allegations of personal injury, allegations of federal and state law violations, declaratory relief actions, construction law claims, and constitutional law challenges. The Law Director & City Prosecutor’s Office litigates these cases internally and in some cases, with the assistance of outside counsel. Due to the nature of civil litigation, additional details regarding these pending civil litigation cases are attorney/client privileged and/or work product privileged but may be made available to City Council members for review.
- E. Self-Insured Claims: The City received eight (8) insurance claims in 2023 involving damage to vehicles, persons, and property. Of the eight (8) claims filed, four (4) were denied; two (2) were paid by City Departments, and two (2) are still pending. The Law Director & City Prosecutor’s Office assumed this responsibility in 2006 in order to save the City approximately \$20,000.00 annually. The Law Director & City Prosecutor’s Office, in conjunction with the City’s insurance agent, processes, investigates, and reviews these claims against the City in the context of governmental immunity. Due to the nature of these claims, additional details regarding their review and disposition are attorney/client privileged and/or work product privileged but may be made available to City Council members for review.



- F. Internal Legal Counsel: The Law Director & City Prosecutor and her staff provide advice and legal counsel to the Mayor, Service Safety Director, Auditor, Treasurer, Income Tax Commissioner, and all department heads who administer the various City departments. In 2023, in addition to constant phone, text, and email communication, the Law Director met personally with the Mayor and Service Safety Director bi-weekly to assist with the lawful and efficient operation of the City.
- G. Outside Counsel: The Law Director & City Prosecutor is responsible for coordinating the efforts of all outside counsel for the City. Below are the attorneys and firms the City used in 2023 for legal issues that required outside counsel.
1. Bond and Tax Counsel: [Squire Patton Boggs](#) – The City utilized the bond expertise of attorney Allison Binkley and tax law expertise of attorney Michael Cullers.
  2. Labor Counsel: [Fishel Downey Albrecht & Riepenhoff, LLP](#) – The City negotiated all five of its collective bargaining agreements in 2023 with the assistance of attorney Marc Fishel.
  3. Construction Law Counsel: [Bricker & Eckler](#) – The City contracted with attorney Mark Evans for his assistance with a variety of public improvements.
  4. Workers’ Compensation Counsel: [Fishel Downey Albrecht & Riepenhoff, LLP](#) – The City utilized the Bureau of Workers’ Compensation expertise of attorney David Riepenhoff.
  5. Special Prosecutors: Various – In an effort to save taxpayer money, whenever there is a conflict of interest that precludes the City Prosecutor from prosecuting a criminal matter, the City trades special prosecution services with other political subdivisions. In 2023, Assistant City Prosecutors served as appointed counsel in three (3) criminal cases at the request of the Fairfield County Prosecutor’s Office, the City of Zanesville, and the Perry County Prosecutor’s Office.
  6. Insurance Carrier Appointed Outside Counsel: Various – The City’s insurance carriers appoint various outside legal counsel to litigate lawsuits filed against the City in which the insurance carrier is providing coverage on the claim.
  7. Tax Incremental Financing (TIF): [Bricker & Eckler](#) – The City utilizes the economic development expertise of attorneys Caleb Bell and Colin Kalvas.
- H. Board of Education: Pursuant to Section 3313.35 of the ORC, the Law Director is authorized to represent the Board of Education of the Lancaster City School District. The Law Director & City Prosecutor provides advice and legal representation to Lancaster City Schools as needed.
- I. Additional Civil Services:
1. Down Payment Recovery: The Law Director reviews all contract forms for the Community Development Department for the award of Community Development Block Grant Funds and assists in the recovery of these funds in foreclosure and bankruptcy cases.
  2. Collections for Damage to City Property: Since 1998, the Law Director’s Office has conducted collections actions for all City departments when City property is damaged (i.e., fire hydrants, guardrails, and other City infrastructure). In 2023, the Law Director’s Office obtained judgments for, collected, and/or forwarded to collections \$4,381.97 in taxpayer funds.

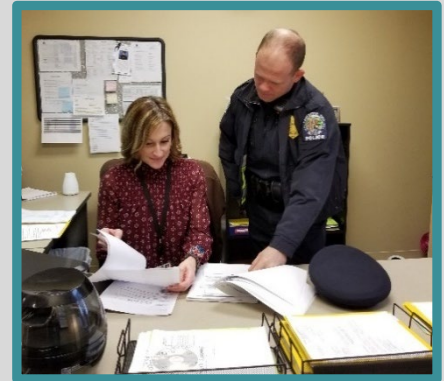
3. **Zoning and Code Enforcement:** The Law Director & City Prosecutor’s Office is mandated by ORC to handle misdemeanor zoning and code enforcement prosecution for the townships and villages in Fairfield County. As these political subdivisions adopt zoning and property maintenance codes, prosecutions for these violations continue to increase annually.
4. **Special Assessments:** When property owners fail to comply with property maintenance codes within the municipal corporation limits, the Code Enforcement Department may abate the violation using the services of a contractor. The abatement expense is then assessed against the property’s tax duplicate by the Fairfield County Auditor pursuant to ORC along with an administrative processing fee and a special assessment fee. The Law Director & City Prosecutor’s Office coordinates with Code Enforcement to file these assessments on behalf of the City. The property cannot be transferred until the assessed amount is paid in full. The chart below details the total amount of assessments the Law Director filed in 2023 and how that compares to prior years.

Year	Annual Total	
2017	\$53,916.00	These amounts include all Code Enforcement expenditures for mowing, trimming, demolishing, securing and cleaning-up neglected properties.
2018	\$89,276.00	
2019	\$155,235.90	
2020	\$65,282.00	
2021	\$79,507.60	
2022	\$67,514.00	
2023	\$95,056.00	



## IV. CRIMINAL REPORT

A. Criminal Prosecution: Pursuant to ORC 1901.34, the Law Director & City Prosecutor’s Office is responsible for the prosecution of misdemeanor criminal cases arising in the City of Lancaster and in the unincorporated areas of the county. Since 1997, the Law Director & City Prosecutor has contracted for reimbursement to the City for prosecution work performed for all the villages in Fairfield County (Amanda, Bremen, Carroll, Lithopolis, Millersport, Pleasantville, Rushville, Sugar Grove, Thurston, and West Rushville) by negotiating one contract with the Fairfield County Board of Commissioners. Additionally, the Law Director negotiates prosecution contracts with the City of Pickerington and the City of Reynoldsburg due to the number of criminal cases being filed and prosecuted in the Fairfield County Municipal Court from those jurisdictions. Through this process, the Law Director & City Prosecutor is responsible for the prosecution of all adult misdemeanor crimes that occur in Fairfield County, Ohio. This provides uniformity of access and expectations to Fairfield County law enforcement and the Fairfield County Municipal Court in the investigation and prosecution of adult misdemeanor crimes.



B. Criminal Statistics: The Court’s statistics for the Law Director & City Prosecutor’s Office for 2023 represent the major use of resources of this office. Approximately 80% of the budgetary funding for the Law Director & City Prosecutor’s Office is used for criminal prosecution. Management and prosecution of the high volume of cases takes a team approach. Because of the short timeline for prosecution of misdemeanor cases (30-90 days without a time waiver), cases continue regardless of the availability of the prosecutor. Our office assigns Assistant Prosecutors to the dockets as needed to keep cases moving forward in the courts. The chart below gives a breakdown of cases prosecuted in 2023 and how that compares to prior years.

**Fairfield County Municipal Court Statistics 2017 - 2023**

Year	Misdemeanor	OVI	Other Traffic	Jury Trials	Trials to Court	New Court Filings
2017	2,917	633	13,981	12	2,629	21,453
2018	2,517	532	12,347	13	2,114	19,616
2019	2,382	571	12,223	13	2,111	19,663
2020	1,782	372	8,381	3	1,182	13,539
2021	1,665	387	8,189	2	1,047	13,191
2022	1,764	560	9,980	11	1,191	15,485
2023	1,868	455	7,851	16	1,220	13,878



C. Specialized Dockets: The Fairfield County Municipal Court operates four (4) specialized dockets with the assistance of the Law Director & City Prosecutor’s Office. Senior Attorney, Dave Klemp, provides victim input and legal guidance for the Court’s Fresh Start Drug Court Program (defendants with substance use disorders), Mental Health Court (defendants with mental health diagnoses), Veterans’ Treatment Court (defendants who are Veterans), and Special Abilities Court (defendants who receive services from the Fairfield County Board of Developmental Disabilities).

D. Grant Funding: Violence Against Women Act (VAWA) Grant – The Law Director & City Prosecutor applies annually for VAWA funding to help cover the expense of one (1) Assistant Prosecutor position in our Family Violence Unit. This position focuses on and expedites the prosecution of domestic violence, dating violence, sexual assault, and stalking cases, and coordinates comprehensive victim services for victims affected by these crimes in Fairfield County. In 2022, we were awarded \$44,264.08 in VAWA funds from the Office of Criminal Justice Services to continue funding this position in 2023, bringing the Law Director’s total grant funding award amount to \$3,004,769.15 (for all grants).

E. Family Violence Unit: To ensure efficient and effective prosecution of these cases pursuant to the Fairfield County Domestic Violence Protocol, and to assure that crime victims’ constitutional rights are guaranteed, the Law Director & City Prosecutor’s Office operates a Family Violence Unit. This Unit is funded in part by the VAWA grant. The Unit consists of two (2) Assistant Prosecuting Attorneys and one (1) Victim Paralegal that focus solely on coordinating and prosecuting these cases, separate and apart, from the other general criminal offenses being prosecuted by our office. The Family Violence Unit makes it possible to devote the additional time and attention needed to successfully prosecute these cases. The chart below gives a breakdown of victim prosecutions and how that compares to prior years.

<b>Family Violence Unit Statistics 2017 – 2023</b>				
<b>Year</b>	<b>DV Intakes</b>	<b>Stalking Intakes</b>	<b>Other SB 2 Cases</b>	<b>Total Victims Served</b>
2017	261	23	487	770
2018	284	27	600	905
2019	280	27	842	1,149
2020	252	14	752	1,018
2021	242	20	693	955
2022	434	15	596	1,030
2023	483	29	649	1,161

F. Law Enforcement Training: The Law Director & City Prosecutor's Office provides free training annually on a variety of issues to all Fairfield Law Enforcement. In 2023, these trainings focused on the topics below.

1. *Fairfield County Domestic Violence Protocol*: This training was provided to all newly hired Lancaster Police Department Officers who are not familiar with the Fairfield County Domestic Violence Protocol which focuses on best practices for handling victim cases.
2. *Traffic & Criminal Case Law Update*: This training was provided to all Pickerington Police Department Patrol Officers to educate them about important changes to case law in the Supreme Court of Ohio and Fifth District Court of Appeals.
3. *Lancaster Citizens Police Academy Introduction to Criminal Law & Domestic Violence*: This training, which was designed to help Lancaster Police Department volunteers understand the basics of criminal law and domestic violence, was provided to all participants in the 2023 Lancaster Citizens Police Academy class.
4. *Crisis Intervention Training*: This training was provided to the Fairfield County Law Enforcement officers attending this year's multi-disciplinary ADAMH Crisis Intervention Training, which focused on the process of emergency admission for mentally ill individuals pursuant to the ORC.
5. *City of Lancaster Canine Unit Implementation Training*: This training was provided to all Lancaster Police Department Patrol Officers to help them effectively utilize a police canine.
6. *Driving Under Suspension Refresher Training*: This training was offered on an as needed basis to all Patrol Officers appearing in the Fairfield County Municipal Court. Officers who were trained received a reference sheet to assist them with properly charging drivers who are operating without a valid license.



# 2023 IN REVIEW

On behalf of my office, I hope you have found the foregoing 2023 Annual Report useful. While I have the benefit of seeing much of the data included here as it is being collected, something in the year end statistics always comes as a surprise. Sadly, in 2023, it was an unpleasant revelation; in 2023, we broke a record for the number of domestic violence and stalking cases that the office has handled in one year. These crimes – which it may surprise you to learn are commonly misdemeanors – are intimate and terrifying violations with physical, mental, financial, and social consequences that extend far beyond the perpetrators and survivors.

The delicate and complex nature of these crimes requires a specialized approach, and I am grateful to continue the Family Violence Unit (“FVU”) my predecessors started to manage these cases proactively. Over the years, this office has applied for and received hundreds of thousands of dollars in federal grant funding to help offset the cost of one of our two FVU Assistant Prosecutors (the maximum award is only \$60,000.00 annually). Obtaining and tracking grant revenue is difficult and time consuming, but this funding is crucial to providing experienced legal professionals to prosecute perpetrators and protect survivors of these heinous crimes so we will continue to apply as long as it is available.

Fortunately, we are not alone in our efforts to combat the effects of domestic violence and stalking in Fairfield County. I am confident that our amazing community partners, including citizens, law enforcement, elected officials, and non-profit organizations, will help us determine the underlying reasons for these specific increases and remediate them. I want to express my sincere appreciation for the support my office has received from all our community partners in our collective effort to hold offenders accountable and help survivors heal in 2023. My faith in their continued collaboration and assistance gives me hope for 2024.

## Congratulations Teresa!

*As noted in the Staff section above, Office Manager Teresa Sandy served this office and the City of Lancaster honorably for 28 years. She is retiring on January 31, 2024, and her absence will be felt keenly, both personally and professionally, city-wide. We hope that her much deserved retirement is everything she dreamed it would be!*



David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
Terry Horn, Trustee  
Doug Leith, Trustee  
11420 Millersport Road  
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing today in support of the Eastern Cottontail Solar project in Fairfield County.

We have the ability to create high-wage jobs close to home, adding value to my community and our local economy. Our energy supply should be diverse and provide opportunities for our workforce. Projects such as Eastern Cottontail help facilitate the development of a thriving workforce of local Ohioans.

**Eastern Cottontail Solar will support approximately 450 project development and onsite labor jobs, in addition to 7 long-term jobs for operations and maintenance.**

These construction jobs are essential to the health of our economy and development as well. Local small businesses such as restaurants will see a measured increase in traffic through the project building, driving incentives to create more business within the community and further supporting Fairfield County. A project like this is an invaluable way to create economic growth without sacrificing the community.

I urge you to approve this project.

Name: *Janich Dexter*

Address: *1570 Granville Pike  
Lancaster Ohio, 43130*

cc: Ohio Power Siting Board

David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
Terry Horn, Trustee  
Doug Leith, Trustee  
11420 Millersport Road  
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I am writing to say I am in support of the Eastern Cottontail Solar project in Fairfield County for many reasons, one being the positive benefits this project would have on our local and statewide environment.

We must bring clean, non-polluting development into our communities and state, especially those that can help us meet a growing energy demand.

Not only would the development of Eastern Cottontail ensure that Fairfield preserves farmland for future generations, it would also maintain the robust wildlife habitat better than a housing development or other infrastructure that may be placed on the land.

Renewable energy projects like Eastern Cottontail Solar are an important part of the future of Ohio's economy and environment. The economic, community, infrastructure, and health benefits this project will bring our state are significant.

I urge your support of the Eastern Cottontail Solar Project.

Name: *Dayana Bayer*

*Dayana Bayer*

Address: *692 Orchard Drive Lancaster, OH*

cc: Ohio Power Siting Board



David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
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I urge your support of the Eastern Cottontail Solar Project.

Name: *Marissa Breving*

Address: *29747 Logan Horns Mill Rd, Logan OH 43138*

cc: Ohio Power Siting Board

*Farmer's daughter, 10th Gen.*

David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
Terry Horn, Trustee  
Doug Leith, Trustee  
11420 Millersport Road  
Millersport, Ohio 43046

Dear Commissioners and Walnut Township Trustees,

I want to urge you to approve the permit application for the Eastern Cottontail Solar project being developed in Fairfield County.

The Eastern Cottontail Solar project represents tangible growth and development for Fairfield County. It generates sustaining annual revenues and construction jobs. As a resident of Fairfield, I am always in favor of supporting development within our community.

Eastern Cottontail Solar also brings benefits to critical municipal services, including schools and fire departments. These community benefits create opportunities for new businesses and more development in Fairfield County that positively impact our way of life.

In addition to the wonderful benefits our community would receive, Eastern Cottontail would ensure Ohio remains at the forefront of innovation. To maintain our reputation, we must continue to encourage development of all kinds, including diverse energy development such as solar, within our state.

Thank you.

Name: Kevian Poindexter

Address: 3299 beachworth Drive Columbus Ohio 43232

cc: Ohio Power Siting Board

David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

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I urge your support of the Eastern Cottontail Solar Project.

Name:

*Alynn Borch*

Address:

*11556 V. Maye Mill RD  
Pickerington, OH 43147*

cc: Ohio Power Siting Board

David LeVacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
Terry Horn, Trustee  
Doug Leith, Trustee  
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Thank you.

Name: Anna M Turnbull  
Anna Turnbull

Address: 420 N Broad St, Lancaster, OH 43130

cc: Ohio Power Siting Board

David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
Terry Horn, Trustee  
Doug Leith, Trustee  
11420 Millersport Road  
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I urge your support of the Eastern Cottontail Solar Project.

Name: PATRICK MUNHALL  
~~Patrick~~ Mulhall  
Address: 799 S. 5th Street  
Columbus, Ohio 43206

cc: Ohio Power Siting Board

I work in Fairfield County.  
I'm a professor at Ohio  
University Lancaster.  
I believe this project  
is a great opportunity for  
the future of Fairfield  
County + the young  
adults in this county

David Levacy, Commissioner  
Jeff Fix, Commissioner  
Steve Davis, Commissioner  
210 East Main Street, Room 301  
Lancaster, Ohio 43130

Bill Yates, Trustee  
Terry Horn, Trustee  
Doug Leith, Trustee  
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I urge you to approve this project.

Name: Layton Hoch

Address: 2320 Sunnyside Rd NE, Lancaster, Ohio

cc: Ohio Power Siting Board



**JOURNAL ENTRY**

Date: **JAN 24 2024**

Entry Number: 24-01-0032

As required by Ohio Administrative Code section 5703-25-07, this entry sets forth the status of reappraisals in the various counties and the tax year in which the next reappraisal and the next triennial update of real property values shall be completed. This entry is not an order to an auditor to commence reappraisal. A specific order has been or will be issued to each county auditor under the provisions of Revised Code section 5715.34 at the appropriate time.

Column 1. Completed the last general reappraisal for real property tax purposes.

Column 2. Is to complete the next general reappraisal.

Column 3. Completed the last triennial update of real property tax values.

Column 4. Is to complete the next triennial update of real property tax values.

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1) LAST	(2) NEXT	(3) LAST	(4) NEXT
ADAMS	2022	2028	2019	2025
ALLEN	2021	2027	2018	2024
ASHLAND	2020	2026	2023	2029
ASHTABULA	2020	2026	2023	2029
ATHENS	2020	2026	2023	2029
AUGLAIZE	2023	2029	2020	2026
BELMONT	2018	2024	2021	2027
BROWN	2018	2024	2021	2027
BUTLER	2020	2026	2023	2029



**Department of  
Taxation**

Tax Commissioner's Office

**Tax.Ohio.gov**

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1) LAST	(2) NEXT	(3) LAST	(4) NEXT
CARROLL	2019	2025	2022	2028
CHAMPAIGN	2019	2025	2022	2028
CLARK	2019	2025	2022	2028
CLERMONT	2020	2026	2023	2029
CLINTON	2023	2029	2020	2026
COLUMBIANA	2022	2028	2019	2025
COSHOCTON	2021	2027	2018	2024
CRAWFORD	2018	2024	2021	2027
CUYAHOGA	2018	2024	2021	2027
DARKE	2023	2029	2020	2026
DEFIANCE	2023	2029	2020	2026
DELAWARE	2023	2029	2020	2026
ERIE	2018	2024	2021	2027
FAIRFIELD	2019	2025	2022	2028
FAYETTE	2018	2024	2021	2027
FRANKLIN	2023	2029	2020	2026
FULTON	2020	2026	2023	2029
GALLIA	2023	2029	2020	2026
GEAUGA	2023	2029	2020	2026
GREENE	2020	2026	2023	2029
GUERNSEY	2021	2027	2018	2024
HAMILTON	2023	2029	2020	2026
HANCOCK	2022	2028	2019	2025
HARDIN	2023	2029	2020	2026





**Department of  
Taxation**

Tax Commissioner's Office

**Tax.Ohio.gov**

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1) LAST	(2) NEXT	(3) LAST	(4) NEXT
HARRISON	2023	2029	2020	2026
HENRY	2023	2029	2020	2026
HIGHLAND	2018	2024	2021	2027
HOCKING	2022	2028	2019	2025
HOLMES	2022	2028	2019	2025
HURON	2018	2024	2021	2027
JACKSON	2023	2029	2020	2026
JEFFERSON	2018	2024	2021	2027
KNOX	2020	2026	2023	2029
LAKE	2018	2024	2021	2027
LAWRENCE	2022	2028	2019	2025
LICKING	2023	2029	2020	2026
LOGAN	2019	2025	2022	2028
LORAIN	2018	2024	2021	2027
LUCAS	2018	2024	2021	2027
MADISON	2020	2026	2023	2029
MAHONING	2023	2029	2020	2026
MARION	2019	2025	2022	2028
MEDINA	2019	2025	2022	2028
MEIGS	2022	2028	2019	2025
MERCER	2023	2029	2020	2026
MIAMI	2019	2025	2022	2028
MONROE	2022	2028	2019	2025
MONTGOMERY	2020	2026	2023	2029



**Department of  
Taxation**

**Tax.Ohio.gov**

Tax Commissioner's Office

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1) LAST	(2) NEXT	(3) LAST	(4) NEXT
MORGAN	2018	2024	2021	2027
MORROW	2023	2029	2020	2026
MUSKINGUM	2018	2024	2021	2027
NOBLE	2020	2026	2023	2029
OTTAWA	2018	2024	2021	2027
PAULDING	2022	2028	2019	2025
PERRY	2023	2029	2020	2026
PICKAWAY	2023	2029	2020	2026
PIKE	2023	2029	2020	2026
PORTAGE	2018	2024	2021	2027
PREBLE	2023	2029	2020	2026
PUTNAM	2023	2029	2020	2026
RICHLAND	2023	2029	2020	2026
ROSS	2019	2025	2022	2028
SANDUSKY	2021	2027	2018	2024
SCIOTO	2022	2028	2019	2025
SENECA	2023	2029	2020	2026
SHELBY	2023	2029	2020	2026
STARK	2018	2024	2021	2027
SUMMIT	2020	2026	2023	2029
TRUMBULL	2023	2029	2020	2026
TUSCARAWAS	2022	2028	2019	2025
UNION	2019	2025	2022	2028
VAN WERT	2023	2029	2020	2026



Department of Taxation

Tax Commissioner's Office

Tax.Ohio.gov

COUNTY	REAPPRAISAL		TRIENNIAL UPDATE	
	(1) LAST	(2) NEXT	(3) LAST	(4) NEXT
VINTON	2021	2027	2018	2024
WARREN	2018	2024	2021	2027
WASHINGTON	2022	2028	2019	2025
WAYNE	2020	2026	2023	2029
WILLIAMS	2018	2024	2021	2027
WOOD	2023	2029	2020	2026
WYANDOT	2019	2025	2022	2028

It is ordered that a copy of this entry be certified to each County Auditor, County Treasurer, County Prosecuting Attorneys and County Commissioners.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL

PATRICIA HARRIS  
TAX COMMISSIONER

/s/ Patricia Harris

Patricia Harris  
Tax Commissioner



VALEDA A. SLONE  
Clerk

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# FAIRFIELD COUNTY MUNICIPAL COURT

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136 West Main Street      Post Office Box 2390      Lancaster, Ohio 43130-5390

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Telephone: 740-687-6621  
E-mail: clerk@fcmcourt.org  
Web: www.fcmcourt.org

February 1, 2024

Dr. Carri Brown  
Fairfield County Auditor  
210 E. Main Street  
Lancaster, OH 43130

RE: Fees collected in the Fairfield County Municipal Court, **Criminal/Traffic Division**, for the month of January, 2024.

10% OSP Fines.....	\$1,371.20
Regular Fines.....	0.00
Uniform Fines.....	4,449.55
Gross Overload.....	11,123.00
50% Liquor Fines .....	62.50
OVI Housing.....	1,513.21
Sheriff's Department OVI.....	145.00
Affidavit of Indigency .....	1,078.31
Dog Fines.....	75.00
Parks & Recreation.....	0.00
Parks & Recreation OVI.....	0.00
Witness Fees .....	241.50
Expungement Fees .....	180.00
Jury Fees .....	10.00
<b>TOTAL.....</b>	<b>\$20,249.27</b>

Sincerely,

Valeda A. Slone  
Clerk of Court

xc: Fairfield County Commissioners  
Fairfield County Engineer  
Sheriff Alex Lape (FCSO)  
Deputy Robert Mead (FCSO)  
Fairfield County Dog Shelter

enclosures

/tlh

02/06/2024

## Violet Township Fire & EMS Protection Ballot Issue

- **Violet Township is placing a 3.6 mill *additional* levy on the ballot March 19, 2024.** This *additional* levy is for **fire and EMS protection** and is *continuing*. Collections for the *additional* levy, if passed, will begin in 2025.
- Violet Township has ***current*** millage for fire and EMS purposes, passed at 15.35 mills. This millage is also continuing. With the *current* millage, reduction factors are applied. In other words, a difference exists between rates as authorized by the voters and the actual mills charged. This “*effective millage rate*” reflects how original voted mills are decreased to account for increasing prices in the real estate market. While passed at 15.35 mills, the current millage is collected at approximately 7 mills. The *current* millage provides an estimated \$12,936,412 annually.
- For a property owner with a home valued at \$100,000, the annual tax for the *current* millage would be about \$224. For a property owner with a home valued at \$300,000, the annual tax for the current millage would be about \$673 annually.
- **For a property owner with a home valued at \$100,000, the annual tax for the *additional or newly proposed* levy would be \$126.** For a property owner with a home valued at \$300,000, the annual tax for the additional levy would be \$378 annually.
- **If voters pass the proposed *additional* levy, an estimated additional \$6,553,799 will be collected annually.**

### Do you have questions about plans for proceeds of the levy for fire protection?

Please reach out to Violet Township:

Violet Township  
10190 Blacklick-Eastern Road  
Pickerington, Ohio 43147  
Office Phone: (614)-575-5556

#### CONTACT US!

Settlements/Admin – (740) 652-7020 • Real Estate - (740) 652-7030



**FOR IMMEDIATE RELEASE**  
**Thursday, February 1, 2024**

## **Fairfield County Auditor Participates in Project to Support Statewide Parcel Data Management**

**Lancaster, Ohio** – The Auditor’s Office is pleased to announce its participation and support in a statewide parcel data management project. The Ohio Geographically Referenced Information Program (OGRIP) is a statewide parcel project that is a comprehensive effort to collect, standardize, and make accessible geospatial parcel and basic assessment data from all 88 counties in Ohio for all levels of government. The objective of this data collection is to create a single, standardized statewide dataset using authoritative data maintained by each county. The resulting dataset is now available to county and state stakeholders, and the data is of particular interest to realtors, surveyors, and GIS professionals.

Over the past few months, the project leadership team, which includes Dave Burgei, Fairfield County REA Director, has dedicated significant efforts to the implementation phases of this project. This involved stakeholder outreach, schema design, and engaging with county software vendors. The team conducted research and outreach to identify common data extracts utilized by Ohio counties.

Dr. Carri L. Brown, Fairfield County Auditor, stated, “Fairfield County has already provided our data for the project, and we will continue to submit the information annually. In addition, we have subject matter experts participating in the statewide effort.”

Parcel data in digital form allows for easier access and use of the data, especially for state agencies providing public services. The statewide project allows parcel data from different jurisdictions to provide integrated and consistent maps of larger regions or areas that are multi-jurisdictional.

The effort has already resulted in a success for the Ohio Housing and Finance Association (OHFSA).

As part of the most recent state budget bill, the Ohio Housing and Finance Association was required to prepare and update a list of all Ohio federally subsidized residential rental property and annually certify the list to the Auditor of State, the Board of Tax Appeals, and the Department of Taxation, who in turn certifies that list to counties. The list will be used to help the Tax Commissioner create a uniform tax valuation method for federally subsidized residential rental properties. The parcel dataset that OGRIP shared with OHFA has helped by centralizing all of the parcel data into one place. Otherwise, officials would have had to look up the parcel information on 88 different county auditor websites.

Access to the data can be found at: <https://parcel-resources-geohio.hub.arcgis.com/>

At this location, there are two applications: The Parcel Viewer and Parcel Land Use Lookup Applications. Both applications are open to the public to use. The Parcel Viewer has a limited number of fields available, such as address, owner, parcel number, and a link to the County Auditor Real Estate Websites. The Land Use Lookup Applications includes the land use information assigned to each parcel. Searches can be made based on address.

For questions about the statewide parcel project, contact the County Auditor’s Real Estate Office at (740) 652-7030.

###

SERVE • CONNECT • PROTECT



## Your Fairfield County Auditor's Office: **WINS OF THE WEEK**

**February 1, 2024**

- *As we think about the concept of celebrating the Wins of the Week, we are reminded of the January 2023 retreat when the idea arose.*

★ Our brains are wired to respond to rewards. Celebrating the completion of small accomplishments leads to the completion of larger goals. And there is evidence in research to support this...According to research by Teresa Amabile from Harvard Business School, tracking small achievements enhances motivation for larger goals.

- The week began with a productive all-team meeting at the County Auditor's Office. We also celebrated January birthdays and work-i-versaries. Thanks to the culture champions for this positive spirit.

★ We welcomed **Kayla Speakman** to the position of Settlements and Administration Clerk. Kayla is a Deputy Auditor – Financial Systems.

**Kayla** holds a Bachelor of Arts degree from Ohio University and is working on her Master of Business Administration with a focus on accounting. She is changing her field of expertise, as she most recently was an Eligibility Referral Specialist with Fairfield County Job and Family Services. *She comes to us with the highest of recommendation from JFS!* She has certificates in Victim Advocacy and Leadership Development, and she is eager to begin work in an administrative and leadership environment with the Auditor's Office. She will report to Angel Horn, Financial Systems Manager, and will begin work balancing multiple settlements, learning about licensing and the Homestead programs, and seeking new ways to use technological tools to support the team. We are excited to welcome Kayla to her new role!

Kayla is joining the team in the position formerly held by Bev Anders who recently retired from public service.

- **Rachel Elsea** provided a link for resources from The Computer Workshop: <https://www.tcworkshop.com/handouts> This is a terrific link that has already been helpful.
- Thanks to **Rachel Elsea** for sending out our updated Office Directory. She reported that this tool continues to be one that receives a lot of positive feedback for improving the ease in reaching out to the right subject matter expert.
- On Monday, Carri participated in the **Joint Economic Development District meeting with Canal Winchester and Violet Township**. She took our first "Wherever You (Lo)go" picture while at this meeting.
- We issued a **fact sheet about the Violet Township fire and EMS proposed levy** this week. Reporters have mentioned how much they appreciated the fact sheet – and they look forward to the additional ones to come.

### CONTACT US!

Your Fairfield County Auditor's Office:  
**WINS OF THE WEEK**



**February 1, 2024**

- Thanks to **Bev Hoskinson** for shifting her schedule and participating in the Commissioners' evening meeting on January 30<sup>th</sup>. (Carri already had Zoom meetings scheduled with a mentee.) Bev provided a quick update about the County Auditor's Office and brought back information for the team.
- On Wednesday, Dave Burgei led a meeting about **improving the lot split process**. He outlined milestones for the project and continues to gather process information from multiple stakeholders.
- Thanks to **Joanna Vanderbilt and Michele Poston** for their speedy responses to questions about the Homestead program.
- Thanks to **Greg Forquer and Makala Finley** for their good work in responding to CAUV questions.
- Thanks to **Stacy Knight and Clayton Finley** for their leadership in managing quality assurance of legal descriptions.

★ The sexennial update process for 2025 is progressing well. **In addition, we anticipate placing street level imagery of property on the website in 2024, as the data become available in the appropriate format. Realtors, bankers, insurers, residents, and other stakeholder groups have requested this additional imagery.**

- Thanks to Bev Hoskinson and team for continuing to address **disaster recovery plans** and testing of those plans. And thanks to **Amanda Rollins and Angel Horn** for their collaboration on the preparation for Budget Commission meetings.

★ **Thanks to Angel Horn and Bev Hoskinson, as well as Josh Harper and all of the team, for brainstorming about ways to resolve correction for certain tax bills (for those in the City of Lancaster). Thanks to the Treasurer's Office, Prosecutor's Office, and the leadership of the City of Lancaster, for their support with the correction plan, as well.** The correction is on average, about \$35 for \$100,000 of appraised value which should have been billed in the first half which will not have been billed until the second half. We are prepared to explain things on a case-by-case basis as needed.

- Thanks to **Jen Dickerson and Michelle Wright** for their work in filing OPERS reports in a timely manner.
- The 'regular' dog licensing season ended January 31. **Thanks for the tremendous customer service efforts of Joanna Vanderbilt, Michele Poston, and the whole team. Thanks to the support of our temporary staff, too, including Donna Fox-Moore and Savannah Knight.**

★ **The average response for public records requests is one day!** Thanks to Rachel Elsea for being on point for this effort, and thanks to the whole team for their dedication to being responsive.

**CONTACT US!**

02/06/2024

Settlements/Admin - (740) 652-7020 • Real Estate - (740) 652-7030

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co.fairfield.oh.us/auditor • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



Your Fairfield County Auditor's Office:  
**WINS OF THE WEEK**



**February 1, 2024**

- Thanks for the group effort for Financial Systems in updating the **COOP and disaster recovery plans**. Thanks to REA for maintaining good **ASAP documentation**.

★ **The entire Historic Lancaster Commission sent a nice note of thanks to Nick Dilley and team for their work in setting up map boundaries for the Commission.**

- Bravo for the steadfast work and excellent customer service of **Financial Systems** and **REA!**

★ **Thanks to Jen Dickerson and her team for traveling to Athens County to help our neighbors understand more about payroll procedures.**

- We received a nice note of thanks from ADAMH for the support and guidance provided by the Financial Systems departments. Thanks to **Bev, Angel, and Jen**, as well as the **whole team** for being of support to our local government partners.
- Finally, we are grateful that our newest employee, **Kayla Speakman**, is recovering well following the accident where she was hit by a driver in a Jeep as she crossed the street to go to work. We look forward to welcoming Kayla back to the office.

**CONTACT US!**



To: Fairfield County Commissioners & Staff  
From: Dr. Carri Brown, County Auditor  
Date: February 1, 2024  
Subjects: Updated Staff Directory; February Map of the Month; GIS Collaborates for Public Safety; Board of Revision Online Case Files; and Thank You.

### Updated Staff Directory

Please see the attached staff directory. It has been provided to all county employees and is online.

### February Map of the Month

The February Map of the Month is available. Most people do not know about the town of Galesburgh.

### Geographical Information Systems Collaborates for Public Safety

The County Auditor's Geographical Information System team has been helping with the upgrade of the public safety (sometimes referred to as E911) project. The new E911 system is built with GIS at its core. The GIS team has been working closely with the Sheriff's Office and Lancaster Police Department to coordinate data updates for addresses, roads, businesses, and response areas. These collaborative efforts are important for public safety improvements.

### Board of Revision Online Case Files

Board of Revision is providing online access to case files about real property valuation complaints. Last year, we created online access to address an anticipated increase in public records requests due to legislative changes. Public records (including complaints, counter complaints, and exhibits) are online and easily accessible. Data are updated every day. The codified deadline to file a complaint with the BOR is March 31, but that will be April 1 this year given March 31 is a Sunday.

### Thank you!

- *Thanks to Angel Horn and Bev Hoskinson, as well as Josh Harper and all of the team, for brainstorming about ways to resolve correction for certain tax bills (for those in the City of Lancaster). Thanks to the Treasurer's Office, Prosecutor's Office, and the leadership of the City of Lancaster, for their support with the correction plan.*
- *Thank you to Greg with IT for helping us obtain information within files created by former employees.*

### CONTACT US!

Settlements/Admin - (740) 652-7020 • Real Estate - (740) 652-7030  
[co.fairfield.oh.us/auditor](http://co.fairfield.oh.us/auditor) • FairCoAuditor • FairfieldCountyAuditor • FairCoAuditor • fairfield-county-auditor



# FAIRFIELD COUNTY • OHIO AUDITOR

## FAIRFIELD COUNTY AUDITOR'S OFFICE EMPLOYEE DIRECTORY

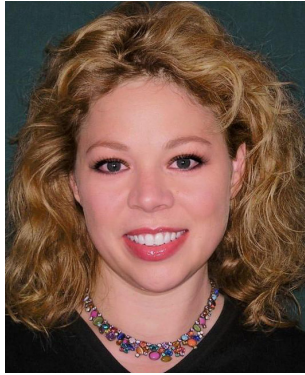
The mission of the **Fairfield County Auditor's Office** is to perform statutory duties of the County Auditor with **excellence, integrity, and innovation** while embracing **outstanding internal and external customer service** to **continuously improve county government**.

### Why do we exist?

We provide leadership with essential financial reporting and data management services to improve accountability, trustworthiness, and credibility in the private and public sectors.

**The County Auditor's Office brand is excellence!**  
**#ServeConnectProtect**

Your Fairfield County Auditor's Office:  
**SENIOR LEADERSHIP**



**Carri Brown, PhD, MBA, CGFM**  
**FAIRFIELD COUNTY AUDITOR**

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Carri.Brown@FairfieldCountyOhio.gov



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**COMMUNICATIONS OFFICER**

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Rachel.Elsea@FairfieldCountyOhio.gov



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**REAL ESTATE ASSESSMENT DIRECTOR**

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**FINANCIAL SYSTEMS DIRECTOR**

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Beverly.Hoskinson@FairfieldCountyOhio.gov

*\*Denotes the employee is a notary. Should you need notary services, please contact Rachel Elsea or Crystal Walker at the Real Estate Offices at 108 North High Street or Angel Horn, Michelle Wright or Joanna Vanderbilt at the Financial Offices at 210 East Main Street.*

Your Fairfield County Auditor's Office:  
**FINANCIAL SYSTEMS**



## Payroll Systems Management

As a centralized point for responsive information about payroll and related Auditor's Office systems, the purpose of Payroll Systems Management is to deliver exceptional customer service by ensuring employees are paid according to approved payroll schedules, in compliance with regulations and policy, while sustaining effective systems, data, records, reports, and relationships.



**Jennifer Dickerson, MPA**  
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Your Fairfield County Auditor's Office:  
**FINANCIAL SYSTEMS**



**Financial Report Management/Weights and Measures**

The purpose of the Financial Systems/Annual Comprehensive Financial Report (ACFR) Management team is to provide superior customer service to the county and vendors by preparing award-winning financial reports and disbursing funds in an accurate, timely, reliable, and technologically-proficient manner while complying with regulations and policy. Connecting with multiple departments and businesses, Weights & Measures provides equity in the marketplace by testing and inspecting weighing and measuring devices and ensuring appropriate commercial practices are in place.



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Your Fairfield County Auditor's Office:  
**FINANCIAL SYSTEMS**



## Settlements & Administration

The Settlements & Administration team calculates settlements for public entities; organizes data for tax exemptions, special assessments, levies, and Budget Commission processes; issues multiple licenses and homestead exemptions; and provides courteous administrative support with purpose, integrity, gratitude, and efficiency.



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ADMINISTRATION CLERK**

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ADMINISTRATION CLERK**

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## Geographical Information System (GIS) & Map Room

With efficiency and accuracy, GIS manages and organizes spatial and tabular datasets while developing accessible applications for the distribution, utilization, and integration of GIS technology for public entities and citizens of Fairfield County. Coordinating with the County Engineer and other leaders, the Map Room team reviews and researches surveys, deeds, and legal descriptions of property for compliance with established conveyance standards, while maintaining more than 1,200 tax maps and 71,600 parcel records.



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Your Fairfield County Auditor's Office:  
**REAL ESTATE**



## Real Estate Management

With fairness and equity, the Real Estate team transfers and appraises real property and also administers state programs for owners of agricultural properties to receive tax savings.



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Your Fairfield County Auditor's Office:  
**REAL ESTATE**



**Real Estate Management** (continued)



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**Crystal Walker\***  
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**Board of Revision Administration**

With expertise in codified processes, the Board of Revision (BOR) hears complaints on the market value of property and adjusts values as of the tax lien date when justified by evidence presented during the hearings.



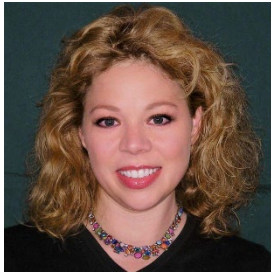
**Linda A. O'Toole, Esq**  
**BOR ADMINISTRATOR**

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# AUDITOR'S LEDGER:

## News from the County Auditor's Office



### From the Desk of County Auditor Carri Brown

I hope your new year is off to a fantastic start. I am feeling energized and excited for the year ahead. I'm especially looking forward to all of the opportunities to interact with our wonderful community in the months to come.

To start off the year, we are pleased to welcome two new team members to the Auditor's Office, who we introduce in the article below. We also announce the winner of the 2023 Map of the Year. Thank you to all who voted! You will also find information about the Board of Revision Process, our Online Property Tax Estimator Tool, our January and February Map of the Month, a special map we have onsite in our map room, and more employee highlights. As a reminder, the deadline to purchase dog tags is Jan. 31. You can learn more and purchase online [here](#).

If you missed a previous issue of our newsletter, you will find all of them posted online. We encourage you to visit our websites for ongoing updates and important information:

- [General County Auditor Information](#)
- [Real Estate Assessment Information](#)

Kindest regards,

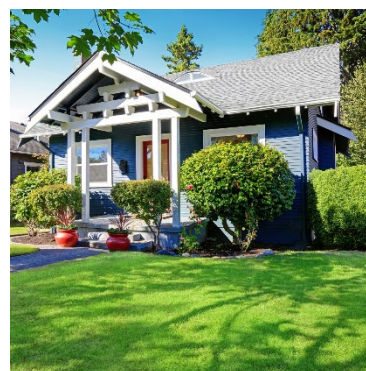
A handwritten signature in blue ink that reads "Carri L. Brown".

Carri Brown, PhD, MBA, CGFM  
County Auditor

# News From the Auditor's Office

## Property Owners Have Options with the Board of Revision Process

**Property tax rates in Ohio include *two parts*.** There is inside millage (assigned by the state) of ten mills, which are divided among local governments. (As used in reference to property tax, 1 mill is equal to \$1 in property tax levied per \$1,000 of a property's assessed value.) The second part is outside millage, or levies that are voted. "Outside" millage is requested by a local government (such as a city, village, or township), school districts, or the county (mostly on behalf of various public entities for things like senior services, social services, mental health services, parks, or protective services.) **A simple majority of yes votes is required to pass a levy for this outside millage, which comprises the *majority of the property tax levied overall*.**



Property taxes are known as *ad valorem* taxes, or taxes based on the assessed values of property. Property *values* are set every three years by order of the State Tax Commissioner, with a full mass appraisal every six years. By Ohio law, values are set to the current market value. **Recent sales of comparable property are used to inform the determination of current market value.** Values are reviewed by the State Department of Taxation and are subsequently approved by the state. **Property owners have options to contest their property valuations with the Board of Revision process.**

Property owners have the right to challenge property values informally during the update process. Property owners also have a formal avenue to contest values. They can file a complaint with the Board of Revision (BOR), a quasi-judicial, three-member board made up of the County Auditor, County Treasurer, and the President of the Board of County Commissioners. **By Ohio law, it is up to owners to present evidence supporting their opinion of value as of the tax lien date. (In this case, the tax lien date is January 1, 2023.)**

For example, that evidence might be an appraisal by a certified appraiser, documentation of recent sales of similar properties in the same neighborhood, or documentation of delayed maintenance or damage to a property. **Decisions of the BOR can be appealed by property owners to the Court of Common Pleas or the State Board of Tax Appeals.**

The deadline for filing a complaint with the BOR is March 31, 2024, for property values set as of January 1, 2023. (Taxes due relative to 2023 property values are collected in 2024).

### **There are standard, good reasons to file a complaint, such as:**

- The property has had documented damage in the last three years.
- The property has been sold on the open market (with an arms-length transaction) recently for an amount different than the value set by the county.
- An appraisal has been completed by a certified appraiser that shows a value different than the value set by the county.
- Similar properties in the same neighborhood have recently *sold* for prices which differ from the property valuation at issue.

### **Some arguments do not show fair market value:**

- While arguments based on *recent sales* of similar properties can be accepted, arguments based on *valuations* of other properties cannot be accepted to demonstrate fair market value.

- It is important to keep in mind that the *property valuation*, not the amount of taxes owed, is the subject of the complaint.

## Did You Know? Online Property Tax Estimator

Our real estate [website](#) has a tool that uses 2023 tax information to estimate payments in 2024.

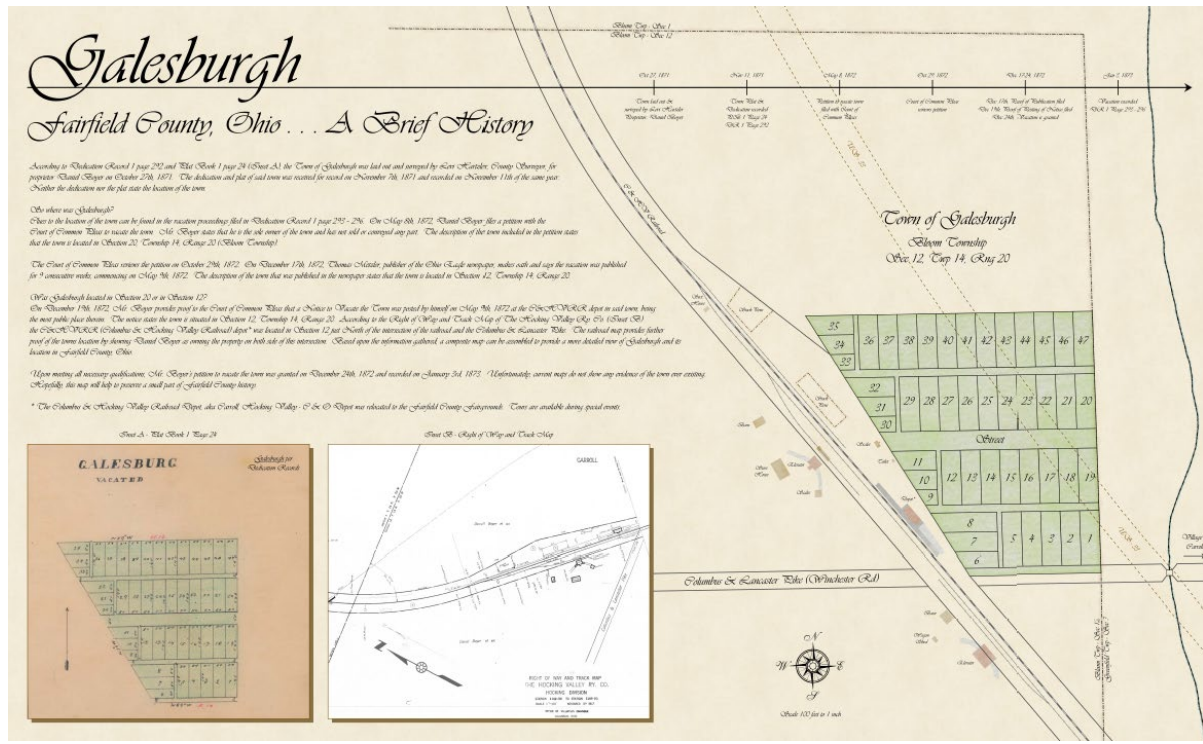
The property tax estimator tool allows interested individuals to input the tax district, market value, property classification, and any credits that would apply. The tool will then calculate the estimated property tax in a selected district. Estimates are based on current tax levy data.

A tutorial on how to use the estimator tool can be found [here](#).



## February Map of the Month

The Town of Galesburgh had a very brief history in Fairfield County. The town was laid out in October 1871, and was officially vacated in January 1873. The recorded plat does not state where the town was located. It's only through further research that a map of the former location can be created. To see and read the map in more detail click [here](#).



# Community Connections

## Local Food Pantries Benefit from Dollar General Settlement

Two local food pantries will share \$9,587, a portion of Ohio's settlement with Dollar General. Dollar General agreed to pay Ohio \$1 million because the retailer was not charging the correct or displayed price when customers paid at the register. Attorney General David Yost dedicated \$750,000 of the settlement to support food banks throughout the state.

Read the full press release [here](#).



## Fairfield County Auditor Highlights the 1801 Map of Refugee Lands

Our office is highlighting the 1801 Map of Refugee Lands in its map room. The 1801 map is a copy of an original map created by Elnathan Scofield. It includes the names of refugees from the Revolutionary War.

Many persons living outside of the American colonies provided emotional and financial support for the American Colonies during the Revolutionary War and subsequently lost their

homes, belongings, and livelihoods, or even their lives. Loyalists from Canada were promised land for “their virtuous sufferings in the cause of liberty,” and the 1801 Map of Refugee Lands outlines the location of the refugee lands, for which portions were in Franklin, Fairfield, Licking and Perry Counties.

The original map is stored in the special map section at the State Library of Ohio, which is located in Columbus, Ohio. It is the only original map of the Refugee Lands known to exist.

A copy of the map is found at the Fairfield County Auditor's Office at 108 N. High Street in Lancaster. An additional copy is found at the Decorative Arts Center of Ohio, 145 E. Main Street in Lancaster.

The Decorative Arts Center of Ohio is featuring an exhibit titled *From Struggle to Strength: Inspiring Journeys of Central Ohio's Refugee Community and Perspective of Color*, which begins Jan. 27.

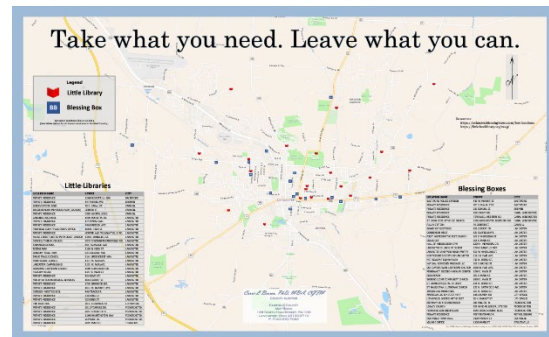
## Auditor's Office Rehomes Little Library

The Auditor's Real Estate Offices at 108 North High in Lancaster is now home to a Little Library. This Little Library was moved from the Amstutz building on the corner of Pearl and Main Streets. It can now be found on the High Street side of our building. Employees and members of the community have already brought in books to help stock the library.



## January Map of the Month - Blessing Boxes and Little Libraries

In case you missed it, the January Map of the Month features the locations of “blessing boxes” and “little libraries” throughout the Lancaster area. Blessing boxes serve as a resource for those needing a food item while little libraries have books for all ages. The idea behind these boxes is to “take what you need and leave what you can.”

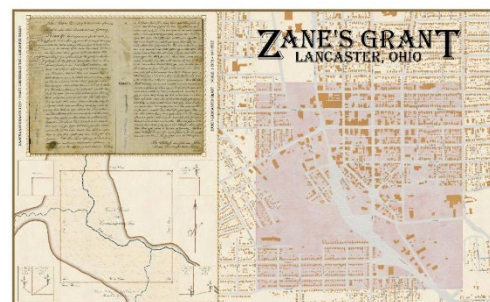


The map features known locations. A zoomable version of the map can be found [here](#).

Stacy Knight, Map Room Technician and creator of this month's map, sourced locations of these boxes throughout social media. The response from members of the community was strong and locations continue to be posted online. She is updating the map as she receives new information. Several new locations have been reported since the map was released.

## Map of the Year!

The winning map was from January 2023 and featured [Zane's Land Grant](#). This map received 33% of the total votes and was created by Nick Dilley, GIS and Map Room Manager. Thank you to everyone in the community who voted for their favorite map.



# Getting to Know Our Team

## Get to know Amanda!

### How we know she knows what she's doing:

Amanda earned her bachelor's degree in Computer Information Systems from DeVry University and went on to obtain her master's degree in Business Administration from Ohio Dominican University. She holds a certificate in Ohio Lean Belt Training through the State of Ohio. Amanda most recently worked for the Public Utilities Commission of Ohio as a business process analyst and previously, a software developer.



### Furthering her professional development, Amanda is:

Attending the NACO High-Performance Leadership Academy this year.

### When she's not in the office, you can find her:

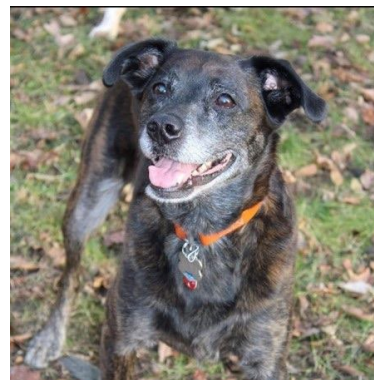
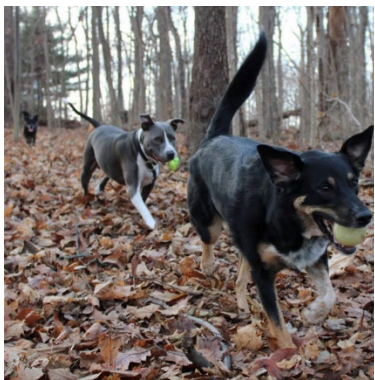
Crafting, volunteering at the local dog shelter, or hanging out at home with her husband and small zoo of animals: which consists of three dogs (sometimes up to seven dogs when dog-sitting) and two Sulcata tortoises.

### Inside The Mind of Amanda:

Amanda shared that she chooses to work at the Auditor's Office after working multiple years at the state level. "It became increasingly important to me to work at the county level to make a difference and serve my local community." She enjoys the people she works with and the fact that there is always something new to learn!

### Just For Fun:

Amanda's first job was selling customized Christmas Ornaments from a kiosk at the River Valley Mall. She defines a perfect day as spending a nice sunny day fishing with her husband while her dogs play in the yard nearby.





## Welcome, Mesina Clark & Kayla Speakman!



Mesina Clark joins the team as an ACFR Specialist. Welcome, Mesina!



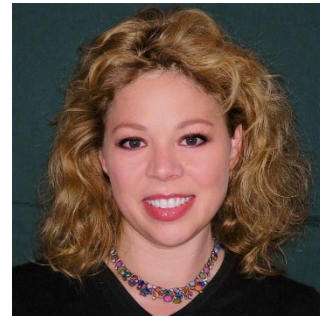
Kayla Speakman joins the team as a Settlements and Admin Clerk. We're glad to have you as part of our team, Kayla!

---

### Congratulations!

Please join us in congratulating Dr. Brown on her appointment to the Commission on Continuing Legal Education. Dr. Brown was appointed to the Commission by the Supreme Court of Ohio and will serve a three-year term beginning January 2024.

The Commission on Continuing Legal Education is a group dedicated to regulating requirements for the ongoing education of Ohio's judges and lawyers. The purpose of continuing legal education is to maintain and improve the quality of legal and judicial services in Ohio. The Commission makes recommendations on rule amendments and accredits programs and activities required for continuing legal education.



## Little Volunteers

Greame and Ainsley helped package Clifton Strength Assessments for the CAAO Leadership Summit. Also pictured, but not much help, Eleri.



## January Birthdays

January 3 – Julie  
January 11 – Stacy  
January 23 – Michele



## Resources



Follow Your Auditor's Office On  
**Social Media!**

Did you know we have over 3,000 followers across our four social media platforms? If you're not one of those 3,000, you should join and follow!

- [LinkedIn](#)
- [Facebook](#)
- [Instagram](#)
- [Twitter](#)
- [YouTube](#)



## Public Records Requests

The mode, median, and average response time for public records requests to the County Auditor's Office is within one day. If you have a request, please contact Rachel Elsea at [rachel.elsea@fairfieldcountyohio.gov](mailto:rachel.elsea@fairfieldcountyohio.gov).

## Frequently Used Forms

Most of the County Auditor forms can be found on our website. Special thanks go out to Angel Horn, Deputy Auditor, for updating our vendor forms.

[Search Forms](#)

### January Dates of Interest

- 31 – Deadline for Dog License Purchase or Renewals

### February Dates of Interest

- 7 – CAAO Leadership Summit
- 19 – Presidents Day – Offices Closed

## SAVE THE DATE

March 31 - Board of Revision Complaint Deadline

Fairfield County Auditor's Office | 108 North High Street, Lancaster, OH 43130

[Unsubscribe relsea@co.fairfield.oh.us](mailto:unsubscribe@co.fairfield.oh.us)  
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FAIRFIELD  
COUNTY • OHIO

# 2023 End-of-Year Results

*February 6, 2024*



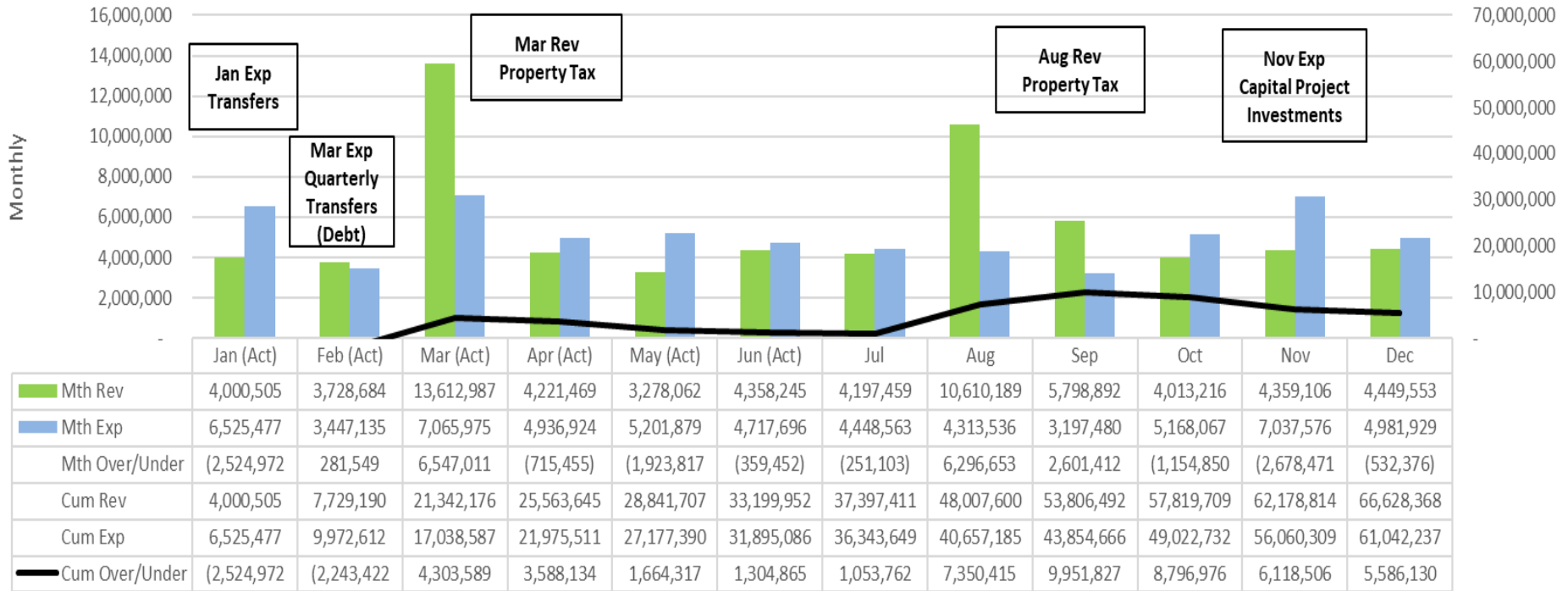
# Objectives

- Financial Analysis & Reporting
- General Fund Revenue and Expenses
- Sales Tax
- 2025 Budget
- Questions

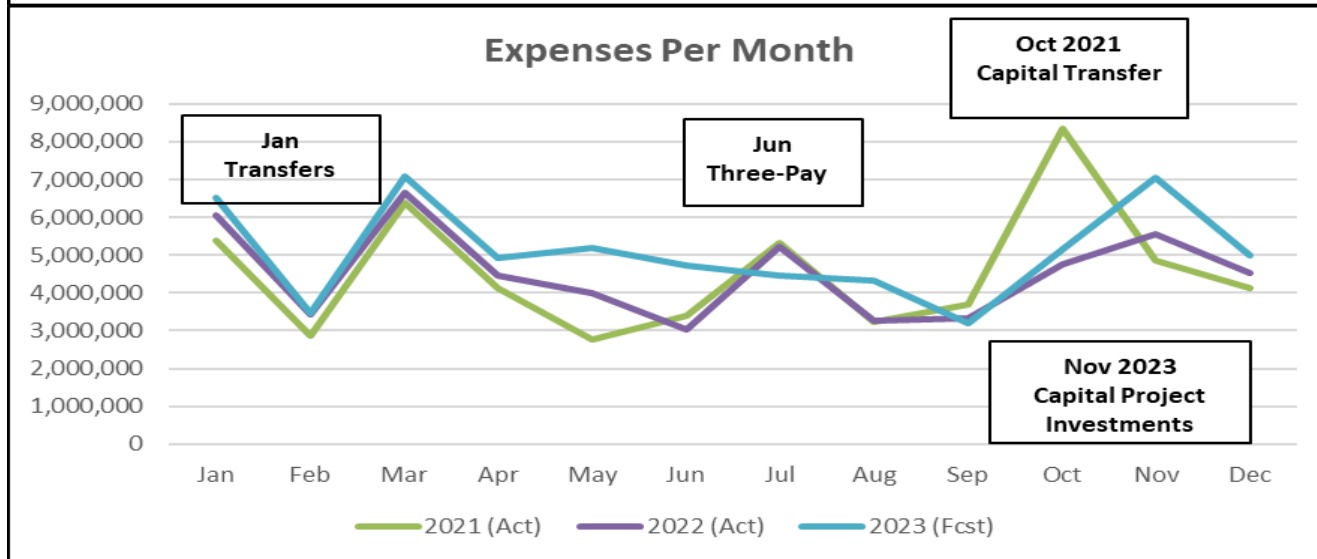
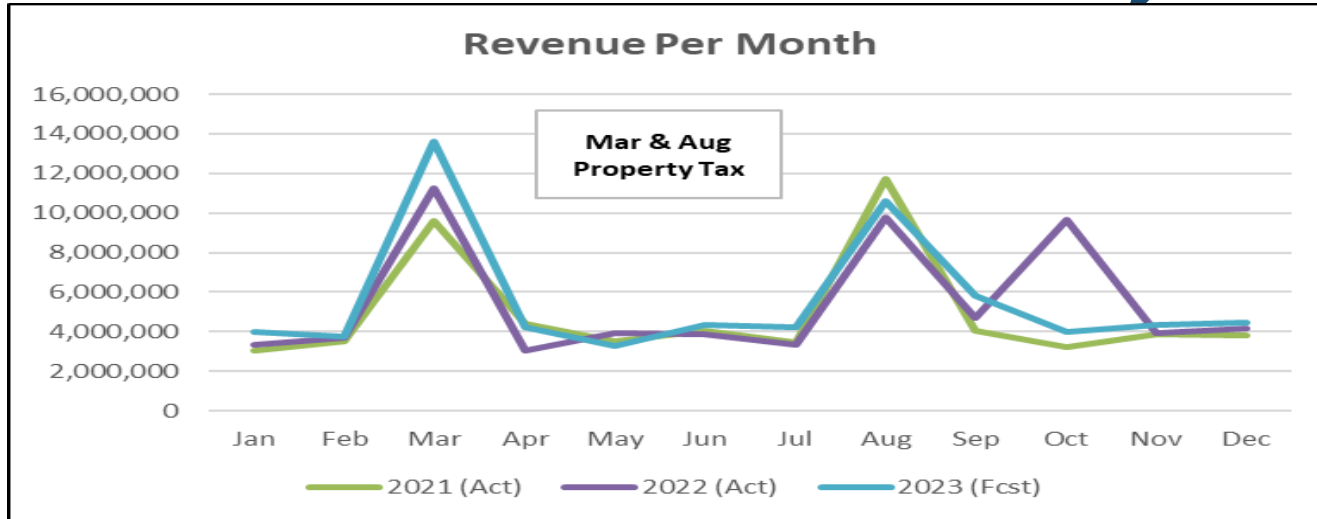


# Financial Forecast

2023 Forecast



# Financial Trend Analysis





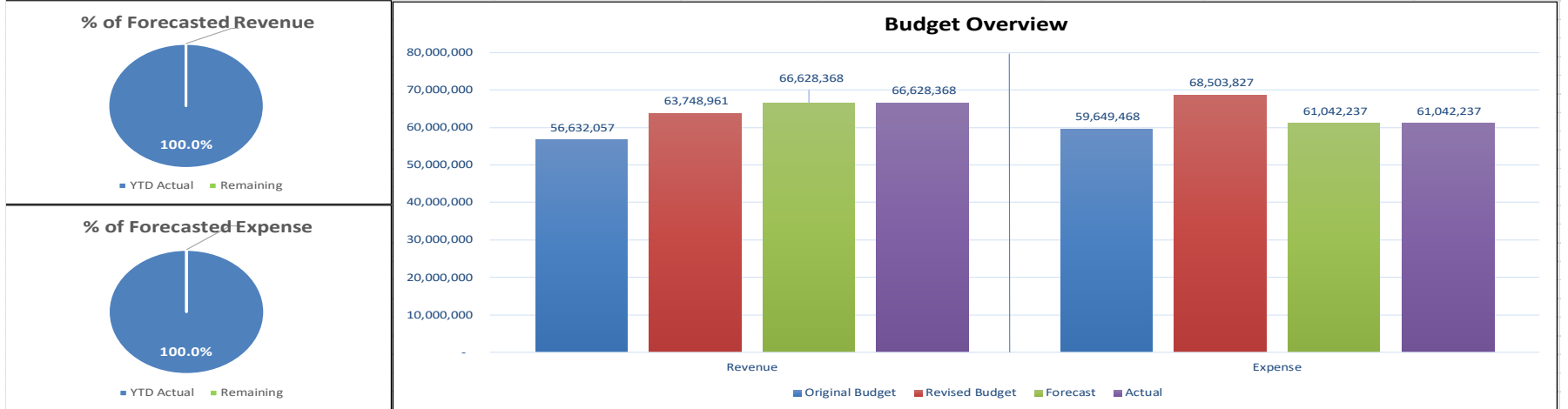
# Financial Dashboards

## Fairfield County Forecast Overview

### December Year-to-Date General Fund Dashboard

Revised (Current) Budget	Current Budget	YTD Actual	Remaining	Forecast Total	Over/Under	Notes:
Revenue	63,748,961	66,628,368	-	66,628,368	2,879,407	Estimated positive impact of \$5.6M.
Expense	68,503,827	61,042,237	-	61,042,237	(7,461,589)	
Over/Under (Revenue -Expense)	(4,754,866)	5,586,130	-	5,586,130		

2022 Actual		2023 Est Cash		Notes:
Estimated Unassigned Cash Balance	34,459,228		39,323,965	Cash Balance includes: Estimated assets for Accounts Receivable, Advances out, Advances in, and Encumbrances not pictured in this chart.



Revenue by Category	Forecast	YTD Actual	Act % YTD	Expense by Category	Forecast	YTD Actual	Act % YTD
Casino	2,336,870	2,336,870	100.0%	Capital Outlay	2,954,897	2,954,897	100.0%
Conveyance Fees	4,381,528	4,381,528	100.0%	Contractual Services	12,994,964	12,994,964	100.0%
Fees & Charges for Services	5,963,690	5,963,690	100.0%	Fringe Benefits	8,374,083	8,374,083	100.0%
Homestead Rollback	1,645,510	1,645,510	100.0%	Materials & Supplies	1,638,989	1,638,989	100.0%
Investment Earnings	6,746,933	6,746,933	100.0%	Other	179,145	179,145	100.0%
Jail Rental Income	529,472	529,472	100.0%	Personal Services	21,026,985	21,026,985	100.0%
Local Government	1,743,724	1,743,724	100.0%	Transfers	13,873,173	13,873,173	100.0%
Property Taxes	13,466,719	13,466,719	100.0%	Expense Total	61,042,237	61,042,237	100.0%
Sales & Use Tax	29,779,731	29,779,731	100.0%	Notes:			
Title Surplus transfer, unclaimed, 1	34,191	34,191	100.0%	Annual % split through December is 100%.			
Revenue Total	66,628,368	66,628,368	100.0%				

# 2023 End-of-Year Results

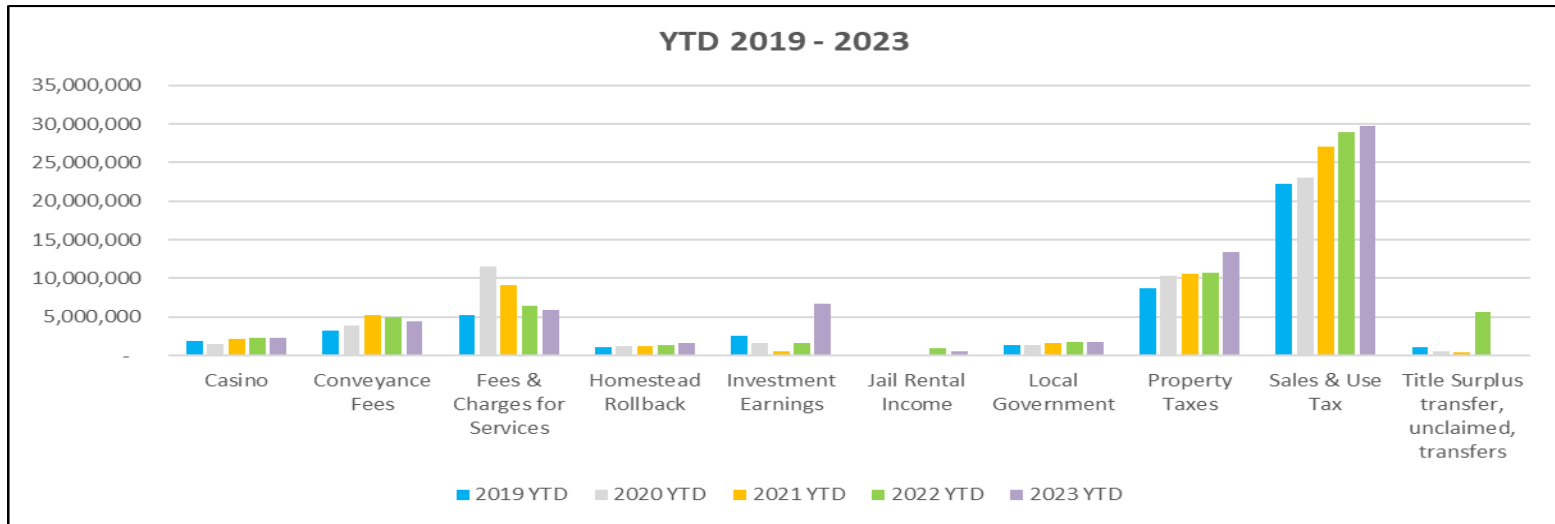


# Explanation of Revenue Categories

- Casino
  - Casino tax revenue
- Conveyance Fees
  - Property sales and transfers
- Fees & Charges for Services
  - General government, service charges, jail rental, and attorney fees, court fees
- Homestead Rollback
  - Reimbursement for lost tax revenue through Real Estate Property Tax Rollback and Homestead Exemptions are forms of property tax relief
- Investment Earnings
  - Investment revenue
- Jail Rental income
  - Jail rental revenue.
- Local Government
  - Local government revenue generated via income tax
- Property Taxes
  - Real Property or land and generally anything built on or attached to it. Manufactured homes taxes
- Sales & Use Tax
  - Applies to the retail sale, lease, and rental of tangible personal property as well as the sale of selected services in Ohio
- Transfers
  - Title Surplus transfer, unclaimed, transfers



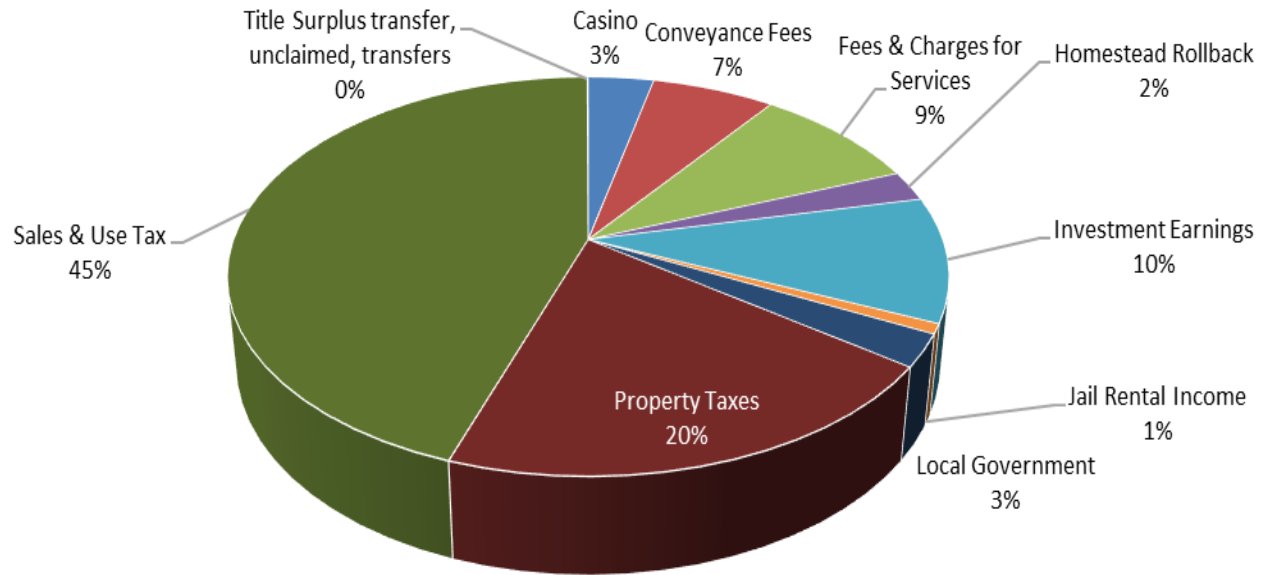
# General Fund EOY Revenues



	2019 YTD	2020 YTD	2021 YTD	2022 YTD	2023 YTD
Casino	1,897,066	1,495,682	2,150,495	2,306,573	2,336,870
Conveyance Fees	3,256,299	3,890,382	5,203,038	4,938,045	4,381,528
Fees & Charges for Services	5,195,102	11,563,769	9,094,374	6,395,310	5,963,690
Homestead Rollback	1,097,184	1,275,460	1,291,541	1,314,486	1,645,510
Investment Earnings	2,563,153	1,584,758	614,823	1,687,781	6,746,933
Jail Rental Income	22,035	8,970	41,905	936,892	529,472
Local Government	1,403,962	1,401,570	1,583,483	1,702,913	1,743,724
Property Taxes	8,732,407	10,367,110	10,658,061	10,796,015	13,466,719
Sales & Use Tax	22,317,272	23,119,833	27,027,765	28,957,419	29,779,731
Title Surplus transfer, unclaimed, transfers	1,057,091	547,279	465,775	5,598,657	34,191
<b>Grand Total</b>	<b>47,541,571</b>	<b>55,254,813</b>	<b>58,131,260</b>	<b>64,634,091</b>	<b>66,628,368</b>



# General Fund 2023 EOY Revenues



# General Fund Revenue – EOY

- Revenues for 2023 were \$66.6M vs 2022 \$64.6M. Increase equates to \$1.9M or 3.1% year-over-year.
- Year-Over-Year Increases
  - Investment Earnings up \$5.1M
  - Property taxes are up \$2.7M
  - Sales tax is up \$800k
  - Homestead Rollback up \$331k
  - Casino up \$30k
  - Local Government up \$41k
- Year-Over-Year Decreases
  - Title Surplus transfers down \$5.6M
    - Closed Fund in 2022
  - Conveyance Fees down \$557k
  - Fees & Charges for Services down \$431k
  - Jail Rental Income down \$407k



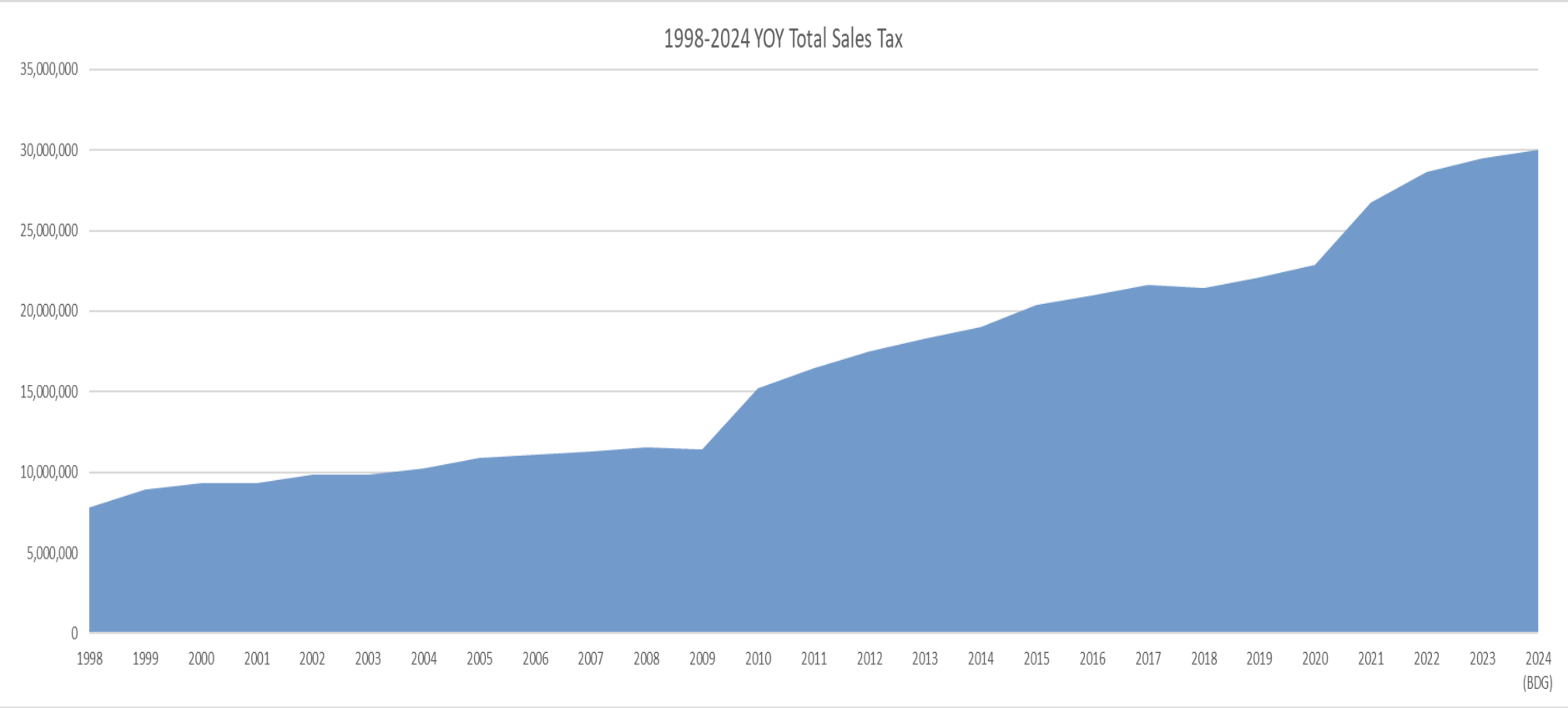
# Sales Tax Rate

- Fairfield County's sales tax rate has not increased since 2010
- Fairfield – 6.75%
- Hocking – 7.25%
- Licking, Perry, Ross, & Pickaway – 7.25%
- Franklin – 7.50%



# Annual Sales Tax

1998-2024 YOY Total Sales Tax





# Explanation of Expense Categories

- Capital Outlay
  - Expenditures for the acquisition cost of capital assets, such as equipment, or expenditures to make improvements to capital assets
- Contractual Services
  - Contract services, travel reimbursement, training, membership and dues, and advertising
- Fringe Benefits
  - Health insurance, life insurance, EAP, PERS, Medicare, workers comp, and unemployment
- Material and Supplies
  - Supplies, fuel, postage, and clothing
- Other
  - Refunds, reimbursements, community support, settlements, and allowances
- Personal Services
  - Salaries, overtime, sick & vacation payout, and comp-time
- Transfers
  - Allocations, grant match, debt obligations, and funding capital projects



# Expenditures – EOY

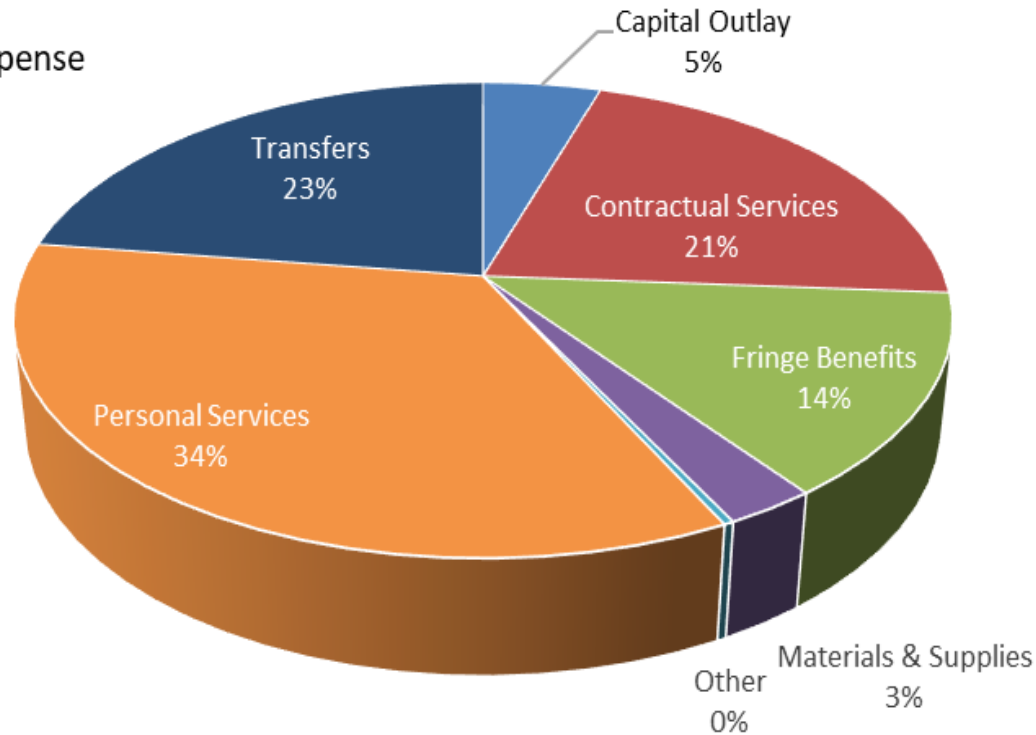


Row Labels	2019	2020	2021	2022	2023
Capital Outlay	1,614,028	1,603,747	1,589,551	1,542,966	2,954,897
Contractual Services	10,229,573	10,151,174	11,162,694	11,464,837	12,994,964
Fringe Benefits	7,536,172	7,700,530	7,606,882	8,145,338	8,374,083
Materials & Supplies	1,281,209	1,359,161	1,208,402	1,469,037	1,638,989
Other	141,851	158,598	251,708	142,350	179,145
Personal Services	16,158,788	17,583,882	18,702,148	20,462,136	21,026,985
Transfers	8,920,043	7,122,756	14,023,445	11,058,104	13,873,173
<b>Grand Total</b>	<b>45,881,664</b>	<b>45,679,847</b>	<b>54,544,831</b>	<b>54,284,768</b>	<b>61,042,237</b>



# Expenditures 2023 YTD

2023 EOY % Expense  
by Category



# General Fund Expenditures – EOY

- Expenses in 2023 were \$61M vs \$54.3M in 2022. Increase equates to \$6.8M or 12.4% year-over-year.
  - Transfer Increases \$2.8M
    - Workforce Center, Salt Barn, Airport, County buildings, and County parking lot projects
  - Contract Services increase \$1.5M
    - Contract Services
      - Investments in County IT services
      - Board of Elections cost related to elections
    - Court Appointed Attorney
    - Electronic Monitoring
  - Capital Outlay increase \$1.4M
    - Investments in County technology services
    - Vehicle investments that moved from 2024 to 2023



# 2025 Budgets

- Commissioners Finance department will be holding an internal meeting in February 2024.
- Will release 2025 budget schedule on April 2<sup>nd</sup>.
- 2025 Budget Hearings schedules have been completed.



# Questions



REGULAR AGENDA #5 - 2024  
FAIRFIELD COUNTY COMMISSIONERS' OFFICE  
FEBRUARY 06, 2024

AGENDA FOR TUESDAY, FEBRUARY 06, 2024

- 9:00 AM Review
- Regular Meeting
- Pledge of Allegiance
- Announcements
- Approval of Minutes for January 30, 2024
- Fairfield County Auditor- Payroll
- 2024-02.06.a A Resolution Authorizing a Memo Expense Memo Receipt for the General Fund 2% Administration fee for Managing the County Self-Insurance Program, Fund# 5376 to General #1001 [Auditor- Payroll]
- Fairfield County Emergency Management Agency
- 2024-02.06.b A Resolution Authorizing the Approval of an Advance from the General Fund to EMA – Fund 2890, Sub Fund 8324, Hazardous Materials Emergency Planning Grant (HMEP) [EMA]
- Fairfield County Engineer
- 2024-02.06.c A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund 2050 for Annual Inspections in Various Subdivisions as of 01/30/2024 [Engineer]
- Fairfield County Facilities
- 2024-02.06.d A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement between South Central Power and the Commissioners [Facilities]
- Fairfield County Job and Family Services
- 2024-02.06.e A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to the Fairfield County Health Department as a Memo Expenditure for Fund #2072, Public Children's Services [JFS]
- 2024-02.06.f A Resolution Authorizing the Approval of a Service Agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services [JFS]

Fairfield County Juvenile/Probate Court

2024-02.06.g A Resolution Authorizing the Approval of a Service Contract by Fairfield County Juvenile Court and Connexion West [Juvenile/Probate Court]

Fairfield County Regional Planning Commission

2024-02.06.h A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Baltimore Waterline Improvement Project. [Regional Planning Commission]

Payment of Bills

2024-02.06.i A Resolution Authorizing the Approval of the Payment of Invoices for Departments that Need Board of Commissioners' Approval [Commissioners]

The next Regular Meeting is scheduled for February 13, 2024, 9:00 a.m.

Adjourn



**Regular Meeting #4 - 2024**  
**Fairfield County Commissioners' Office**  
**January 30, 2024**

**Review Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Steve Davis and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Financial Systems Director, Bev Hoskinson; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorney, Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities and EMA Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; and FCFC Manager, Tiffany Wilson. Also present: Major Bryan DeMichael, Christine Simmons, Elizabeth Moe, Jeff Williamsen, Nick Bondren, Deb Connell, Francis Martin, Barb Martin, Anna Tobin, Ray Stemen, Judy Stemen, Sherry Pymmer, David Hodge, L. Thomas, Sue Mazzarini, Beth Chalfant, Patsy Cole, and Betty Bennett.

Virtual attendees: Jeremiah Upp, Rick Szabrak, Holly Mattei, Deb, Tony Vogel, Shelby Hunt, Bill, and Melissa Connor.

**Welcome**

Commissioner Levacy opened the meeting by welcoming everyone in attendance.

**Lancaster Festival Update**

Deb Connell, Executive Director of the Lancaster Festival, spoke about the results of the Festival's Impact Study. Ms. Connell thanked Commissioner Davis for participating in the study and added that the area has a reputation for being an artful community. She stated that 50,000 visitors came into the community for the 2023 Lancaster Festival and visited restaurants and shops. She added that many visitors were from other counties and states, and that several hundred volunteers are needed for the event which generated an estimated economic impact of \$12.5M in the state and \$9.9M in Fairfield County. Ms. Connell also added that the festival sources as much as it can from the area, that there has been a 40% increase in economic output in the last five years, and that this is the 40<sup>th</sup> year of the festival.

Commissioner Levacy spoke about the festival starting on Broad Street and added how amazing it has been to see the growth of the festival and its impact on the community.

Commissioner Fix asked Ms. Connell to talk about the comparisons of the festival to other festivals in the country.

Ms. Connell stated that the festival was originally framed after the Spoleto Festival and that the Lancaster Festival is now outpacing it in many areas. She added that the Lancaster Festival is similar in attendance and support as the Aspen festival and the Aspen area outpaces our area in population. She further added that the Lancaster Festival is outpacing the Cincinnati Festival on name recognition and that one of the goals of the Lancaster Festival is to be nationally recognized and that it is getting to that level of recognition.

Commissioner Davis spoke about attending Festival events both large and small and added that he enjoyed them all.

Ms. Connell spoke about attending the event with her grandmother and watching the Columbus Symphony Orchestra.

**Regular Meeting #4 - 2024**  
**Fairfield County Commissioners' Office**  
**January 30, 2024**

**Healthy Aging Grant Recognized**

Heather O'Keefe, introduced the healthy Aging Grant Award recipients

United Way Director, Christine Simmons, spoke about United Way's large number of dedicated volunteers and its 30 plus programs in Fairfield County. She added that the Healthy Aging Grand funds will support the tax program, which has completed over 16,578 tax returns since the program's inception. She added that United Way anticipates serving over 375 clients in 2024 that are over age 60. Ms. Simmons closed by speaking about the United Way Polar Plunge event.

The Commissioners thanked Christine and United Way for all they have done and are doing for the community.

Meals on Wheels Director, Anna Tobin, stated that the mission is to provide nutritious meals and services and added that the agency has recently been renamed the Senior Hub/Meals on Wheels of Fairfield County. Ms. Tobin stated that over 2800 seniors were served in the programs last year and that the Healthy Aging Grant funds will support 420 home delivered meals for over a month. She added that along with a meal, seniors receive an important safety check and a chance to see someone when they otherwise might not. She voiced her excitement over the funds providing for a computer lab with laptops, cell phones and tablets and using volunteers to assist with digital competencies.

Commissioners Levacy and Fix stated their appreciation for all the agency's services.

Commissioner Davis spoke about being moved by the great numbers of volunteers stated that he would like to thank Ms. Tobin, her staff, and the volunteers, on behalf of the Commissioners' office.

Salvation Army Major, Bryan DeMichael, thanked Ms. O'Keefe and added that the grant resources would be used for direct services in the food pantry and other areas. He added there have been over 500 instances where we have served seniors that have come in for assistance.

Commissioner Davis congratulated the Major on his promotion and thanked him for his service. He also spoke about volunteering by ringing the red kettle bell.

Commissioners Fix and Levacy also thanked Major DeMichael for his service.

New Horizons Mental Health Director, Elizabeth Chalfant, stated that the agency has 367 active clients over the age of 60 that do not have insurance or Medicare. She also stated that the grant will teach seniors how to use technology safely and will help get them connected to other services that will help sustain them in their own homes. Ms. Chalfant thanked Ms. O'Keefe for her assistance with the grant.

Commissioner Levacy spoke about the importance of teaching the elderly population how to help themselves and find needed resources.

Commissioners Fix and Davis spoke about how touched they are by the deep and breadth assistance provided by the grant funds and thanked the recipients for coming to the meeting and speaking.

**Regular Meeting #4 - 2024  
Fairfield County Commissioners' Office  
January 30, 2024**

**Public Comments**

Sue Mazzarini of Liberty Township urged the Commissioners to create exclusionary zones to prohibit solar energy farms.

Nick Bondren of the Land Liberty Coalition of Ohio emphasized the importance of property rights of citizens.

Ray Stemen of Lancaster spoke in opposition to non-government organizations which he believes are too influential in politics.

Jeff Williamsen of Baltimore urged the Commissioners to create exclusionary zones to prohibit solar energy farms.

Sherry Pymer of Walnut Township spoke in opposition to solar energy farms.

Judy Stemen of Lancaster offered her concerns for what she believes is a shift in power in politics.

**Legal Update**

There was no legal update.

**County Administration Update**

- *The County Administration Update was provided by County Administrator, Aundrea Cordle, unless otherwise noted.*

**Week in Review**

*The Administrative Courthouse Featured on NBC4*

NBC4 interviewed Facilities Director, Jon Kochis, to showcase the interior and exterior improvements made to the Administrative Courthouse over a three year renovation period. The \$6M investment is saving the county \$456k a year in energy and operational costs.

Commissioner Davis stated that it is difficult to spend money on a building but even more difficult to leave a building in disrepair.

*The January Fairfield County E-News*

The Fairfield County E-News Update for January is now available. To receive these updates on what is happening around the county, sign up on the homepage of the county's website.

*Ohio Public Employer Labor Relations Association Pacesetter Award*

Jeff Porter received the Pacesetter Award for his demonstration of innovative leadership which resulted in a positive impact to public sector labor relations. This award recognized the outstanding work that Jeff has accomplished with the employee physical and mental health clinics.

**Regular Meeting #4 - 2024**  
**Fairfield County Commissioners' Office**  
**January 30, 2024**

*Violet Township Fire Chief Retirements*

Congratulations to Assistant Chief Paxton, Battalion Chief and former Chief Kenn Taylor. They served Violet Township for 76 combined years.

Commissioner Fix stated that Assistant Chief Paxton and Battalion Chief Kenn were great public servants that served their community for many years.

**Highlights of Resolutions**

*Administrative Approvals*

The review packet contains a list of administrative approvals.

*Resolution Review*

There are 19 resolutions on the agenda for the voting meeting.

Resolutions of note:

- A resolution for a Type II Expedited Annexation of 45.1 acres from Pleasant Township to the City of Lancaster.
- A resolution from the Auditor rescinding resolution 2024-01.16.q for Fund # 2072, Children's Services Fund, due to not having enough money on the certificate.
- A resolution from the Engineer's Office for a feasibility study with Burgess & Niple, Inc., for the intersection of Coonpath and Election House roads.
- A resolution to contract with Moseley Elevator for elevator modernization at the Fairfield Center.
- A resolution to approve the contract and licensing with TeamDynamix Solutions, LLC, for an IT and Enterprise Service Management System.
- A resolution for the approval of a contract for LFCAA to administer the PY2024 CHIP (Community Housing and Impact Preservation) Program.
- A resolution from RPC to update the Citizen Participation Plan for the CDBG (Community Development Block Grant) program.
- A resolution to update and reaffirm the Fairfield County Fair Housing Program and Policy.
- A resolution renewing and agreement with the Fairfield County Sheriff's Office and Trinity Services Group, for inmate food services for the Fairfield County Jail.
- A resolution from the Siff's Office approving the acceptance of a donation of a 2016 and a 2017 Dodge Charger from the City of Canal Winchester.

**Budget Review**

- Budget Director, Bart Hampson, had no update.

**Calendar Review/Invitations Received**

- *A review of the calendar and invitations received was provided by the Clerk to the Board of Commissioners, Rochelle Menningen.*

**Regular Meeting #4 - 2024**  
**Fairfield County Commissioners' Office**  
**January 30, 2024**

- Ohio Chamber of Commerce's 2024 Housing Summit, February 1, 2024, 9:00 a.m., Ohio Statehouse, 1 Capitol Sq., Columbus
- Everybody Loves Transit Pickerington Loop Ride-a-Long with Representative Jeff LaRe, February 5, 2024, 10:00 a.m., Giant Eagle, 873 Refugee Rd., Pickerington
- Fairfield County Board of Developmental Disabilities 14th Annual Celebration of Possibilities, March 20, 2024, 6:00 p.m., Wigwam Event Center, 10190 Blacklick Eastern Rd. NW, Pickerington

**Correspondence**

- *A review of correspondence received was provided by Ms. Menningen.*
  - Economic Impact of the Lancaster Festival Document, December 2023
  - Cirba Solutions Battery Management & Materials Notice of Temporary Authorization Request Associated with RCRA Permit Renewal Application
  - Memo, Dr. Carri Brown, County Auditor, January 18, 2024, Subjects: Legal Description Approval Statistic; Overview of Property Tax Rates; and the Board of Revision Process
  - "Wins of the Week", Dr. Carri Brown, County Auditor, January 18, 2024
  - Press Release, Office of the County Auditor, January 25, 2024, "Fairfield County Auditor Highlights the 1801 Map of Refugee Lands"
  - Fairfield County Sheriff, Alex Lape, 2023 Law Enforcement Trust Fund Report
  - Press Release, Fairfield County Health Department, January 23, 2024, "Two Traffic Fatalities in Quarter 4 of 2023 in Fairfield County"
  - Fairfield County Health District Advisory Council Updates and Reports
  - Federal Emergency Management Agency, January 16, 2024, Letter Regarding Floodplain Management
  - Fairfield County Prosecutor, R. Kyle Witt, 2023 Law Enforcement Trust Fund Report
  - County Commissioners Association of Ohio, 2024 Member Certificate
  - Fairfield County Auditor's Wins of the Week, January 25, 2024
  - Memo, Fairfield County Auditor, January 25, 2024, Subjects: Budget Commission, Basil-Western Road Project, Dog Registration Deadline & Virtual Dog Show, Homestead Program, 2024 Performance Assessments and Annual Retreat, US Census Reporting, and OPERS Analysis
  - Lancaster Eagle Gazette, January 26, 2024, Jeff Barron, "Juvenile Court Judge Terre Vandervoort Heads Plan to Prevent School Violence"
  - Letters from County Resident in Support of Industrial Solar Projects
  - Department of Commerce, Division of Liquor Control, January 23, 2024, Letter Amending Applicant Name, Permit #2485484
  - Ohio Department of Transportation, January 22, 2024, Letter Regarding Open House Meeting for I-70/SR 256/Taylor Road Interchange Improvements, FAI/LIC IR70 0.00/0.00 PID 96808
  - Thank You Notes from Eagle Scout Honoree

**Regular Meeting #4 - 2024**  
**Fairfield County Commissioners' Office**  
**January 30, 2024**

- *NBC4i, WCMH*, January 24, 2024, “See Fairfield County Courthouse’s New Look”
- Newsletter, *Fairfield County E-News Updates*, January 26, 2024

**Old Business**

Commissioner Fix stated the Land Use Plan is nearing completion and that meetings with the entities’ trustees and mayors will soon occur for final review.

Commissioner Davis stated that he has met with an environmental scientist several times regarding solar energy farms and that her services were approved through the Administrative Approvals procedure.

**New Business**

Commissioner Davis attended the first meeting of the legislator’s Indigent Task Force regarding the high indigent defense rates and added he has been asked to speak in front of the task force on the matter.

Commissioner Fix pointed out that Commissioner Davis is the only county commissioner in the state of Ohio to participate in this task force and was asked to do so by the County Commissioners Association of Ohio.

Commissioner Davis thanked Officer Schorr for being at the meeting.

Commissioner Levacy has been participating in the Governors Executive Workforce Board and added Lt. Governor Husted and the Board hope to resolve the issue of the rising price of childcare.

Commissioner Fix stated he met with Berne Union Superintendent Jon Parker to visit Berne Union’s new school building which was funded by gas pipelines in Berne Township and at zero expense to the taxpayers. He also met with the new mayor of the village of Carroll and was excited to speak with him regarding the Land Use Plan. The Commissioner added he will also meet with the new mayor of Baltimore.

Recorder McKenzie reported her office purchased a new computer and upgraded the program for veteran ID cards.

Treasurer Bahnsen spoke about the payment process of property taxes.

Commissioner Davis spoke about the accomplishments of the Investment Advisory Committee.

Bev Hoskinson shared that the Auditor’s Office issued the 1099’s earlier than planned this year and are planning training sessions for financial reporting. She added the office will be updating the real estate assessment website with street level views.

Rick Szabrak shared that Urban Restorations received a \$2M transformational grant from the state for the Shumaker Building renovation and spoke about attending College and Career Day at Pickerington High School to present the Workforce Center’s career readiness program.

Dan Neeley spoke about the resolution for the IT Enterprise Management Service System which applies to the strategic plan.

**Regular Meeting #4 - 2024**  
**Fairfield County Commissioners' Office**  
**January 30, 2024**

**Regular (Voting) Meeting**

The Commissioners met at 9:00 a.m. in the Commissioners' Hearing Room located at 210 E. Main St., Lancaster, OH. Commissioner Levacy called the meeting to order, and the following Commissioners were present: Steve Davis and Dave Levacy. County employees present: County Administrator Aundrea Cordle; Deputy County Administrator Jeff Porter; Clerk to the Commissioners, Rochelle Menningen; Communications & Information Coordinator, Bennett Niceswanger; Financial Systems Director, Bev Hoskinson; Recorder Lisa McKenzie; Treasurer James Bahnsen; Assistant Prosecuting Attorney, Steven Darnell; Budget Director, Bart Hampson; JFS Director, Corey Clark; IT Director, Dan Neeley; Facilities and EMA Director, Jon Kochis; Utilities Director, Tony Vogel; JFS Deputy Director, Heather O'Keefe; and FCFC Manager, Tiffany Wilson. Also present: Major Bryan DeMichael, Christine Simmons, Elizabeth Moe, Jeff Williamsen, Nick Dundren, Deb Connell, Francis Martin, Barb Martin, Anna Tobin, Ray Stemen, Judy Stemen, Sherry Pymer, David Hodge, L. Thomas, Sue Mazzarini, Beth Chalfant, Patsy Cole, and Betty Bennett.

Virtual attendees: Jeremiah Upp, Rick Szabrak, Holly Mattei, Deb, Tony Vogel, Shelby Hunt, Bill, and Melisaa Connor.

**Pledge of Allegiance**

Commissioner Levacy asked everyone to rise as able and led the Pledge of Allegiance.

**Announcements**

Clerk Menningen stated resolution 2024-01.30.1 had a mistake but is reflected correctly in the agenda packet.

**Approval of Minutes for January 23, 2024**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the Minutes for the Tuesday, January 23, 2024, meeting.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Steve Davis and Dave Levacy  
Abstain: Jeff Fix

**Approval of Resolutions from the Board of Commissioners**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Board of Commissioners:

- 2024-01.30.a      A resolution to approve the annexation of 45.1 +/- acres from Pleasant Township to the City of Lancaster, Expedited Type II, pursuant to ORC 709.023, Annexation of Land by the agents for petitioners, David Hodge, Esq., Aaron Underhill, Esq., and Eric Zartman, Esq.
  
- 2024-01.30.b      A resolution to appropriate from unappropriated in major expenditure object category contractual services.
  
- 2024-01.30.c      A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2730, sub fund # 8343, PY2023 CHIP/CDBG grant.

**Regular Meeting #4 - 2024  
Fairfield County Commissioners' Office  
January 30, 2024**

2024-01.30.d      A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2731, sub fund# 8344, PY2023 CHIP/HOME grant.

David Hodge, Esq., stated the purpose of the annexation is to facilitate additional housing in the City of Lancaster and work through a zoning process with the city. He added that the petition fulfills the statutory requirements and respectfully requested the approval of the annexation petition.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from the Fairfield County Auditor - Finance**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from the Fairfield County Auditor - Finance:

2024-01.30.e      A resolution to approve to appropriate from unappropriated into a major expense category & Cash Advance General Fund #1001 for Fund # 2731, sub fund# 8344, PY2023 CHIP/HOME grant.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from Fairfield County Emergency Management**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Emergency Management:

2024-01.30.f      A resolution authorizing the reduction of appropriations in major expenditure object categories for the EMA Fund #2707, sub fund# 8323 FY2023 Emergency Management Performance Grant.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of Resolutions from Fairfield County Engineer**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Engineer:

2024-01.30.g      A resolution to approve an Agreement between Fairfield County and Burgess & Niple, Inc.

2024-01.30.h      A resolution to appropriate from unappropriated in a major expenditure object category County Engineer 2024-Motor Vehicle for materials & supplies.

Roll call vote of the motion resulted as follows:  
Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy



**Regular Meeting #4 - 2024  
Fairfield County Commissioners' Office  
January 30, 2024**

**Approval of a Resolution from Fairfield County Facilities**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Facilities:

- 2024-01.30.i      A Resolution approving a Contract between Moseley Elevator, and the Fairfield County Commissioners for Elevator Modernization at the Fairfield Center.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from Fairfield County Information Technology**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Information Technology:

- 2024-01.30.j      A resolution to approve the master services contract and licensing for use of an IT and Enterprise Service Management System between the Fairfield County Board of Commissioners and TeamDynamix Solutions, LLC under Omnia Partners contract #01-121.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from Fairfield County Job and Family Services**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Job and Family Services:

- 2024-01.30.k      A resolution to approve a memo receipt and expenditure for Fairfield County Job & Family Servies, Fund 2599 reimbursing Fund 2018.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from Lancaster-Fairfield Community Action Agency**

On the motion of Jeff Fix the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Lancaster-Fairfield Community Action Agency:

- 2024-01.30.l      A resolution for the approval of a contract for Lancaster- Fairfield Community Action Agency to Administer the Program Year 2023 Community Housing Impact and Preservation (CHIP) Program.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of Resolutions from the Fairfield County Regional Planning Commission**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Regional Planning Commission:

**Regular Meeting #4 - 2024  
Fairfield County Commissioners' Office  
January 30, 2024**

2024-01.30.m A resolution to update the Citizen Participation Plan for the Community Development Block Grant program.

2024-01.30.n A resolution to update and reaffirm the Fairfield County Fair Housing Program and Policy.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of Resolutions from the Fairfield County Sheriff**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolutions from the Fairfield County Sheriff:

2024-01.30.o A resolution authorizing the approval of renewing an agreement with the Fairfield County Sheriff's Office and Trinity Services Group, Inc.

2024-01.30.p A resolution authorizing the approval of accepting two donated vehicles from the City of Canal Winchester.

2024-01.30.q A resolution authorizing the approval of an advance from the General Fund to Fund 2503, Police Revolving.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of a Resolution from Fairfield County Utilities**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution from Fairfield County Utilities:

2024-01.30.r A resolution to approve a reimbursement for share of costs as a memo expenditure for fund # 5044, 5842, & 5841.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Approval of the Payment of Bills**

On the motion of Jeff Fix and the second of Steve Davis, the Board of Commissioners voted to approve the following resolution for the Payment of Bills:

2024-01.30.r A resolution authorizing the approval of payments of invoices for departments that need the Board of Commissioners' approval.

Roll call vote of the motion resulted as follows:

Voting aye thereon: Jeff Fix, Steve Davis, and Dave Levacy

**Adjournment**

Commissioner Davis stated the news article about upgrades to county-owned buildings could have given the illusion that solar panels were installed on top of the buildings and emphasized that was not the case.

Regular Meeting #4 - 2024 – January 30, 2024

- 10 -



**A resolution authorizing a memo expense memo receipt for the General Fund 2% administration fee for managing the county self-insurance program, Fund# 5376 TO GENERAL #1001 – Fairfield County Auditor**

**WHEREAS**, the Auditor Finance Department manages agency fund #5376, the Self-Funded Health Insurance fund; and

**WHEREAS**, the general fund is to be reimbursed a 2% administration fee for management of the fund and program; and

**WHEREAS**, the 2% administration fee for October through December 2023 for \$85,252.24; and

**WHEREAS**, a memo expense memo receipt will move the administration fee to the General Fund; and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Auditor reflect the following memo receipt:

00100110 434100 General Government Legislative/Executive \$85,252.24

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant paying the General Fund its two percent Administrative Fee.

Memo expenditure as referenced below:

12537600 580111 Health Insurance Admin \$85,252.24

Prepared by: Kit Burley  
cc: Staci Knisley, Commissioners Office

# Account Detail History



2023 Period 10 to 12  
 Entry Date On or After: 1/1/1900  
 Include Entries: No Selection

Year	Per	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
<b>12537600 434501</b>				<b>PREM ER&amp;EE HEALTH/RX</b>						<b>6.33</b>	<b>4,245,144.86</b>	<b>(4,245,138.53)</b>
2023	10	<a href="#">148</a>	PRJ	10/6/2023	2319E	12319E	9E				15,843.09	-15,843.09
2023	10	<a href="#">276</a>	PRJ	10/6/2023	2320	12320	0			2.11		-15,840.98
2023	10	<a href="#">276</a>	PRJ	10/6/2023	2320	12320	0				592,088.42	-607,929.40
2023	10	<a href="#">946</a>	PRJ	10/20/2023	2320E	12320E	0E				15,845.20	-623,774.60
2023	10	<a href="#">1061</a>	PRJ	10/20/2023	2321	12321	1				583,396.30	-1,207,170.90
2023	11	<a href="#">82</a>	PRJ	11/3/2023	2322	12322	2				572,899.82	-1,780,070.72
2023	11	<a href="#">172</a>	PRJ	11/6/2023	2321E	12321E	1E				15,843.09	-1,795,913.81
2023	11	<a href="#">1002</a>	PRJ	11/17/2023	2323	12323	3				585,594.26	-2,381,508.07
2023	11	<a href="#">1233</a>	PRJ	11/21/2023	2322E	12322E	2E				15,845.20	-2,397,353.27
2023	12	<a href="#">49</a>	PRJ	12/1/2023	2324	12324	4			2.11		-2,397,351.16
2023	12	<a href="#">49</a>	PRJ	12/1/2023	2324	12324	4				599,237.74	-2,996,588.90
2023	12	<a href="#">376</a>	PRJ	12/6/2023	2323E	12323E	3E				16,202.21	-3,012,791.11
2023	12	<a href="#">1065</a>	PRJ	12/15/2023	2325	12325	5				608,615.85	-3,621,406.96
2023	12	<a href="#">1550</a>	PRJ	12/21/2023	2324E	12324E	4E				16,204.32	-3,637,611.28
2023	12	<a href="#">1762</a>	PRJ	12/29/2023	2326	12326	6			2.11		-3,637,609.17
2023	12	<a href="#">1762</a>	PRJ	12/29/2023	2326	12326	6				607,529.36	-4,245,138.53
<b>12537600 434502</b>				<b>PREM EE SELF PAY HEALTH/RX</b>						<b>0.00</b>	<b>17,473.57</b>	<b>(17,473.57)</b>
2023	10	<a href="#">1419</a>	CRP	10/23/2023	1200	949579					6,349.77	-6,349.77
2023	11	<a href="#">291</a>	CRP	11/2/2023	1204	951147					134.89	-6,484.66
2023	11	<a href="#">1759</a>	CRP	11/22/2023	1200	955043					5,219.06	-11,703.72

# Account Detail History



2023 Period 10 to 12  
 Entry Date On or After: 1/1/1900  
 Include Entries: No Selection

Year	Per	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
2023	11	<a href="#">1973</a>	CRP	11/28/2023	1204	955396					134.89	-11,838.61
2023	11	<a href="#">1973</a>	CRP	11/28/2023	1204	955423					899.25	-12,737.86
2023	12	<a href="#">396</a>	CRP	12/4/2023	1204	956110					56.61	-12,794.47
2023	12	<a href="#">572</a>	CRP	12/5/2023	1204	956526					944.21	-13,738.68
2023	12	<a href="#">1164</a>	CRP	12/12/2023	1204	957515					3,593.26	-17,331.94
2023	12	<a href="#">1926</a>	CRP	12/29/2023	1204	960574					141.63	-17,473.57
										6.33	4,262,618.43	(4,262,612.10)

$$4,262,612.10 * 0.02 = \$85,252.24$$

Signature Page

Resolution No. 2024-02.06.a

A Resolution Authorizing a Memo Expense Memo Receipt for the General Fund 2% Administration fee for Managing the County Self-Insurance Program, Fund# 5376 to General #1001

(Fairfield County Auditor- Payroll)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing the approval of an advance from the general fund to EMA – Fund 2890 (Subfund 8324) Hazardous Materials Emergency Planning Grant (HMEP)**

**WHEREAS,** a grant has been awarded to the EMA for the planning for events/emergencies that would involve hazardous materials by transportation in the county; and

**WHEREAS,** an advance of allocations is necessary in the amount of \$18,240.00 for the purpose of paying vendors in a timely fashion; and

**WHEREAS,** grant monies will be reimbursed as spent; and

**WHEREAS,** said advance shall be repaid to the General Fund when monies are received.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**SECTION 1.** Request the Fairfield County Commissioners make the following advance:

DEBIT	1001 090000 General Fund Advance	<\$18,240.00>
CREDIT	8324 223001 HMEP22 Grant Planning	\$18,240.00

**SECTION 2.** Request that the advance be paid back to the General Fund, no later than December 15, 2024.

Prepared by: Christy Noland (1/31/2024)

cc: EMA  
Commissioners – Christina Foster



**OHIO EMERGENCY MANAGEMENT AGENCY  
GRANT AGREEMENT**

Subrecipient Grant Agreement #		Subrecipient Vendor ID #		FAIN #		CFDA #	State Fund #	State Grant #
161841		56164		693JK32240034HMEP		20.73	3370	DPSFE277
FY2022 Hazardous Materials Emergency Preparedness (HMEP) – Year 2				Federal Award (80%)		Local Match (20%)		Performance Period
Fairfield County				\$18,240.00		\$4,560.00		09/30/2023 – 09/29/2024
Subrecipient Signatory Office/Address				Recipient Signatory Office/Address				
Name/Title	Jon Kochis, EMA Director			Name/Title	Sima S. Merick, Executive Director			
Agency	Fairfield County			Agency	Ohio Emergency Management Agency			
Address	240 Baldwin Drive			Address	2855 W. Dublin-Granville Road			
City, Zip	Lancaster	OH	43130-3343	City, Zip	Columbus	OH	43235-2206	

**Grant Award Requirements**

**General Requirements:**

- The following forms must be filled out, signed and returned with authorized signature to the Ohio EMA Grants Branch, via email to EMA\_Grants@dps.ohio.gov within sixty (60) days after receipt of this Award:
  - Grant Agreement
  - Other Required Forms
- Signatory of this Agreement must have authority to obligate the Subrecipient.

**Federal Requirements**

- When applicable, the Subrecipient shall provide proof of competitive procurement in accordance with applicable federal, state and local procurement laws and regulations through either submission of three quotes and/or bid package (i.e., request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) or submission of pre-approved non-competitive procurement form.
- Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that the procurement method used does not comply with state or federal grant requirements.
- This grant requires a 20% match. Subrecipient affirms that matching funds are available and that matching funds are from a non-federal, non-restricted source. In addition, the matching funds must meet the requirements of the HMEP grant program.
- Subrecipient affirms that funds will be disbursed within ten (10) days of receipt.
- Subrecipient agrees to comply with the grant requirements found in the most recent version of Title 2 Code of Federal Regulations (CFR) and the Federal Acquisition Regulations Part 31.2 as applicable and as amended.
  - Subrecipient shall have and use a procurement procedure which reflects applicable State and local laws and regulations, and conforms to Federal laws and the standards identified in **2 CFR 200**, in the expenditure, management and accounting of these funds for any procurement using these funds. Inclusive of the federal requirements is the need to utilize one of the approved procurement methods outlined in **2 CFR 200**.
  - Subrecipient shall only use funds in accordance with the FY2022 HMEP Grant Program Federal and State guidance and the rules, regulations and requirements contained within.
  - Subrecipient affirms these funds will not be used as a match for other federal programs and that funds will supplement, and not supplant, local, state or federal funds.
  - Subrecipient affirms reimbursed funds through this grant have not been reimbursed through any other grant - federal or otherwise.
  - In accordance with 2CFR200.313 Equipment, the subrecipient agrees to maintain a current inventory listing (Master Asset Listing) of grant-funded equipment funded by this grant (wholly or in part) and any relevant certifications to be submitted upon request. A physical inventory (wholly or in part) will be conducted at least every



two years. A current Master Asset Listing along with a yearly inventory certification must be submitted to Ohio EMA within 30 days after December 31 of each year for grant funded assets from the current and any previous awards.

- f. Subrecipient shall submit policies and procedures annually as guided by the Ohio EMA Grants Branch.
  - g. Any amendment or modification of this Grant Agreement shall be pre-coordinated and made in writing, signed by both parties, and shall specify the changes and justification.
  - h. If applicable, Subrecipient shall not utilize Federal funds as a match for this grant.
6. Subrecipient agrees to be responsible for compliance with all applicable federal, state, and local laws and regulations, including but not limited to, 49 U.S.C. § 5116, 49 CFR 110, 49 CFR 18, 49 CFR 20, 49 CFR 21, 2 CFR Part 1200, 49 CFR 32, 2 CFR Part 225, OMB Circular A-87, equal employment opportunity, conflict of interest, ethics (ORC Chapter 102) and elections (ORC Chapter 3517).
  7. *Domestic preferences for procurement (2 CFR 200.322)* encourages the Subrecipient, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States when procuring goods and services under Federal awards. This Part will apply to procurements under a grant or cooperative agreement. **This section includes the requirement that such terms be flowed down to all contracts and purchase orders.**
  8. *Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 CFR 200.321)* **requires the Subrecipient to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.**
  9. Subrecipient shall maintain all accounting records and supporting documents, papers and other evidence of this project in a separate location. Records of different federal fiscal periods and grants shall be separately identified and maintained. Subrecipient shall maintain all accounting records and supporting documents, papers and other evidence of this project and shall make such materials available at all reasonable times during normal business hours for inspection by any authorized representative of the State, the federal granting agency, or the United States Comptroller General for a period of at least three years after the federal closeout date (not three years from end of the performance period set forth in the Agreement.)
  10. Subrecipient is prohibited from transferring grant funds between various federal programs or awards.
  11. Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this grant program.
  12. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of Ohio EMA and U.S. DOT/PHMSA.
  13. Subrecipient shall ensure that all applicable and appropriate guidance, rules, regulations and terms of this agreement are included in any sub-award or contract funded by these funds.
  14. Subrecipient agrees to abide by all applicable US DOT/PHMSA Standard Terms and Conditions which are hereinafter incorporated as part of this Grant Agreement and attached in the FY2022 HMEP Grant Program Guidance Document.

**State Requirements:**

1. Subrecipient agrees that program funds are not available to be drawn until Ohio EMA accepts and approves all the submitted application forms and the executed signed Grant Agreement has been returned to Ohio EMA.
2. This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient.
3. Subrecipient agrees to submit any proposed revision to their pre-approved budget via EM Grants System, with justification for review and approval by Ohio EMA prior to obligating funds for any such revision.
4. All procurements of \$10,000 and above must be pre-approved by Ohio EMA, prior to obligation of funds, via EM Grants System. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
5. Any requests for inadequate competition or single source procurement must be pre-approved by Ohio EMA, prior to obligation of funds, via the procurement review process in EM Grants. Retro-active approval will not be granted and expenditures will not be reimbursed without pre-approval.
6. Subrecipient will draw down funds through submission of a "Reimbursement Request" via EM Grants System to include proof of cost documentation **AND** proof of competitive procurement in accordance with applicable federal and state procurement laws and regulations through either submission of three quotes and/or bid package (i.e., request for quotes, advertisement of bid, bid specs, bid proposals, tabulations, etc.) and submission of pre-approved Procurement Review (for procurements of \$10,000 and above).

7. Ohio EMA reserves the right to request additional documentation and/or information prior to reimbursement and may deny reimbursement if it is determined that the goods or services purchased or that procurement method used does not comply with state or federal grant requirements.
8. Failure to demonstrate progress or report progress on a quarterly basis may result in de-obligation of grant funding.
9. This Grant Agreement, all rights, duties and/or obligations described herein may not be assigned or sub-contracted by the Subrecipient without prior consent of Ohio EMA.
10. Authorized Program Expenditures include approved budget line items in accordance with the FY2022 HMEP Grant Program Guidance Document.
11. Unauthorized Program Expenditures include: Any other costs without the prior approval of Ohio EMA as the State Administrative Agency (SAA).
12. All training must meet NFPA 472 Standards or OSHA 29 CFR 1910.120 as appropriate.
13. Authorized Program Expenditures include: Planning and Training for HAZMAT Transportation Issues as outlined in FY2022 HMEP Grant Program guidance.
14. Subrecipient agrees, to the extent permissible by applicable law, to be responsible for any and all liabilities or claims caused by or resulting from the Subrecipient's completion of the Project under this Grant Agreement. Nothing in this Grant Agreement shall be construed as an assumption of liability by Ohio EMA, Ohio Department of Public Safety, or U.S. Department of Transportation.
15. This Grant Agreement and documents referred to herein constitute the complete understanding of the parties with respect to this award. Whenever possible, each provision of this Grant Agreement shall be interpreted in such a manner as to be effective and valid under both Ohio and federal law. To the extent any provision is determined to be invalid the remainder of the Grant Agreement will not be invalid.
16. In the event the Subrecipient fails to follow proper procurement procedures or utilize these funds for the purposes set forth and in accordance with guidance, applicable laws and regulations, the Subrecipient shall be in default. In such event, Ohio EMA may: a) withhold further payment of funds to Subrecipient, b) require Subrecipient to reimburse all or any portion of funds, and/or (c) terminate the Grant Agreement. Before taking action, Ohio EMA will provide Subrecipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally. In the event that US DOT/PHMSA or the State of Ohio determines that funds are not appropriated or otherwise available to support continuation of this sub-grant, this award shall be canceled. A determination of unavailability of funds shall be final and conclusive.
17. Subrecipient may request review of any decision made under this grant program to the Executive Director of Ohio EMA. Decisions of the Executive Director will be final.
18. Subrecipient is prohibited from modifying funded projects without prior written approval from Ohio EMA Grants Branch.
19. Funds not expended and reimbursed within the period of performance listed in this grant or as otherwise amended will be de-obligated.
20. Subrecipient agrees to reimburse State Administrative Agency for all costs and expenses incurred if an audit, monitoring visit or investigation determines the Subrecipient was in violation of the terms of this Grant Agreement (including local, state, and federal requirements). Reimbursement for such costs and expenses may be withheld from any amounts due to the Subrecipient pursuant the payment terms of this Grant Agreement.
21. Subrecipient agrees to review and abide by the applicable portions of DPS policy 501.39, and shall report to Ohio EMA any complaints alleging discrimination from clients, customers, program participants, or consumers of DPS or DPS grant recipients related to Subrecipient's actions under this Grant Agreement.

Subrecipient Signatory Official(s)	Date	Recipient Signatory Official	Date
	1/16/24		1/9/24
<b>Jon Kochis, EMA Director Fairfield County</b>		<b>Sima S. Merick, Executive Director Ohio Emergency Management Agency, State Administrative Agency</b>	

Signature Page

Resolution No. 2024-02.06.b

A Resolution Authorizing the Approval of an Advance from the General Fund to EMA  
– Fund 2890, Sub Fund 8324, Hazardous Materials Emergency Planning Grant (HMEP)

(Fairfield County Emergency Management Agency)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 01/30/2024.**

**WHEREAS,** The Fairfield County Engineer has been expending funds from the Motor Vehicle fund for administrative costs attributable to the drainage repairs; and

**WHEREAS,** The Drainage Maintenance fund has received funds from the assessments to cover these administrative costs which have been deposited into the drainage maintenance fund as required; and

**WHEREAS,** it is necessary for the Motor Vehicle fund to recover the costs of these administrative and supply expenses from the drainage maintenance fund; and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** Request that the Fairfield County Board of Commissioner Appropriate from Unappropriated funds in the amount of \$6,278.83 into the following category:

\$285.87	30205700-Contractual Services
\$216.60	30245000-Contractual Services
\$200.30	30249300-Contractual Services
\$193.95	30249600-Contractual Services
\$125.33	30251900-Contractual Services
\$171.52	30260500-Contractual Services
\$126.45	30265900-Contractual Services
\$211.30	30269200-Contractual Services
\$51.12	30269300-Contractual Services
\$778.74	30281000-Contractual Services
\$437.78	30281700-Contractual Services
\$232.46	30281900-Contractual Services
\$105.65	30282200-Contractual Services
\$778.74	30282700-Contractual Services
\$408.99	30282900-Contractual Services
\$868.89	30283000-Contractual Services

**A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 01/30/2024.**

\$306.75	30283100-Contractual Services
\$222.30	30283200-Contractual Services
\$556.09	30283700-Contractual Services

**Section 2.** The County Commissioners approve the following expenditure and request the Fairfield County Auditor accomplish the transaction by making the following memo expenditure, impacting appropriation as if a regular County Auditor warrant, reimbursing the Motor Vehicle fund for administrative and supply expenses incurred.

**Memo Receipt as reference:**

16202401-434000      \$6,278.83

**Memo Expenditure as referenced:**

Vendor:      Fairfield County Engineer's Office  
Amount:      \$6,278.83  
Paid:          01/30/2024

\$285.87	30205700-543000
\$216.60	30245000-543000
\$200.30	30249300-543000
\$193.95	30249600-543000
\$125.33	30251900-543000
\$171.52	30260500-543000
\$126.45	30265900-543000
\$211.30	30269200-543000
\$51.12	30269300-543000
\$778.74	30281000-543000
\$437.78	30281700-543000
\$232.46	30281900-543000
\$105.65	30282200-543000
\$778.74	30282700-543000
\$408.99	30282900-543000
\$868.89	30283000-543000

**A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 01/30/2024.**

\$306.75	30283100-543000
\$222.30	30283200-543000
\$556.09	30283700-543000

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**For Auditor's Office Use Only:  
Section 1.**

\$285.87	30205700-543000
\$216.60	30245000-543000
\$200.30	30249300-543000
\$193.95	30249600-543000
\$125.33	30251900-543000
\$171.52	30260500-543000
\$126.45	30265900-543000
\$211.30	30269200-543000
\$51.12	30269300-543000
\$778.74	30281000-543000
\$437.78	30281700-543000
\$232.46	30281900-543000
\$105.65	30282200-543000
\$778.74	30282700-543000
\$408.99	30282900-543000
\$868.89	30283000-543000
\$306.75	30283100-543000
\$222.30	30283200-543000
\$556.09	30283700-543000

**Section 2.** Issue an Amended Certificate in the amount of \$6,278.83 to credit of fund 2024

**Section 3.** Request that the Fairfield County Auditor, on behalf of the Budge Commission, update receipt line 16202401-434000 in the amount of \$6,278.83

2024-02.06.c

**A resolution to request for appropriations for additional unanticipated receipts of Memo receipts and memo expenses for fund 2050 for annual inspections in various subdivisions as of 01/30/2024.**

Prepared by: Julie Huggins  
cc: Engineer



Signature Page

Resolution No. 2024-02.06.c

A Resolution to Request Appropriations for Additional Unanticipated Receipts of Memo Receipts and Memo Expenses for Fund 2050 for Annual Inspections in Various Subdivisions as of 01/30/2024

(Fairfield County Engineer)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement between South Central Power and the Commissioners**

**WHEREAS**, the Fairfield County Commissioners installed a solar power array at the Liberty Center One-Stop building as part of the 2022 Energy Conservation project; and

**WHEREAS**, during original installation, supplies allowed for two additional solar panels but were not connected as they were not part of the original agreement language; and

**WHEREAS**, the addition of these two solar panels requires an addendum agreement with South Central Power; and

**WHEREAS**, this interconnect agreement shall be effective January 22, 2024 and shall continue until the power service is terminated; and

**WHEREAS**, the SCP interconnect agreement, as attached, has been approved as to form by the County Prosecutor's Office, and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** The Fairfield County Board of Commissioners hereby approves the attached Solar Interconnect agreement with South Central Power Company.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to the Director of Facilities for further processing.

Prepared by: Christy Noland/Jon Kochis

APPLICATION FOR DISTRIBUTED RESOURCE – NON-RESIDENTIAL

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Address: \_\_\_\_\_

Service Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Prepared and Submitted By: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

The following information shall be supplied by the Member or Member’s designated representative. All applicable items must be accurately completed in order that the Member’s generating facilities may be effectively evaluated for interconnection with the Cooperative’s Distribution System.

**GENERATOR**

Number of Units: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Type (Synchronous, Induction, or Inverter): \_\_\_\_\_

Fuel Source Type (Solar, Natural Gas, Wind, etc.): \_\_\_\_\_

Kilowatt Rating (95 F at location) \_\_\_\_\_

Kilovolt-Ampere Rating (95 F at location): \_\_\_\_\_

Power Factor: \_\_\_\_\_

Voltage Rating: \_\_\_\_\_

Ampere Rating: \_\_\_\_\_

Number of Phases: \_\_\_\_\_

Frequency: \_\_\_\_\_

Do you plan to interconnect the generator and operate in parallel with the Cooperative's electric distribution facilities?: \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, do you plan to export power?: \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, maximum amount expected: \_\_\_\_\_

If Yes, do you expect the amount of exported energy to exceed your requirements for electric energy at the service address on an annual basis?: \_\_\_\_\_ Yes \_\_\_\_\_ No

Estimated annual requirements for electric energy at the service address: \_\_\_\_\_ Kilowatt-hours

Do you plan to use the output of the facility to serve your electric load? \_\_\_\_\_ Yes \_\_\_\_\_ No

Do you plan to retain, or sell to the Cooperative or its parent, the generator's environmental attributes (i.e. renewable energy credits)? \_\_\_\_\_ Retain \_\_\_\_\_ Sell

Expected Energizing and Start-up Date \_\_\_\_\_

Normal Operation: (examples: provide power to meet base load, demand management, standby, back-up, other) (please describe) \_\_\_\_\_

One-line diagram attached: \_\_\_\_\_ Yes

Have all necessary government permits and approvals been obtained for the project prior to this application: \_\_\_\_\_ Yes [Note: Requires a Yes for an Application to be considered complete.]

Has the generator been certified as a qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978: \_\_\_\_\_ Yes [Note: Generator must be certified as a qualifying cogeneration or small power production facility to export power.]

Have the generator manufacturer machine characteristics been supplied to the Company: \_\_\_\_\_ Yes [Note: Requires a Yes for complete Application.]

Layout sketch showing lockable, "visible" disconnect device: \_\_\_\_\_ Yes

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF A  
QUALIFYING COGENERATION  
OR SMALL POWER PRODUCTION FACILITY WITH NET BILLING**

**OPERATED BY \_\_\_\_\_,  
OPERATOR OF A \_\_\_\_\_ FACILITY  
AT \_\_\_\_\_, \_\_\_\_\_, OHIO**

This Agreement (“Agreement”) dated as of \_\_\_\_\_, by and between South Central Power Company, an Ohio nonprofit corporation (the “Power Company”), and \_\_\_\_\_ (the “Consumer” together with the Power Company, individually, a “Party” and, collectively, the “Parties”);

WITNESSETH:

WHEREAS, the Consumer has or will install on the Premises certain Consumer-owned electric generating facilities of approximately \_\_\_ kW in the aggregate, which electric generating facilities are more particularly described in Exhibit E attached hereto; and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company’s electric distribution system;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – DEFINITIONS**

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement for Electric Service. Whenever used in this Agreement, the following terms shall have the following meanings:

“Agreement for Electric Service” shall mean the Agreement for Electric Service of even date herewith between Power Company and the Consumer.

“Buckeye” shall mean Buckeye Power, Inc. and its successors and assigns.

“Electric Generating Facility” shall mean the Consumer’s electric generating units identified in Exhibit E hereof, the output of which is approximately \_\_\_\_\_ kW in the aggregate, but which shall not exceed 100 kW in the aggregate, and which facility is not reasonably

anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises.

"Emergency" shall mean a condition or situation (i) that in the judgment of Power Company or Consumer is imminently likely to endanger life or property, (ii) that in the sole judgment of Power Company is imminently likely to adversely affect or impair the Power Company Distribution System or the electrical or transmission systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner, or (iii) that in the sole judgment of the Consumer is imminently likely to adversely affect or impair the Electric Generating Facility.

"Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.

"Interconnection Facilities" shall mean all facilities presently in place or presently proposed to be installed, as identified in Exhibit A hereof, or facilities which are later installed, in order to interconnect the Electric Generating Facility to the Power Company Distribution System, including System Protection Facilities.

"Interconnection Service" shall mean the services provided by the Power Company to interconnect the Electric Generating Facility with the Power Company Distribution System pursuant to the terms of this Agreement.

"Net Billing Equipment" shall mean the single bi-directional meter or pair of meters currently installed at the Point of Interconnection or to be installed at the Point of Interconnection as described in Exhibit B hereof.

"NERC" shall mean the North American Electric Reliability Council, and any successor thereto.

"Point of Interconnection" shall mean the point or points, shown in Exhibit A hereof, where the Consumer's Interconnection Facilities interconnect with the Power Company Distribution System.

"Power Company Distribution System" shall mean all electric distribution facilities owned or controlled by Power Company on Power Company's side of the Point of Interconnection, including, without limitation, Power Company's Interconnection Facilities.

“ReliabilityFirst” shall mean ReliabilityFirst Corporation, one of the regional reliability councils of NERC formed to promote reliability and adequacy of bulk power supply of the electric utility systems in North America, and any successor thereto.

“System Protection Facilities” shall mean the equipment required to protect (a) the Power Company Distribution System, the systems of others directly or indirectly connected to the Power Company Distribution System, including, without limitation, the transmission system of Transmission Owner, and Power Company’s customers from faults or other electrical disturbances occurring at the Electric Generating Facility or otherwise on Consumer’s side of the Point of Interconnection, and (b) the Electric Generating Facility from faults or other electrical disturbances occurring on the Power Company Distribution System or on the systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner.

“Transmission Owner” shall mean \_\_\_\_\_, owning transmission facilities to which the Power Company Distribution System is interconnected, and its successors and assigns.

“Transmission Provider” shall mean \_\_\_\_\_, providing transmission service through facilities owned by Transmission Owner, and its successors and assigns.

## ARTICLE 2 – INTERCONNECTION SERVICE

Subject to the terms and conditions of the Agreement for Electric Service and this Agreement, Power Company shall provide Consumer with Interconnection Service for the Electric Generating Facility for the term of the Agreement for Electric Service.

## ARTICLE 3 – OPERATION AND MAINTENANCE

3.1 Operation, Maintenance and Control of the Electric Generating Facility. The Consumer shall own, operate, maintain and control the Electric Generating Facility and Consumer’s Interconnection Facilities (a) in a safe and reliable manner, (b) in accordance with Good Utility Practice, (c) in accordance with applicable operational and reliability criteria, protocols, and directives, including those of NERC, ReliabilityFirst, the Power Company, Transmission Owner and Transmission Provider (including, without limitation, those requirements of Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof), and (d) in accordance with the provisions of this Agreement. Consumer may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by Power Company to Consumer pursuant to the Agreement for Electric Service, as an auxiliary or supplement to such electric power and energy and may use the output of the Electric Generating Facility to meet the requirements of Consumer’s electric consuming facilities located on the Premises. Any output of the Electric Generating Facility in excess of the requirements of Consumer’s electric consuming facilities located on the Premises shall be sold to Buckeye Power, Inc. and credited against the Consumer’s bill for electric service in accordance with the net billing arrangements described in this Agreement, the Agreement for Electric Service, and the Net Billing Rate Schedule attached to the Agreement for Electric Service.



3.2 Protection and System Quality. Consumer shall, at its expense, provide, install, own, operate and maintain System Protection Facilities, including such protective and regulating devices as are required by NERC, ReliabilityFirst, the Power Company, Transmission Owner or Transmission Provider, or by order, rule or regulation of any duly-constituted regulatory authority having jurisdiction, or as are otherwise required by Good Utility Practice in order to protect persons and property and to minimize deleterious effects to the Power Company Distribution System and the transmission system of Transmission Owner. Any such protective or regulating devices that may be required on Power Company's or Transmission Owner's facilities in connection with the operation of the Electric Generating Facility shall be installed by Power Company or Transmission Owner, as the case may be, at Consumer's expense. Power Company reserves the right to modify or expand its requirements for protective devices in conformance with Good Utility Practice.

3.3 Inspection. Power Company shall have the right, but shall have no obligation or responsibility to (a) observe Consumer's tests and inspections of any of Consumer's protective equipment, (b) review the settings of Consumer's protective equipment, and (c) review Consumer's maintenance records relative to the Electric Generating Facility and Consumer's protective equipment. The foregoing rights may be exercised by Power Company from time to time as deemed necessary by the Power Company upon reasonable notice to Consumer. However, the exercise or non-exercise by Power Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Electric Generating Facility or Consumer's protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

3.4 Disconnection. Upon termination of the Agreement for Electric Service by its terms, Consumer shall disconnect the Electric Generating Facility from the Power Company Distribution System. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility immediately and without prior notice if, in the Power Company's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility, in the Power Company's sole opinion, such disconnection is required in order for the Power Company to conduct maintenance, repairs or replacements of its facilities or the Power Company Distribution System. Consumer shall disconnect the Electric Generating Facility immediately if an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage.

#### ARTICLE 4 – EMERGENCIES

The Consumer agrees to comply with NERC, ReliabilityFirst, Power Company, Transmission Owner and Transmission Provider Emergency procedures, as applicable, with respect to Emergencies (including, without limitation, those of requirements of the Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). The Consumer shall provide the Power Company with oral notification that is prompt under the circumstances of an Emergency which

may reasonably be expected to affect the Power Company Distribution System or the transmission system of Transmission Owner, to the extent the Consumer is aware of the Emergency. To the extent the Consumer is aware of the facts of the Emergency, such notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken or to be taken, and shall be followed as soon as practicable with written notice. In the event of an Emergency, the party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, damage or loss.

## ARTICLE 5 – MODIFICATIONS AND CONSTRUCTION

5.1 Modifications. Either party may undertake modifications to its facilities; provided, that Consumer shall not increase the output of the Electric Generating Facility or make other material change or modification to the configuration or operation of the Electric Generating Facility without the prior written consent of Power Company and Buckeye. In the event that the Consumer plans to undertake a modification that reasonably may be expected to impact the Power Company's facilities, the Consumer shall provide the Power Company and Buckeye with sufficient information regarding such modification so that the Power Company and Buckeye can evaluate the potential impact of such modification prior to commencement of the work.

### 5.2 Construction.

5.2.1 Land Rights. Consumer shall furnish at no cost to Power Company any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by Consumer and/or its affiliated interests for the construction, operation and maintenance by Power Company of necessary lines, substations, and other equipment to accomplish interconnection of the Electric Generating Facility with the Power Company Distribution System under this Agreement and the provision of electric service to the Consumer under the Agreement for Electric Service, and shall, at all reasonable times, give the Power Company, and its agents, free access to such lines, substations, and equipment. An accessible, protected and satisfactory site selected upon mutual agreement by the Parties and located on the Consumer's premises shall be provided by and at the Consumer's expense for installation of necessary net billing equipment, unless Power Company elects to install the net billing equipment on a location controlled by it.

5.2.2 Electric Generating Facility and Equipment Design and Construction. Consumer shall, at its sole expense, design, construct, and install the Electric Generating Facility and all equipment needed to interconnect the Electric Generating Facility with the Power Company Distribution System, except for any Interconnection Facilities to be constructed by Power Company pursuant to Exhibit A hereof. The Consumer's Interconnection Facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the Power Company's, and further, shall satisfy all requirements of any duly-constituted regulatory authority having jurisdiction and the requirements of Transmission Owner and Transmission Provider (including, without limitation, those of requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). Consumer shall submit all specifications

for Consumer's Interconnection Facilities and equipment, including System Protection Facilities, to the Power Company for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and equipment with the Power Company Distribution System. Power Company's review of Consumer's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of Consumer's interconnection facilities or equipment. Power Company shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Consumer's Interconnection Facilities or equipment, nor shall Power Company's acceptance be deemed to be an endorsement of any facility or equipment. Consumer agrees to make changes to its Interconnection Facilities and equipment as may be reasonably required to meet the requirements of the Power Company. In the event it becomes necessary for Power Company to alter, add to, relocate or rearrange the Interconnection Facilities or to rearrange or relocate existing Power Company-owned facilities which are not Interconnection Facilities to continue to conduct interconnected operations in accordance with Good Utility Practice, then Consumer shall pay for such work.

#### ARTICLE 6 – METERING

Power Company shall purchase and install Net Billing Equipment to meter the Power Company's electric service to the Consumer and the electrical output of the Electric Generating Facility. Power Company shall own, operate and maintain the Net Billing Equipment. All costs associated with the purchase, installation, ownership, operation and maintenance of Net Billing Equipment, as more fully described in Exhibit B hereof shall be borne by Consumer.

#### ARTICLE 7 – INFORMATION REPORTING

Consumer shall promptly provide to the Power Company all relevant information, documents, or data regarding the Consumer's facilities and equipment that have been reasonably requested by the Power Company.

#### ARTICLE 9 – BUCKEYE, TRANSMISSION OWNER AND TRANSMISSION PROVIDER CONSENT

The consent of Buckeye, the Transmission Owner and/or Transmission Provider, if the Power Company determines that such consent is required, shall be required prior to any interconnection of the Consumer's Electric Generating Facility with the Power Company Distribution System.

#### ARTICLE 10 – TERM

This Agreement shall commence as of \_\_\_\_ January 22, 2024 \_\_\_\_ and shall terminate upon the termination of the Agreement for Electric Service.

#### ARTICLE 11 – MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and

their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent. This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions. This Agreement may not be modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

\_\_\_\_\_

Authorized Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Power Company Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
INTERCONNECTION FACILITIES

This Exhibit A is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

Point of Interconnection

The point of interconnection will be at the point where the meter is installed. See Drawing Field Wiring Diagram, which drawing is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Power Company

Power Company shall construct the following interconnection facilities:

See the Power Company Feasibility Study, a copy of which is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Consumer

Consumer shall construct the following interconnection facilities, as submitted in the drawings attached in this Exhibit A.

Cost Responsibility

Consumer shall be solely responsible for all costs associated with Consumer's construction of Interconnection Facilities.

Consumer and Power Company hereby acknowledge and agree that the cost listed below in Exhibit B is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's construction of Interconnection Facilities as set forth in this Exhibit A.

EXHIBIT B  
NET BILLING EQUIPMENT

This Exhibit B is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

The net billing facilities will be located at the meter base, per drawing

Power Company, at Consumer's expense, will purchase, install, own, operate, and maintain the following net billing instrumentation as required for on-site metering and telemetering:

Net billing will be accomplished using a single meter or pair of meters capable of registering the flow of electricity in each direction from the Power Company Distribution System to Consumer's electric consuming facilities located on the Premises, and from Consumer's Electric Generating Facility to the Power Company Distribution System. If the existing electrical meter or meters in service at the Consumer's Premises is/are not capable of measuring the flow of electricity in each direction, the Power Company will purchase, install, own, operate, and maintain an approved meter or meters that is/are capable of measuring electricity in each direction. The Consumer will pay the Power Company all expenses involved in either modifying the existing meter(s) or providing a new meter(s) capable of measuring the flow of electricity in each direction. Maintenance of the meter(s) will be the responsibility of the Power Company, which will own the meter(s).

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's installation of Net Billing Equipment as set forth in this Exhibit B. The parties further agree that prior to the Consumer reimbursing the Power Company under this section, the Consumer shall have had the opportunity to pre-approve said costs and shall have certified the availability of those funds and appropriated the same as required under Ohio Rev. Code Section 5705.41(D)(1). If the Consumer is not afforded the process under Ohio Rev. Code Section 5705.41(D)(1) prior to the Power Company incurring those costs, the Consumer shall not be responsible for reimbursing those costs to the Power Company. The cost for the Net Billing Equipment is estimated to be \$500.00.

EXHIBIT C  
POWER COMPANY REQUIREMENTS

[insert the Power Company's Rules and Regulations for Distributed Resources and the Power Company's Technical Guidelines for Interconnection and Parallel Operation]

EXHIBIT E  
ELECTRIC GENERATING FACILITY DESCRIPTION

A detailed description of the Electric Generating Facility is attached.



APPLICATION FOR DISTRIBUTED RESOURCE – NON-RESIDENTIAL

Account Name: Fairfield County Commissioners  
Account Number: 485796  
Address: 210 E Main St, Room 301, Lancaster, OH 43130  
Service Address: 980-982 Liberty Drive, Lancaster, OH 43130  
Telephone Number: 740-438-5304  
Email Address: jon.kochis@fairfieldcountyohio.gov  
Contact Name: Jon Kochis  
Prepared and Submitted By: Charles Sunderhaus  
Telephone Number: 513-905-5144  
Email Address: csunderhaus@ecoengineering.com

The following information shall be supplied by the Member or Member’s designated representative. All applicable items must be accurately completed in order that the Member’s generating facilities may be effectively evaluated for interconnection with the Cooperative’s Distribution System.

GENERATOR

Number of Units: 2  
Manufacturer: Chint Power Systems  
Type (Synchronous, Induction, or Inverter): Inverter  
Fuel Source Type (Solar, Natural Gas, Wind, etc.): Solar  
Total Kilowatt Rating (95 F at location) 65.12(DC), 50.0(AC)  
Kilovolt-Ampere Rating (95 F at location): 25 KVA  
Power Factor: 99  
Voltage Rating: 208V

Ampere Rating: 69.5A

Number of Phases: 3

Frequency: 60Hz

Do you plan to interconnect the generator and operate in parallel with the Cooperative's electric distribution facilities?:  Yes  No

If Yes, do you plan to export power?:  Yes  No

If Yes, maximum amount expected: N/A

If Yes, do you expect the amount of exported energy to exceed your requirements for electric energy at the service address on an annual basis?:  Yes  No

Estimated annual requirements for electric energy at the service address: 129,680 Kilowatt-hours

Do you plan to use the output of the facility to serve your electric load?  Yes  No

Do you plan to retain, or sell to the Cooperative or its parent, the generator's environmental attributes (i.e. renewable energy credits)?  Retain  Sell

Expected Energizing and Start-up Date: 9/15/2023

Normal Operation: (examples: provide power to meet base load, demand management, standby, back-up, other) (please describe) Power to meet base load

One-line diagram attached:  Yes

Have all necessary government permits and approvals been obtained for the project prior to this application:  Yes [Note: Requires a Yes for an Application to be considered complete.]

Has the generator been certified as a qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978:  Yes [Note: Generator must be certified as a qualifying cogeneration or small power production facility to export power.]

Have the generator manufacturer machine characteristics been supplied to the Company:  Yes [Note: Requires a Yes for complete Application.]

Layout sketch showing lockable, "visible" disconnect device:  Yes

By: Charles Sunderhaus  
(Signature)

Digitally signed by Charles Sunderhaus  
Reason: I am approving this document  
Location:  
Date: 2023.08.18 15:10:54-04'00'  
Foxit PDF Editor Version: 12.1.3

Print Name: Charles Sunderhaus

Title: Project Manager

Date: 8/18/23



## DESCRIPTIONS (Continued from Page 1)

Project: Any & All Work. Fairfield County Commissioners (Owner of the Project); Dynamix Energy Services Company LLC (Contractor) and such other entities as may be required by the Owner are included as additional insureds under the general liability per CNA75079XX; automobile per CNA71527xx & umbrella(follow form) as required by written contract subject to policy terms/conditions. The General Liability & Automobile policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured & Waiver of Subrogation status to the additional insured, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regards to the work performed by or on behalf of the named insured. The General Liability policy contains a special endorsement with Primary & Non Contributory wording.

**A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement between South Central Power and the Commissioners**

**WHEREAS**, the Fairfield County Commissioners wish to install a solar power array at the Liberty Center One-Stop building as part of the 2022 Energy Conservation project, as a prototype system to determine the cost effective results of the project and the return on investment from future utility cost savings; and

**WHEREAS**, the current utility provider of electrical power for that building is South Central Power who requires an interconnect agreement be approved by the County and SCP before the solar array can be constructed; and

**WHEREAS**, this interconnect agreement shall be effective August 15, 2022 and shall continue until the power service is terminated; and

**WHEREAS**, the SCP interconnect agreement, as attached, has been approved as to form by the County Prosecutor's Office, and

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**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

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**Section 1.** The Fairfield County Board of Commissioners hereby approves the attached Solar Interconnect agreement with South Central Power Company.

**Section 2.** The Clerk of the Board of Commissioners will provide a signed reproduction copy to South Central Power, after approval.



**ATTACHMENT 3 ACKNOWLEDGEMENT**

August 15, 2022

For: Fairfield County Commissioners  
982 Liberty Dr.  
Lancaster, Ohio 43130

I have read and agree with the contents of Technical Guidelines for Interconnection and Parallel Operation, Attachment 3.

I agree with the contents of the Net Billing Rate Schedule "NB" effective as of 3/1/2022.

Fairfield County Commissioners

Signature: X

Print Name: Jeff Fix Commissioner

Date Signed: 9/13/2022

Title: Owner

A Touchstone Energy® Cooperative



02/06/2024

South Central Power Company  
Technical Guidelines  
For Interconnection and Parallel Operation

APPLICABILITY

These rules apply to interconnection and parallel operation of DR (Distributed Resource) equipment that, in sum, is rated less than 10 MVA on radially operated Cooperative distribution lines up to 12.47 Kv three phase (7.2 Kv single phase). Interconnections to higher voltage lines will be made at the discretion of the Cooperative.

1.0 DEFINITIONS

**Distributed Resource (DR)/ DR Facility** – Any source of electric power that is not directly connected to the bulk power transmission system, having an installed capacity of not more than 10 MVA, connected to Cooperative’s electric power system through a point of common coupling, including both generators and energy storage technologies, including any qualifying cogeneration or small power production facility meeting all definitional requirements under the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated thereunder (Qualifying Facility), as well as any Permitted Synchronized Generation Facilities.

**Flicker** – A variation of input voltage sufficient in magnitude and duration to allow visual observation of a change in electric lighting source intensity, as defined in IEEE Standard 141-1993. See Also Exhibit 1, attached, specifically the curve “Border Line of Visibility”.

**Facilities Study** – An engineering study conducted to determine the modifications to the existing cooperative system that will be needed to accommodate connection and safe operation of the DR Facility.

**Harmonic Distortion** – Distortion of the normal sine waveform; typically caused by nonlinear loads or by inverters attached to the system on customer premises.

**Interconnection Agreement** – A legal contract for the connection of the DR Facility to the Cooperative’s lines, specifying the location, size, cost, manner of payment, terms of operation, and respective responsibilities of the Cooperative and the DR Facility owner.

**Permitted Synchronized Generation Facilities** – Electric generation facilities equal to or greater than 50 kW but not more than 10 MVA, other than Qualifying Facilities, owned or operated by manufacturers and similar large commercial and industrial electric power and energy consumers in parallel operation with adjacent electric distribution facilities of the Cooperative under circumstances where (A) such generation facilities are



operated for the sole purpose of (1) providing back-up generation when it is anticipated that there is a possibility of interruption of generation service provided by the Cooperative, or (2) minimizing or eliminating the consumer's contribution to a PJM 5-CP System Annual Demand, or (3) testing the consumer's electric facilities, and (B) no electric power and energy will be introduced into the electric system of the Cooperative or any other entity.

**Point of Common Coupling** – The point at which a DR Facility is connected to the Cooperative's electric distribution system.

**Radially Operated System** – An electric distribution system that is normally operated with only one supplying line connected to a load at any one time.

**Single Phasing Condition** – Occurs when electric flow through one phase of a three phase supply line or device is interrupted.

**Short Circuit Contribution** – The result, expressed as a percentage, of dividing the maximum short circuit contribution of the DR Facility (or Facilities) by the short circuit contribution available from the Cooperative's system, without the DR Facility (or Facilities).

**Supplemental Review** - Review of functional technical requirements to determine acceptability of equipment to be used to connect and safely operate the DR Facility on the Cooperative's lines.

**System Impact Study** – An engineering study to assess the ability of the existing cooperative system to accommodate connection and safe operation of the DR Facility.

**Unintentional Island** – An unplanned condition where a portion of the Cooperative's electric distribution system that is physically disconnected from the Cooperative's power supply remains energized as a result of power supplied by one or more DR facilities.

## 2.0 CUSTOMER DESIGN REQUIREMENTS

For an interconnection to be safe to Cooperative employees and equipment and to other customers, the following minimum conditions are required to be met by DR Facilities. At the discretion of the Cooperative, additional conditions may be required to be met:

- 2.1 DR Facilities must meet all applicable national, state, and local construction, operation and maintenance related safety codes, such as National Electrical Code (NEC), National Electrical Safety Code (NESC), and Occupational Safety and Health Administration (OSHA) requirements. All interconnections of DR Facilities must comply with IEEE 1547 – Standard for Interconnecting Distributed Resources with Electric Power Systems, approved June 12, 2003, and IEEE 1547.1 – Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems, approved June 9, 2005, which standards are incorporated herein.
- 2.2 DR Facility owner must provide the Cooperative with a one-line diagram showing the configuration of the proposed DR system, including the protection and controls, disconnection devices, nameplate rating of each device, power factor rating, transformer connections, and other information deemed relevant by the DR owner and/or the Cooperative. If the proposed DR system does not pass the screening process for simplified interconnection, Exhibit 2 attached hereto, additional information may be necessary from the DR Facility owner, and Cooperative system changes may be required. In no event, other than from a Qualifying Facility, shall a consumer deliver into the electric distribution system of the Cooperative any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of a DR facility. The owner or operator of the DR Facility, other than a Qualifying Facility, shall provide, install, own, operate and maintain, at its own cost and expense, all facilities and equipment as are required to prevent delivery into the Cooperative’s electric distribution system of any of the electric power or energy, ancillary services (including, without limitation, reactive power), or other output of the DR Facility.
- 2.3 DR equipment must be equipped with adequate protection and control to trip<sup>1</sup> the unit off line during abnormal<sup>2</sup> system conditions, according to the following requirements:
  - 2.3.1 Undervoltage or overvoltage within the trip time indicated below. By agreement of both the DR owner and the Cooperative, different settings maybe used for the under voltage and over voltage trip levels or time delays.

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<sup>1</sup> To trip is to automatically (without human intervention required) open the appropriate disconnection device to separate the DR equipment from the power system.

<sup>2</sup> Abnormal system conditions include faults due to adverse weather conditions including but not limited to, floods, lightning, vandalism, and other acts that are not under the control of the Cooperative. This may also result from improper design and operation of customer facilities resulting from non-compliance with accepted industry practices.

V= Nominal System Voltage	Maximum Trip Time
$V < 50\%$	10 cycles
$50\% \leq V < 88\%$	120 cycles
$110\% < V < 120\%$	60 cycles
$V \geq 120\%$	6 cycles

2.3.2 For three phase generation, loss of balanced three-phase voltage or a single phasing condition within the trip times indicated in 2.3.1 when voltage on at least one phase reaches the abnormal voltage levels.

2.3.3 Under frequency or over frequency: All DR Facilities shall follow the associated Cooperative distribution line frequency within the range 59.3 Hz to 60.5 Hz. DR Facilities rated at less than 10 kW shall disconnect from the Cooperative within 10 cycles if the frequency goes outside this range. A DR rated more than 10 kW shall (1) disconnect from the Cooperative within 10 cycles if the frequency exceeds 60.5 Hz, and (2) be capable of time delayed disconnection for frequencies in the range 59.3 Hz to 57 Hz. By agreement of both the DR operator and the Cooperative, different settings may be used for the under frequency and over frequency trip levels or time delays.

2.4 DR equipment requires the following additional protection to avoid damage to the Cooperative's system during normal, as well as abnormal system conditions.

2.4.1 Synchronizing controls to insure a safe interconnection with the Cooperative's distribution system. The DR equipment must be capable of interconnection with minimum voltage and current disturbances. Synchronous generator installations, as well as other types of installations, must meet the following: slip frequency less than 0.2 Hz, voltage deviation less than  $\pm 10\%$ , phase angle deviation less than  $\pm 10$  degrees, breaker closure time compensation (not needed for automatic synchronizer that can control machine speed).

2.4.2 A disconnect switch to isolate the DR equipment for purposes of safety during maintenance and during emergency conditions. The Cooperative may require a disconnect device to be provided, installed by, and paid for by the customer, which is readily accessible to and operable and lockable by Cooperative personnel, either at the primary voltage level, which shall include a lockable disconnect and a visible open, may include load-break cutouts, switches and elbows, or on the secondary voltage level, which may include a secondary breaker or switch. The switch must be clearly labeled as a DR disconnect switch.

2.5 DR equipment must have adequate fault interruption and withstand capacity, and adequate continuous current and voltage rating to operate properly<sup>3</sup> with the Cooperative's system. A three-phase device shall interrupt all three phases simultaneously. The tripping control of the circuit interrupting device shall be powered independently of the utility AC source, for example by a battery or stored energy device, in order to permit operation upon loss of the Cooperative distribution system connection.

2.6 Test results shall be supplied by the manufacturer or independent testing lab that verify, to the satisfaction of the Cooperative, compliance with the following requirements contained in this document<sup>4</sup>:

- 2.6.1 Over/Under Voltage Trip Settings (ref. 2.3.1)
- 2.6.2 Over/Under Frequency Trip Settings (ref 2.3.3)
- 2.6.3 Synchronization (ref 2.4.1)
- 2.6.4 Harmonic Limits (tested at 25%<sup>5</sup> of full load rating or at a level as close to the minimum level of rated output the unit is designed to operate as practical and at a level as close to 100% of full load rating as practical) (ref 2.7)
- 2.6.5 DC Current Injection Limits (Inverters) (ref 2.8)
- 2.6.6 Anti-Islanding (Inverters) (2.13)
- 2.6.7 Prevent Connection or Reconnection to De-energized System (Ref 2.14)

If test results are acceptable to the Cooperative and if requested by a manufacturer, the Cooperative may supply a letter indicating the protective and control functions for a specific DR Facility model are approved for interconnection with the Cooperative's distribution system, subject to the other requirements in this document. The Cooperative reserves the right to review the suitability of previously approved protective and control functions.

The DR Facility owner shall have the DR Facility inspected by the Cooperative and any required local inspectors (i) to verify correct protective settings and connections of the DR Facility to the Cooperative system prior to the first parallel operation, and (ii) shall have testing performed to the satisfaction of the Cooperative to verify proper operation of the DR Facility.

2.7 Harmonics and Flicker: The DR equipment shall not be a source of excessive harmonic voltage and current distortion and/or voltage flicker. Limits for harmonic distortion (including inductive telephone influence factors) will be as published in the latest issues of ANSI/IEEE 519, "Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems." Flicker occurring at the point

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<sup>3</sup> Properly, in this context, means within the acceptable Cooperative or industry established practices.

<sup>4</sup> For photovoltaic systems, a certification that the testing requirements of UL 1741 have been met may be used in place of these tests.

<sup>5</sup> If the device is not designed to operate at this level, then the test should be at the lowest level at which it is designed to operate.

of compliance shall remain below the Border Line of Visibility curve on the IEEE/GE curve for fluctuations less than 1 per second or greater than 10 per second. However, in the range of 1 to 10 fluctuations per second, voltage flicker shall remain below 0.4%. Refer to Exhibit 1. When there is reasonable cause for concern due to the nature of the generation and its location, the Cooperative may require the installation of a monitoring system to permit ongoing assessment of compliance with these criteria. The monitoring system, if required, will be installed at the DR owner's expense. Situations where high harmonic voltages and/or currents originate from the distribution system are to be addressed in the Interconnection Agreement.

- 2.8 DC Current Injection from inverters shall be maintained at or below 0.5% of full rated inverter output current into the point of common coupling.
- 2.9 The DR Facility's generated voltage shall follow, not attempt to oppose or regulate, changes in the prevailing voltage level of the Cooperative at the point of common coupling, unless otherwise agreed to by the operators of the DR Facility and the Cooperative. DR Facilities installed on the downstream (load) side of the Cooperative's voltage regulators shall not degrade the voltage regulation provided to the downstream customers of the Cooperative to service voltages outside the limits of ANSI 84.1, Range A.
- 2.10 System Grounding: The DR Facility shall be grounded in accordance with applicable codes. The interconnection of the DR equipment with the Cooperative's system shall be compatible with the neutral grounding method in use on the Cooperative's system. For interconnections through a transformer to Cooperative system primary feeders of multi-grounded, four-wire construction, or to tap lines of such systems, the maximum unfaulted phase (line-to-ground) voltages on the Cooperative system primary feeder during single line-to-ground fault conditions with the Cooperative system source disconnected, shall not exceed those voltages which would occur during the fault with the Cooperative system source connected and no DR Facilities connected.
- 2.11 System Protection: The DR owner is responsible for providing adequate protection to Cooperative facilities for conditions arising from the operation of generation under all Cooperative distribution system operating conditions. The owner is also responsible for providing adequate protection to their facility under any Cooperative distribution system operating condition whether or not their DR is in operation. Such conditions may include but are not limited to:
  1. Loss of a single phase of supply,
  2. Distribution system faults,
  3. Equipment failures,
  4. Abnormal voltage or frequency,
  5. Lightning and switching surges,
  6. Excessive harmonic voltages,

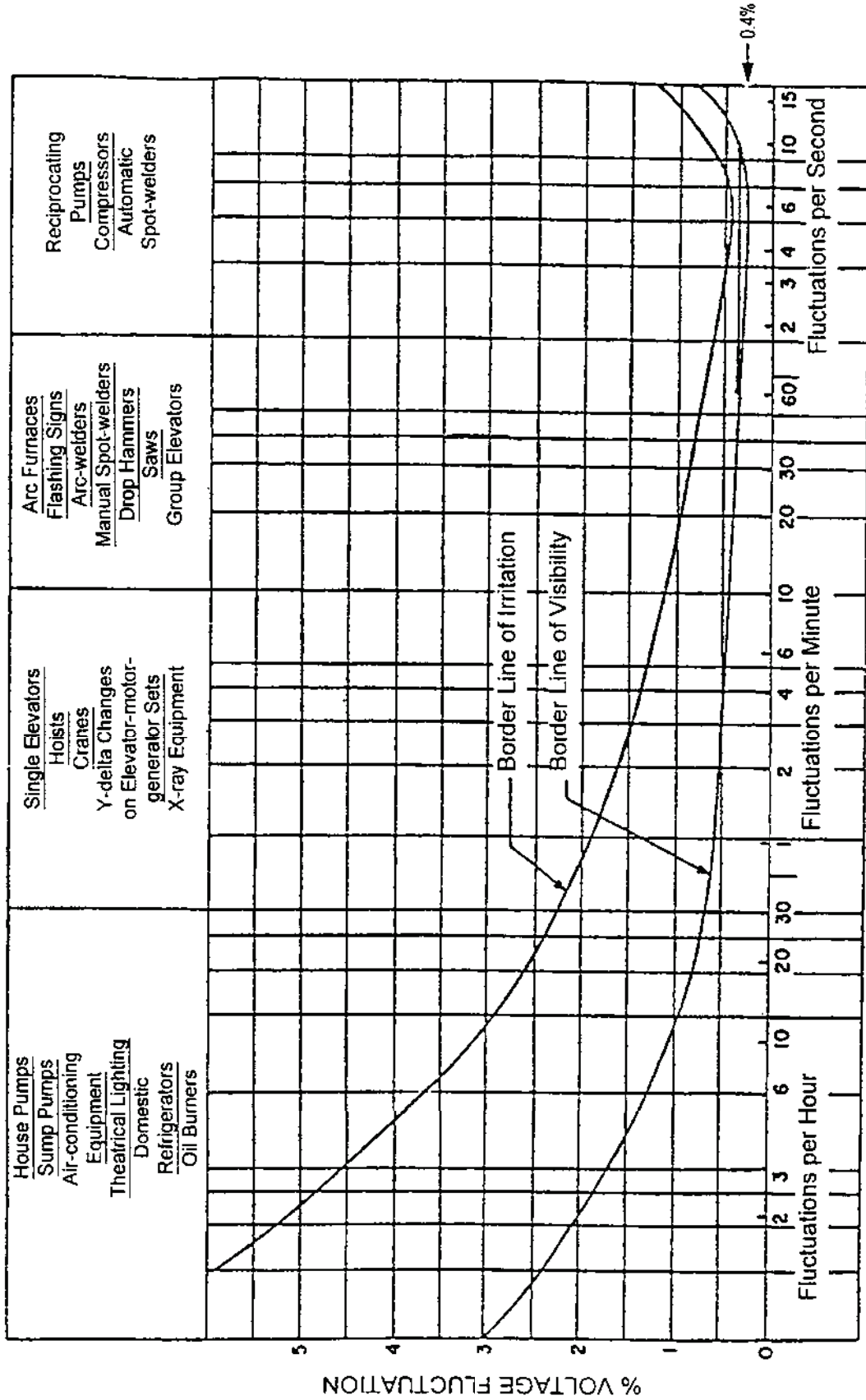
7. Excessive negative sequence voltages,
  8. Separation from supply,
  9. Synchronizing generation, and
  10. Re-synchronizing the Owner's generation after electric restoration of the supply.
- 2.12 Feeder Protective Coordination. In the case of a Cooperative protective function initiating a trip of a Cooperative protective device, the DR Facility protection and controls shall be designed to coordinate with the Cooperative protective device, and shall isolate the DR Facility from the Cooperative's lines.
- 2.13 Unintentional islanding: For an unintentional island in which the DR and a portion of the Cooperative's system remain energized through the point of common coupling, the DR shall cease to energize the Cooperative system.
- 2.14 The DR shall be designed to prevent the DR Facility from being connected to a de-energized Cooperative system. The customer should not reconnect the DR Facility to the Cooperative's system after a trip from a system protection device until the Cooperative's system is re-energized for a minimum of five minutes.
- 2.15 If the customer connects a backup generator directly to the customer's wiring to serve any load on the customer's site, he shall utilize a double-throw transfer switch in order to ensure that no power is fed back onto the Cooperative's distribution system. *This is a critical safety requirement.*
- 2.16 Voltage deviation from normal Cooperative line voltage at the point of common coupling caused by the DR Facility shall not under any condition exceed 3%, calculated by dividing the maximum deviation from average line voltage by the average line voltage, with the result multiplied by 100.

### 3.0 CUSTOMER OPERATING PROCEDURES

- 3.1 If high-voltage, low-voltage, or voltage flicker complaints arise from other customers due to the operation of customer DR, the customer may be required to disconnect his or her generation equipment from the Cooperative's system until the problem has been resolved.
- 3.2 The operation of the DR equipment must not result in harmonic currents or voltages at the point of common coupling that will interfere with the Cooperative's metering accuracy and/or proper operation of facilities and/or with the loads of other customers. Such adverse effects may include, but are not limited to heating of wiring and equipment, over voltage, communication interference, etc. If such a condition is found, the Cooperative may require the DR Facility to be disconnected from the Cooperative lines until the problem is resolved.

- 3.3 The DR Facility owner must discontinue parallel operation when requested by the Cooperative after prior notice. If the Cooperative has notified the DR Facility owner that an emergency situation exists, the DR Facility owner shall immediately discontinue parallel operation of the DR Facility with the Cooperative's lines.

# Exhibit 1

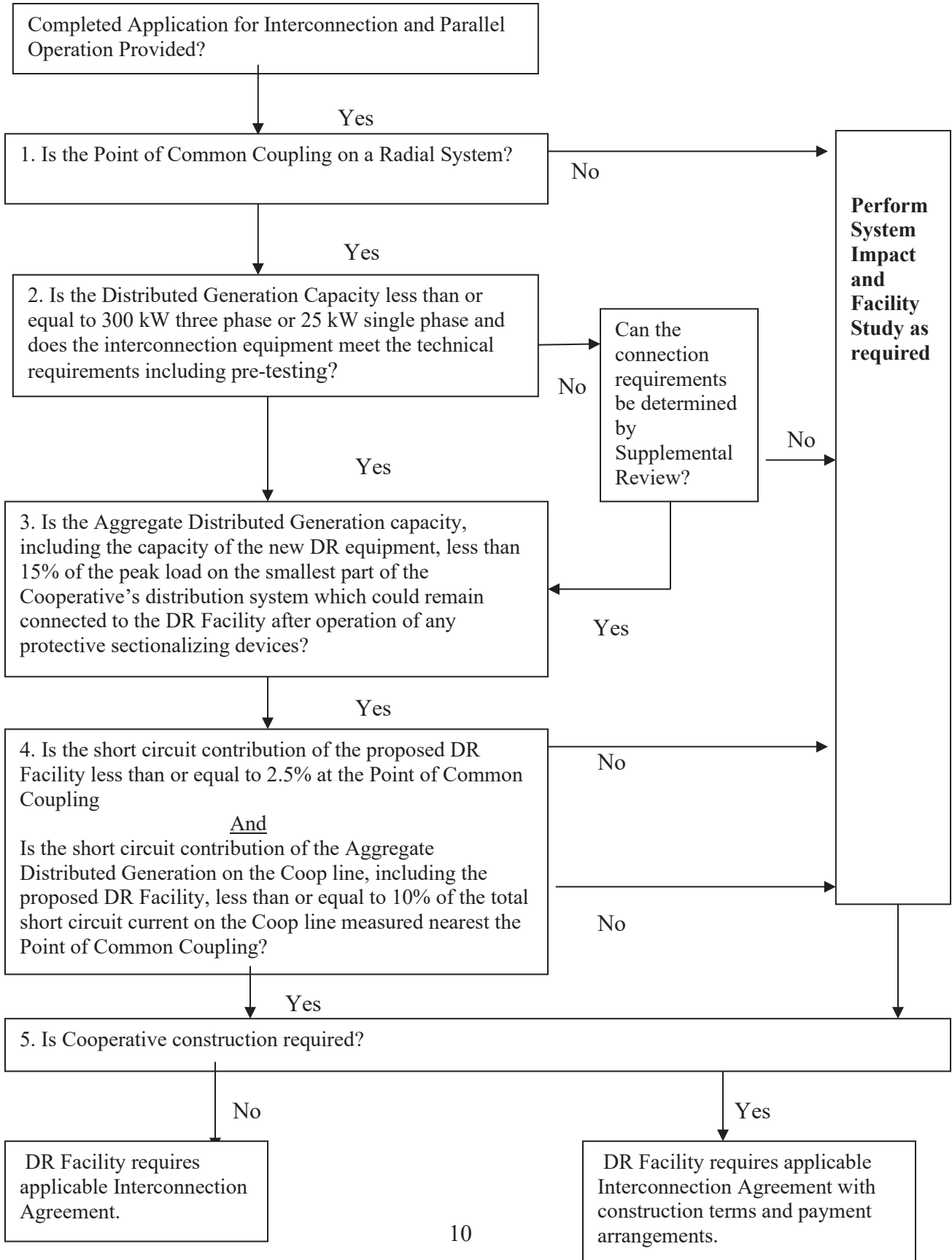


Composite curve of voltage flicker studies by General Electric Company, *General Electric Review*, August 1925; Kansas City Power & Light Company, *Electrical World*, May 19, 1934; T&D Committee, EEI, October 24, 1934, Chicago; Detroit Edison Company; West Pennsylvania Power Company; Public Service Company of Northern Illinois.

**Relations of Voltage Fluctuations to Frequency of Their Occurrence (Incandescent Lamps)**



## INTERCONNECTION REQUEST SCREENING PROCESS



SOUTH CENTRAL POWER COMPANY  
Lancaster, Ohio

**NET BILLING  
RATE SCHEDULE “NB”**

**AVAILABILITY AND APPLICABILITY:** This South Central Power Company (Cooperative) rate schedule is available and applicable for Consumers contracting for electric service from the Cooperative who, through the operation of qualifying cogeneration or small power production facilities, as defined in the Cooperative’s policies relating thereto, with a design capacity of 100 kilowatts or less in the case of non-residential consumers, or with the design capacity of 25 kilowatts or less in the case of residential consumers, have available electric energy and the associated capacity which they desire to sell to the Cooperative in accordance with the requirements of the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated there under (PURPA), and the Cooperative’s applicable rules, regulations, policies and rate schedules, in circumstances where the output of such qualifying facilities is not reasonably anticipated to exceed the annual electric energy requirements of the Consumer. For purpose of this rate schedule, the generation facility’s output will be presumed to “not reasonably anticipated to exceed the annual electric energy requirements of the Consumer” if the electric generating facility annually generates less than 120% of the Consumer’s annual electric energy requirements. The Consumer’s “annual electric requirements” shall be the average amount of electricity consumed annually by the Consumer for the facilities located on the Consumer’s premises over the previous three years.

All service under this schedule shall be subject to the provisions of the Cooperative’s application form, the provisions of this schedule as well as the Cooperative’s Policy Manual and Practices and Procedures Manual (Rules and Regulations) or subsequent revisions thereof on file at the Cooperative’s office, which Rules and Regulations are a part of this schedule as if fully written herein.

**NET BILLING:** Compliance with applicable rules, regulations, policies, and terms of this rate schedule is a condition precedent to purchases hereunder. The Consumer shall use the output of the qualifying facility first to meet the requirements of Consumer’s electric consuming facilities located on the Premises. Any output of the qualifying facility in excess of the requirements of Consumer’s electric consuming facilities shall be transferred to the Cooperative and credited against the Consumer’s monthly bill for electric service hereunder in the same month in which the billing credit is generated. Consumer shall only be entitled to receive billing credit for any such output of the qualifying facilities in excess of the requirements of the Consumer’s facilities and the Cooperative shall credit Consumer’s monthly power bill with the dollar amount of the credits paid by Buckeye to the Cooperative.

**RATE:** The rate for electric service shall be the same as specified in Consumer’s applicable rate schedule. The rate used to calculate any monthly billing credits for electric energy generation of the Consumer’s electric generating facility shall be Buckeye’s avoided cost rate, as determined by Buckeye at its sole discretion. Consumer shall be subject to the remaining rates, minimum monthly bill charges and terms specified in the Consumer’s applicable Rate Schedule.

**METERING:** Net billing will be accomplished using a single meter or pair of meters capable of registering the flow of electricity in each direction from the Cooperative's electric distribution system to Consumer's electric consuming facilities located on the Premises, and from Consumer's qualifying facility to Cooperative's electric distribution system.

**REVISIONS AND AMENDMENTS:** The Rules and Regulations for electric service, including this rate schedule, may be revised, amended, supplemented, or otherwise changed by the Board of Trustees from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations for electric service and rate schedules.

APPROVED: December 21, 2021

EFFECTIVE: March 1, 2022

SOUTH CENTRAL POWER COMPANY  
Lancaster, Ohio

**GENERAL SERVICE  
SCHEDULE "GS"**

**AVAILABILITY AND APPLICABILITY:** This South Central Power Company (Cooperative) rate schedule is available and applicable for all single and three phase electric service for all uses not specified in Cooperative's residential rate schedules, including, but not limited to, electric service furnished to retail or wholesale businesses, manufacturing or processing establishments, hotels, mobile home or trailer camps, motels, stores, restaurants, service stations, warehouses, medical facilities, athletic facilities, professional offices, theaters, amusement establishments, business offices, schools, churches, clubs, lodges, multiple dwelling units, apartment houses, public buildings, and for all other electric service that is not exclusively for residential, home or farm use.

This schedule is applicable for all three phase service whether or not for residential, home or farm use.

This schedule may be limited to a maximum billing capacity of 100 kilowatts (kW).

All service under schedule "GS" is subject to the provisions of the Cooperative's application form, the provisions of this schedule as well as the Cooperative's Policy Manual and Practices and Procedures Manual (Rules and Regulations) or subsequent revisions thereof, which Rules and Regulations are a part of this schedule as if fully set forth herein.

**NET RATE PER MONTH OR PART THEREOF PER SERVICE DROP LOCATION OR ESTABLISHMENT:**

The monthly billing shall be the sum of the following charges:

Consumer Charge	\$ 22.00
First 2,000 kilowatt hours (kWh) per month	\$.0391 per kWh
Next 2,000 kWh per month	\$.0271 per kWh
Over 4,000 kWh per month	\$.0196 per kWh

Demand Charge

All kW of billing capacity in excess of 50 kW per month  
\$3.00 per kW.

All billing is subject to the provisions relating to Billing Capacity, Minimum Charge, Adjustments, Rider "A", Rider "B" and the other provisions set forth herein.

**TERMS OF PAYMENT:** The above rates and other applicable charges hereinafter set forth are net and are due and payable on or before the date specified on the bill. If all amounts due and payable are not paid by the due date, a late fee shall become payable. If any bill is not paid within the date specified, service will be subject to disconnection as provided in Cooperative's Rules and Regulations and any reconnection of service shall be subject to the Cooperative's charge for such special service.

**MONTHLY MINIMUM CHARGE PER SERVICE:** The monthly minimum charge shall be not less than the highest minimum charge as determined by any of the following methods:

- (a) **SINGLE PHASE SERVICE:** The minimum charge shall be \$18.00 for the first 5 kilovolt amperes (kVA), of allocated transformer capacity, plus \$1.50 for each kVA of allocated transformer capacity in excess of 5 kVA. Where capacity metering equipment is installed, the minimum charge shall be not less than \$3.00 per kW of billing capacity, as herein determined, nor less than the transformer capacity minimum determined above, nor less than the minimum charge that may be specified by contract.
- (b) **THREE PHASE SERVICE:** The minimum charge shall be \$1.50 per kVA of total allocated transformer capacity, but not less than \$40.00 nor less than \$3.00 per kW of total applicable billing capacity, as herein determined, nor less than the minimum charge that may be specified by contract with Cooperative.

For three phase service, the applicable monthly minimum charge shall apply on a year round, twelve consecutive month basis, or longer, as may be specified by contract. Therefore, any seasonal disconnection of three phase service shall not avoid the applicable monthly minimum charge, except as specified under (c) below.

- (c) **SERVICE FURNISHED TO FACILITIES SUCH AS ATHLETIC FIELDS, ETC.:** For service furnished for charitable, philanthropic, non-profit community activities (such as to athletic fields, swimming pools, parks, fairs, carnivals, etc.), the minimum charge shall be \$3.00 per kW of the total applicable billing capacity as determined above. The minimum charge, as determined in this section, shall apply to the billing months or part thereof that service is connected, but not less than four consecutive months out of each twelve month period.

For temporary service the minimum billing period shall be not less than one month.

- (d) **SPECIAL INSTALLATIONS:** Where installations are of unusual character as to electric usage requirements or investment, the monthly minimum charge and minimum billing capacity will be determined by the Cooperative and shall be set forth in the service application or contract with the Consumer.

**DETERMINATION OF KW BILLING CAPACITY:** The kW billing capacity shall be the highest measured 15 minute integrated or equivalent thermal kW capacity, determined to the nearest kW by means of suitable metering equipment, but not less than the minimum billing capacity specified in Consumer's service application or contract with the Cooperative. For highly fluctuating loads, such as welders, hoists, etc., the measured capacity in kW may be increased by an amount that is equal to 50% of the installed or allocated kVA transformer capacity installed for such loads. Cooperative reserves the right at any time to install capacity metering equipment.

Where capacity metering equipment is installed and the power factor at time of maximum measured capacity is less than 90%, the billing capacity may be determined on basis of the kVA capacity instead of kW capacity. Where capacity metering equipment is not installed, the billing capacity may be estimated by the Cooperative, based on tests or other reasonable basis as determined by the Cooperative.

**ADJUSTMENTS, RIDER "A" AND RIDER "B":** The rates and charges set forth in this schedule are subject to increase or decrease in conformance to the adjustments specified in Rider "A" and Rider "B".

**CHARACTER OF SERVICE:** Service available under this schedule will normally be either 120/240 volts, single phase, 2 or 3 wire; 240 or 480 volts, three phase, 3 or 4 wire; or 120/208 or 277/480 volts, three phase, 4 wire service. If Consumer desires a voltage that is impractical for the Cooperative to furnish, the Consumer will be required to furnish, at his expense, such transformers as are necessary to deliver such voltage.

Service will normally be supplied through a single set of service wires with all service delivered to a single meter. Where service is delivered through individual single and three phase meters, a separate bill will be rendered for each meter. If an existing Consumer arranges the Consumer's wiring, at the Consumer's cost, so that all requirements can be supplied by means of a single 3 or 4 wire service drop, extending to a single meter location, and providing that such service can be supplied from a single transformer bank and metered through a single meter, a single bill will be rendered for such service. In place of a single meter, the Cooperative reserves the right to use separate single and three phase meters in order to adequately meter fluctuating, unbalanced or unusual loads and to render separate bills for each meter.

**METERING VOLTAGE:** The Cooperative reserves the right to meter Consumer's requirements in the most practical manner, either at secondary or primary distribution voltage and in either case the billing kWh shall be the metered kWh.

**METER READINGS:** The Cooperative reserves the right to read meters other than monthly and bill on a monthly basis, using an estimated meter reading during the intervening month or months. As an alternative, the Cooperative also reserves the right to read meters bi-monthly and bill bi-monthly, in which event, the foregoing rate blocks, the applicable minimum charge, the consumer charge and the demand charge, will be multiplied by two.

Where demand metering equipment is installed the meter will be read monthly, unless the Consumer's kW demand does not exceed the rate schedule minimum, in which case, the Cooperative may read the meter bi-monthly. If the Cooperative cannot read meters, because of circumstances beyond its control, it will estimate kWh and kW usage.

**AVAILABILITY OF THREE PHASE SERVICE:** Normally only single phase service is available. Cooperative may, at its option, furnish three phase service, but only if such service is already available immediately adjacent to Consumer's property and if it is practical and economical to furnish three phase service. Three phase service may be furnished after giving consideration to the investment required and probable use of three phase service by Consumer and if Consumer enters into an appropriate contract that recognizes the investment involved. Any three phase line extension shall be in conformance to Cooperative's Rules and Regulations.

**NEW EXTENSIONS:** The Cooperative reserves the right to increase the minimum period of service, to increase the minimum charge, to charge a monthly facility charge or to charge a contribution in aid of construction where an unusual investment is required to furnish service, as compared to the estimated or probable revenue to be received.

**MOTOR SPECIFICATIONS:** Single phase service will not be furnished to operate individual motors in excess of 15 hp rating, except where permission is granted by Cooperative. All motors 3 hp and larger may, at Cooperative's option, be required to be equipped with reduced voltage starting equipment or other control devices so as to avoid unnecessary voltage surges and fluctuations on Cooperative's system.

Motors designed for full voltage "across the line" starting may, at Cooperative's option, be permitted to operate from Cooperative's system, providing that a study by the Cooperative indicates that the operation of such motors will not be detrimental to service furnished other Consumers. Advance permission by the Cooperative will be required for all such motor installations.

**TEMPORARY SERVICE:** This schedule shall apply for temporary service. However, Consumer shall pay all the charges specified in Cooperative's Rules and Regulations which provide, among other things, that the Consumer shall pay "Up and Down Costs" of establishing and disconnecting the service, less the salvage value of the materials returned to stores. A deposit may be required to cover the costs involved.

**USE OF SERVICE:** Service under this schedule shall not be resold or shared with others.

**OTHER CHARGES FOR SPECIAL SERVICE:** See Cooperative's Rules and Regulations as to charges for disconnection and reconnection of service and other special services.

**REVISIONS AND AMENDMENTS:** The Rules and Regulations for electric service, including this rate schedule, may be revised, amended, supplemented, or otherwise changed by the Board of Trustees from time to time, without notice. Such changes, when effective, shall have the same force as the present Rules and Regulations for electric service and rate schedules.

(Page 3 of 3)

APPROVED: December 21, 2021

EFFECTIVE: April 1, 2022

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement  
between South Central Power and the Commissioners

(Fairfield County Facilities)

Approved as to form on 9/7/2022 1:32:27 PM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2022-09.13.m

A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement between South Central Power and the Commissioners

(Fairfield County Facilities)

Upon the motion of Commissioner Steven A. Davis, seconded by Commissioner David L. Levacy, this resolution has been Adopted:

Voting:

Jeffrey M. Fix, President	Aye
Steven A. Davis, Vice President	Aye
David L. Levacy	Aye

Board of County Commissioners  
Fairfield County, Ohio

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.



Rochelle Menningen  
Board of County Commissioners  
Fairfield County, Ohio



# DYNAMIX PHOTOVOLTAIC SYSTEM

980 LIBERTY DR, LANCASTER, OH 43130.  
 148 MODULES – GROUND MOUNTED FIXED TILT – 65.12KWDC, 50.0KWAC

## SYSTEM SUMMARY

DESIGN TEMPERATURES	
HIGH TEMP (2%)	32°C
EXTREME MIN	-21°C
INVERTER	
MANUFACTURER:	CHINT POWER SYSTEM
INVERTER TYPE:	CPS SCA25KTL-DO/US-208(208V)
MAX. CONTI. OUTPUT CURRENT	69.5Aac
DC OPERATING RANGE	200–950Vdc
QUANTITY/TOTAL:	2
INVERTER OUTPUT CAPACITY 25kW	
MODULE	
MANUFACTURER:	CANADIAN SOLAR
MODULE MODEL:	CS3W-440MB-AG (440W)
MODULE OUTPUT:	440W @STC
MODULE COUNT:	148
STRING COUNT:	9
DC SYSTEM OUTPUT	65.12KWDC
RACKING	
MANUFACTURER:	APA SOLAR RACKING
RACKING TYPE:	FIXED-TILT READYRACK SYSTEM
PITCH	30° FIXED TILT
AZIMUTH:	180°

## DRAWINGS LIST

SHEET #	SHEET NAME	REV#	DATE
T-100	COVER SHEET	v6.2	8/15/2023
G-001	ELECTRICAL NOTES – SHEET I	v6.2	8/15/2023
G-002	ELECTRICAL NOTES – SHEET II	v6.2	8/15/2023
G-100	PV SITE PLAN	v6.2	8/15/2023
C-200	MODULE LAYOUT	v6.2	8/15/2023
C-300	STRING WIRING PLAN	v6.2	8/15/2023
C-400	GROUND MOUNT ELEVATION	v6.2	8/15/2023
C-500	SOLAR SCRIM DETAIL	v6.2	8/15/2023
E-100	ELECTRICAL SINGLE LINE DIAGRAM	v6.2	8/15/2023
E-200	ELECTRICAL CALCULATIONS	v6.2	8/15/2023
E-300	LABELS & MARKINGS	v6.2	8/15/2023
F-100	GROUNDING DETAILS SHEET I	v6.2	8/15/2023
F-200	GROUNDING DETAILS SHEET II	v6.2	8/15/2023
S-100	MISCELLANEOUS DETAILS	v6.2	8/15/2023
S-200	EQUIPMENT RACKING	v6.2	8/15/2023
D-100	SPECIFICATION SHEETS	v6.2	8/15/2023

## GENERAL NOTES

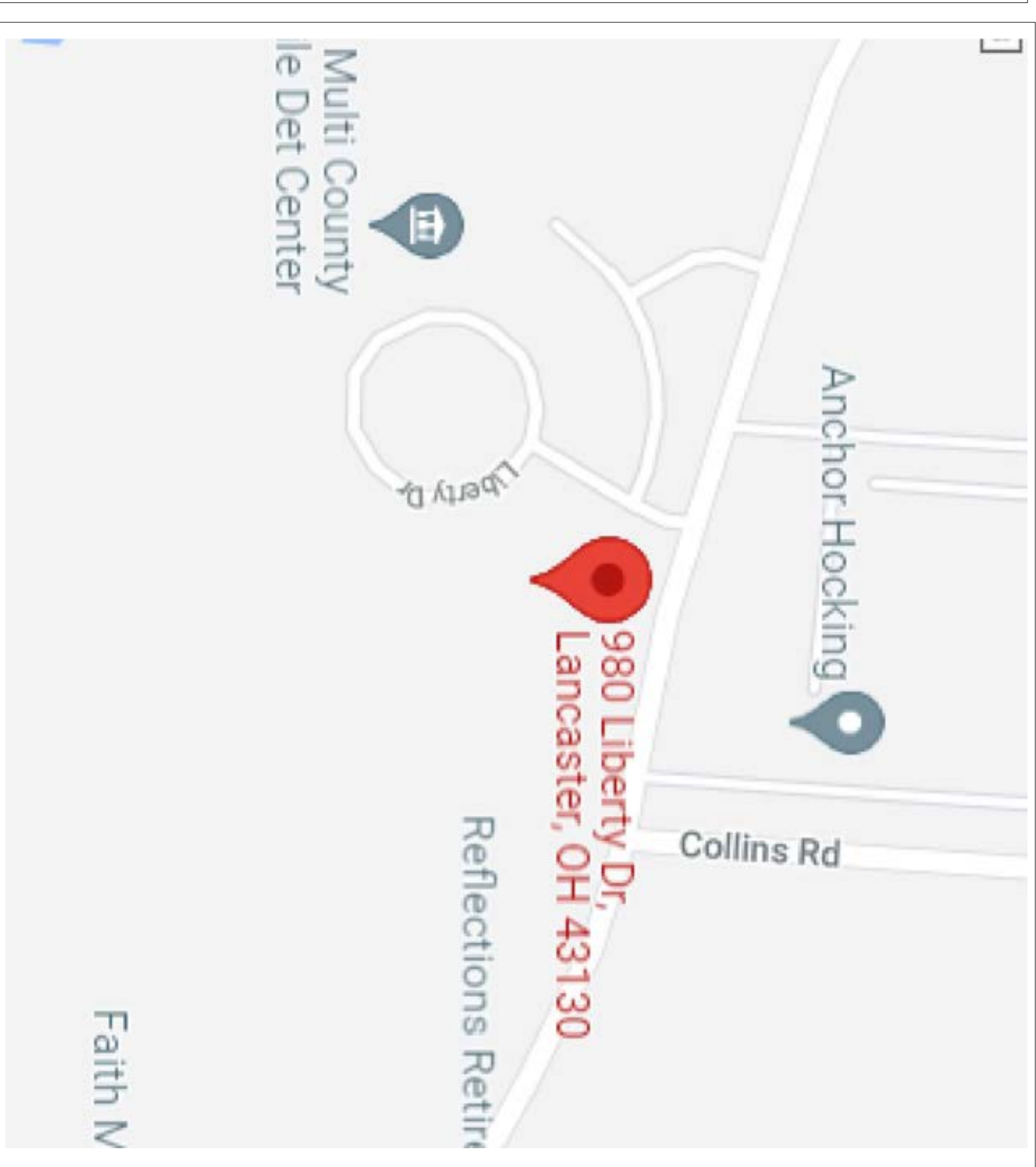
- THE CONTRACTOR/INSTALLER OF THE SOLAR PV SYSTEM OVER SHALL CONFORM TO OSHA REQUIREMENTS DURING THE CONSTRUCTION PHASE. JOB SAFETY AND CONSTRUCTION PROCEDURES ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/INSTALLER.
- IN CASE OF CONFLICT BETWEEN STRUCTURAL DRAWINGS AND ELECTRICAL DRAWINGS, THE MOST RIGID REQUIREMENTS SHALL GOVERN.
- THE CONTRACTOR/INSTALLER SHALL VERIFY ALL EXISTING BUILDING INFORMATION SHOWN (DIMENSIONS, GROUND MOUNT PROJECTIONS, ETC.) AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO INSTALLATIONS OF PV SYSTEM. THE CONTRACTOR/INSTALLER SHALL VERIFY AND COORDINATE EXISTING OPENINGS, GROUND MOUNT UNITS, ETC. SHOWN ON DRAWINGS. IF THERE IS A DISCREPANCY BETWEEN DRAWINGS, IT IS THE CONTRACTORS/INSTALLER'S RESPONSIBILITY TO NOTIFY ENGINEER PRIOR TO PERFORMING THE WORK.
- ALL CONSTRUCTION IS TO BE PERFORMED IN STRICT CONFORMANCE WITH ALL APPLICABLE TOWN, COUNTY & STATE REGULATIONS AND/OR ANY OTHER GOVERNING BODIES.
- DO NOT SCALE THESE DRAWINGS, USE DIMENSIONS.
- CONTRACTOR MUST CONDUCT SURVEY TO VERIFY DIMENSIONS SHOWN ON PLAN PRIOR TO INSTALLATION. IF THERE IS A DISCREPANCY IT IS CONTRACTOR/INSTALLER'S RESPONSIBILITY TO NOTIFY THE ENGINEER IMMEDIATELY.
- THIS IS A PV SOURCE + INVERTER ONLY DESIGN MEANT TO BE INCORPORATED IN TO A SITE SPECIFIC DESIGN BY OTHERS.
- OPERATING TEMPERATURE RANGE IS -21°C TO 32° C

## GOVERNING CODES:

- 2017 NATIONAL ELECTRICAL CODE (NEC)
- 2017 OHIO BUILDING CODE (OBC)
- 2017 OHIO FIRE CODE (OFC)
- 2017 OHIO PLUMBING CODE (IPC)
- 2017 OHIO MECHANICAL CODE (OMC)
- 2019 OHIO RESIDENTIAL CODE (ORC)
- ANY OTHER LOCAL AMENDMENTS

ELECTRICAL ENGINEER  
 RYDBERG POWER, INC.  
 C/O: ROGER SM DUS  
 +1 949 466 2540  
 34192 HELENIUM ST,  
 RIVERSIDE, CA 92563  
 ROGER.DSM@RYDBERGPPOWER.COM  
 WWW.RYDBERGPPOWER.COM

PROJECT EPC  
 LIGHTEDISON, LLC.  
 C/O: SHAWN STUTZMAN  
 +1 720 636 1961  
 SMS@LIGHTEDISON.COM  
 2420, 17TH STREET, 3RD  
 FLOOR, DENVER, CO, 80202  
 WWW.LIGHTEDISON.COM



1 AERIAL VIEW



2 VICINITY MAP

PROJECT GC  
 Lightedison  
 WWW.LIGHTEDISON.COM  
 INFO@LIGHTEDISON.COM  
 307-480-0875

ECO ENGINEERING  
 PROJECT EPC

11815 HIGHWAY 1090C, SUITE 600  
 CINCINNATI, OH 45241  
 WWW.ECOENGINEERING.COM  
 CONTACT: (513) 985-8300

ENGINEERING & DESIGN  
**RH**  
 RYDBERG  
 POWER  
 WWW.RYDBERGPPOWER.COM  
 11849 466 2540  
 ROGER.DSM@RYDBERGPPOWER.COM  
 E. E. EDR PE-STAMP

**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFP ELECTRICAL DESIGN**  
**METER(POC)**  
**50.0KWAC/65.12KWDC/208Vac @POI**  
 980 LIBERTY DR, LANCASTER, OHIO 43130.

REV#	DESCRIPTION	DATE	DWRN	APVD
6.2	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	8/15/2023	ER	
6.1	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	7/18/2023	ER	
6.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	5/24/2023	ER	
5.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	1/17/2023	ER	
4.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	12/13/2022	ER	
3.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/18/2021	ER	
2.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/18/2021	ER	
1.0	PV SITE PLAN/ SLD DESIGN, ISSUED FOR REVIEW/RFP	11/14/2021	ER	RDSM

DATE: 11/14/2021  
 DRAWN BY: ER  
 ENGINEER: RDSM  
 APPROVED BY: -

SHEET TITLE:  
**COVER SHEET**  
 SHEET NO.:  
**T-100**





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06@LIGHTEPSILON.COM  
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PROJECT EPC



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ENGINEERING & DESIGN



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1849 486 2540  
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E. E. EOR PE-STAMP

**DYNAMIX FAIRFIELD  
COUNTY PV SOLAR  
IFP ELECTRICAL DESIGN**

**METER(POC)**  
**50.0KWAC/65.12KWDC/208Vac @POI**

980 LIBERTY DR, LANCASTER, OHIO 43130.

REV#	DESCRIPTION	DATE	DWRN	APVD
6.2	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	8/15/2023		
6.1	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	7/18/2023		
6.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	5/24/2023		
5.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	1/17/2023		
4.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	12/13/2022		
3.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/18/2021		
2.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/18/2021		
1.0	PV SITE PLAN/ SLD DESIGN, ISSUED FOR REVIEW/RFP	11/14/2021		

DATE:	11/14/2021
DRAWN BY: ER	
ENGINEER: RQSM	
APPROVED BY:	

**ELECTRICAL  
NOTES  
SHEET II**

**G-002**

ABBREVIATIONS	MINIMUM
AC	MISC
ACD	MV
AHU	MVA
ALT	(N)
ANSI	NEC
APPD	NEG
ASTM	NTRL
AWG	OAE
AZ	OC
BLDG	OCPD
BOT	OH
C	PC
C/L	PC
CB	PCC
CEC	POS
CIP	PTC
CLR	PV
CONT	PVC
CU	PWG
DAS	RMC
DC	SCADA
DCD	SCH
DI	SD
DIA	SF
DISC	SIM
DWG	STC
[E]	TBD
EL	TOF
EMT	TYP
EQ	UL
FO	UGPB
GALV	UON
GND	V
IBC	VAC
JB	VDC
KV	VIF
LFNC	WP
LV	WS
MCB	XMR
MFR	

5.12.18. IN ANY EXCAVATION/TRENCH GREATER THAN 4' IN DEPTH, OSHA-COMPLIANT ACCESS/EGRESS LADDERS SHALL BE PLACED NO MORE THAN EVERY 50'	5.13.13. RACKING IS TO BE INSTALLED PER THE STAMPED AND CALCULATED STRUCTURAL SHEETS AND STRUCTURAL CALCULATIONS.
5.12.19. CONDUITS WITH NEGATIVE SLOPE TOWARD ELECTRICAL EQUIPMENT SHALL HAVE A PULL BOX OR VALVE ADJACENT TO THE ENTRY POINT INTO THE ELECTRICAL EQUIPMENT WITH CRUSHED STONE IN THE BOTTOM FOR DRAINAGE	5.13.32. ALL RACKING COMPONENTS ARE TO BE INSPECTED AND ACCEPTED AT TIME OF DELIVERY. ANY DEFECTS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO INSTALLATION.
5.12.20. CABLES OR CONDUIT BURIED BELOW STREAMS OR DRAINAGE TRENCHES SHALL MAINTAIN THEIR NEG REQUIRED DEPTH BELOW THE BOTTOM OF THE STREAM OR TRENCH.	5.13.33. MODULES SHALL NOT BE STACKED DURING INSTALLATION WITHOUT APPROPRIATE DIVIDERS. EXTRA CARE MUST BE TAKEN TO NOT SCRATCH OR DAMAGE THE MODULE GLASS OR BACKSHEETS. ANY SCRATCHED OR DAMAGED MODULES SHALL BE REPLACED SOLELY AT THE CONTRACTOR'S EXPENSE.
5.12.21. PROVIDE 12" OF CLASS 5 GRAVEL DRAINAGE BEDDING UNDER THE TRANSFORMER OPEN CONDUIT AREA	5.13.4. NO PERSONNEL SHALL STEP OR STAND ON MODULES AT ANY TIME, NOR SHALL INSTALLERS LEAN ON MODULE RACK STRUCTURE AND MODULES ARE NOT DESIGNED FOR LIVE LOADS AND MAY VOID WARRANTY.
5.14. SAFETY SIGNS AND LABELING	5.14.2. ALL SIGNS SHALL BE HDPE PLASTIC, TWO-COLOR ENGRAVED, AND UV STABILIZED.
5.14.1. CONTRACTOR SHALL PROVIDE ALL SIGNS AND LABELS PER THESE DRAWINGS, LOCAL UTILITY REQUIREMENTS, OSHA AND THE NEC INCLUDING BUT NOT LIMITED TO SECTIONS 110, 690, AND 705.	5.14.3. ALL EQUIPMENT SHALL BE LABELED ON THE FRONT EXTERIOR TO CORRESPOND TO THE IDENTIFICATION SHOWN ON THE DRAWINGS.
5.14.2. ALL SIGNS SHALL BE HDPE PLASTIC, TWO-COLOR ENGRAVED, AND UV STABILIZED.	5.14.4. SIGNS SHALL BE FIXED TO EQUIPMENT WITH OUTDOOR RATED TWO-PART EPOXY. DOUBLE-SIDED TAPE SHALL NOT BE USED UNDER ANY CONDITIONS.
5.14.3. ALL EQUIPMENT SHALL BE LABELED ON THE FRONT EXTERIOR TO CORRESPOND TO THE IDENTIFICATION SHOWN ON THE DRAWINGS.	5.14.5. ALL CABLES SHALL BE LABELED AT EACH END AND AT SPICE LOCATIONS, AT AN ACCESSIBLE POINT INSIDE EQUIPMENT ENCLOSURE, IF POSSIBLE, WITH CIRCUIT AND PHASE IDENTIFICATION CORRESPONDING TO THE DRAWINGS.
5.14.4. SIGNS SHALL BE FIXED TO EQUIPMENT WITH OUTDOOR RATED TWO-PART EPOXY. DOUBLE-SIDED TAPE SHALL NOT BE USED UNDER ANY CONDITIONS.	5.14.6. CABLE AND CONDUCTOR LABELS SHALL BE HEAT SHRINK AND APPROVED FOR THEIR ENVIRONMENT. LABELS SHALL NOT COVER COMPRESSION LUGS.
5.14.5. ALL CABLES SHALL BE LABELED AT EACH END AND AT SPICE LOCATIONS, AT AN ACCESSIBLE POINT INSIDE EQUIPMENT ENCLOSURE, IF POSSIBLE, WITH CIRCUIT AND PHASE IDENTIFICATION CORRESPONDING TO THE DRAWINGS. LABELS SHALL BE APPLIED ON ACCESSIBLE DOORS OR BARRIERS OF OUTDOOR EQUIPMENT.	5.14.7. 1/4" CABLE LABELS SHALL BE ENGRAVED, TWO-COLOR ENGRAVED PLASTIC, SECURED WITH UV-RESISTANT WIRE-TIES THESE LABELS SHALL BE VISIBLE FROM OUTSIDE THE ENCLOSURE WITHOUT REACHING INSIDE OR MOVING CABLES.
5.14.6. CABLE AND CONDUCTOR LABELS SHALL BE HEAT SHRINK AND APPROVED FOR THEIR ENVIRONMENT. LABELS SHALL NOT COVER COMPRESSION LUGS.	5.14.1. PROVIDE ARC FLASH HAZARD WARNING LABELS COMPLYING WITH ANSI Z535.4 AND NFPA 70E ON ALL EQUIPMENT PER DRAWINGS. LABELS SHALL BE APPLIED ON ACCESSIBLE DOORS OR BARRIERS OF OUTDOOR EQUIPMENT.
5.14.7. 1/4" CABLE LABELS SHALL BE ENGRAVED, TWO-COLOR ENGRAVED PLASTIC, SECURED WITH UV-RESISTANT WIRE-TIES THESE LABELS SHALL BE VISIBLE FROM OUTSIDE THE ENCLOSURE WITHOUT REACHING INSIDE OR MOVING CABLES.	5.14.2. PROVIDE LABELING FOR THE TRANSFORMER ID, CABLES, HIGH VOLTAGE COMPARTMENT (WARNING AND RATING), AND LOW VOLTAGE COMPARTMENT (RATING).
5.15. FIELD ACCEPTANCE TESTING	5.14.3. ALL ELECTRICAL PANELS SHALL BE PROVIDED WITH A CLEARLY LEGIBLE AND ACCURATE PANEL SCHEDULE OR CIRCUIT DIRECTORY
5.15.1. CONTRACTOR SHALL PROVIDE FIELD ACCEPTANCE TESTING IN ACCORDANCE WITH ANSI/NETA ATS-2013. THE FOLLOWING EQUIPMENT SHALL BE FIELD TESTED	
5.15.1.1. MV STEP-UP TRANSFORMER	
5.15.1.1. AC COLLECTOR SWITCHBOARD	
5.15.1.2. PRIMARY METERING CTS AND PIS	
5.15.1.3. RECLOSER AND RECLOSER CONTROLLER (SEL-651R2)	
5.15.1.4. MV CABLES	
5.15.1.5. LV CABLES	
5.15.1.6. GROUND GRID	
5.15.2. CONTRACTOR SHALL PROVIDE I-V CURVE TRACE TESTING IN ACCORDANCE WITH IEC 61829.	
5.15.3. WRITTEN FIELD ACCEPTANCE TEST REPORTS SHALL BE FURNISHED TO THE ENGINEER	

5.9 TRANSFORMERS	5.12.18. IN ANY EXCAVATION/TRENCH GREATER THAN 4' IN DEPTH, OSHA-COMPLIANT ACCESS/EGRESS LADDERS SHALL BE PLACED NO MORE THAN EVERY 50'
5.9.1. ALL CONDUCTORS SHALL BE ROUTED TO MAINTAIN ACCESS TO INDICATORS, VALVES, SAMPLE PORTS, SWITCHES, TAP CHANGES, FUSE WELDS, AND OTHER COMPONENTS AND ACCESSORIES REQUIRING OPERATOR ACCESS	5.12.19. CONDUITS WITH NEGATIVE SLOPE TOWARD ELECTRICAL EQUIPMENT SHALL HAVE A PULL BOX OR VALVE ADJACENT TO THE ENTRY POINT INTO THE ELECTRICAL EQUIPMENT WITH CRUSHED STONE IN THE BOTTOM FOR DRAINAGE
5.9.2. VERIFY THE FOLLOWING:	5.12.20. CABLES OR CONDUIT BURIED BELOW STREAMS OR DRAINAGE TRENCHES SHALL MAINTAIN THEIR NEG REQUIRED DEPTH BELOW THE BOTTOM OF THE STREAM OR TRENCH.
5.9.3. FACTORY WIRING DIAGRAM IS ACCURATE	5.12.21. PROVIDE 12" OF CLASS 5 GRAVEL DRAINAGE BEDDING UNDER THE TRANSFORMER OPEN CONDUIT AREA
5.9.4. TRANSFORMER IS LEVEL	5.13. RACKING AND MODULES
5.9.5. MEDIUM & LOW VOLTAGE CONDUITS ARE SEPARATED AND IN THEIR OWN COMPARTMENT	5.13.1. RACKING IS TO BE INSTALLED PER THE STAMPED AND CALCULATED STRUCTURAL SHEETS AND STRUCTURAL CALCULATIONS.
5.9.6. LOCK OR CONICAL NUTS USED FOR ALL CONNECTION	5.13.2. ALL RACKING COMPONENTS ARE TO BE INSPECTED AND ACCEPTED AT TIME OF DELIVERY. ANY DEFECTS SHOULD BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO INSTALLATION.
5.9.7. HARDWARE IS THE PROPER LENGTH	5.13.3. MODULES SHALL NOT BE STACKED DURING INSTALLATION WITHOUT APPROPRIATE DIVIDERS. EXTRA CARE MUST BE TAKEN TO NOT SCRATCH OR DAMAGE THE MODULE GLASS OR BACKSHEETS. ANY SCRATCHED OR DAMAGED MODULES SHALL BE REPLACED SOLELY AT THE CONTRACTOR'S EXPENSE.
5.10. HARDWARE	5.13.4. NO PERSONNEL SHALL STEP OR STAND ON MODULES AT ANY TIME, NOR SHALL INSTALLERS LEAN ON MODULE RACK STRUCTURE AND MODULES ARE NOT DESIGNED FOR LIVE LOADS AND MAY VOID WARRANTY.
5.10.1. ALL HARDWARE IN EXPOSED LOCATIONS SHALL BE STAINLESS STEEL OR HOT-DIPPED GALVANIZED STEEL. ZINC-COATED FASTENERS ARE PREFERRED INSIDE NEMA3R OR HIGHER ENCLOSURES.	5.14. SAFETY SIGNS AND LABELING
5.10.2. ALL HARDWARE USED FOR GROUNDING & BONDING ABOVE GRADE SHALL BE STAINLESS STEEL.	5.14.1. CONTRACTOR SHALL PROVIDE ALL SIGNS AND LABELS PER THESE DRAWINGS, LOCAL UTILITY REQUIREMENTS, OSHA AND THE NEC INCLUDING BUT NOT LIMITED TO SECTIONS 110, 690, AND 705.
5.10.3. ANTI-SEIZE LUBRICANT MUST BE USED ON STAINLESS HARDWARE.	5.14.2. ALL SIGNS SHALL BE HDPE PLASTIC, TWO-COLOR ENGRAVED, AND UV STABILIZED.
5.10.4. ALL ELECTRICAL AND MECHANICAL HARDWARE TO BE TORQUED PER DEVICE LISTING, OR MANUFACTURERS RECOMMENDATIONS USING A CALIBRATED TORQUE CONNECTORS ARE TO BE MARKED WITH PERMANENT MARKING PAINT, AFTER TORQUING.	5.14.3. ALL EQUIPMENT SHALL BE LABELED ON THE FRONT EXTERIOR TO CORRESPOND TO THE IDENTIFICATION SHOWN ON THE DRAWINGS.
5.11. WIRE MANAGEMENT	5.14.4. SIGNS SHALL BE FIXED TO EQUIPMENT WITH OUTDOOR RATED TWO-PART EPOXY. DOUBLE-SIDED TAPE SHALL NOT BE USED UNDER ANY CONDITIONS.
5.11.1. ALL WIRE MANAGEMENT METHODS AND MATERIALS SHALL BE APPROVED BY MCR PRIOR TO INSTALLATION.	5.14.5. ALL CABLES SHALL BE LABELED AT EACH END AND AT SPICE LOCATIONS, AT AN ACCESSIBLE POINT INSIDE EQUIPMENT ENCLOSURE, IF POSSIBLE, WITH CIRCUIT AND PHASE IDENTIFICATION CORRESPONDING TO THE DRAWINGS.
5.11.2. ALL EXPOSED CABLES, SUCH AS MODULE LEADS AND PV CIRCUIT WIRING SHALL BE SECURED WITH MECHANICAL OR OTHER APPROVED SUNLIGHT RESISTANT MEANS. THE USE OF PLASTIC CABLE TIES IS NOT AN APPROVED METHOD TO SUPPORT OR ATTACH WIRE TO A STRUCTURE.	5.14.6. CABLE AND CONDUCTOR LABELS SHALL BE HEAT SHRINK AND APPROVED FOR THEIR ENVIRONMENT. LABELS SHALL NOT COVER COMPRESSION LUGS.
5.11.3. PV SOURCE AND OUTPUT CONDUCTOR CABLE CLIPS SHALL BE STAINLESS STEEL (E.G. ACC CLIPS BY WILEY OR EQUIVALENT.)	5.14.7. 1/4" CABLE LABELS SHALL BE ENGRAVED, TWO-COLOR ENGRAVED PLASTIC, SECURED WITH UV-RESISTANT WIRE-TIES THESE LABELS SHALL BE VISIBLE FROM OUTSIDE THE ENCLOSURE WITHOUT REACHING INSIDE OR MOVING CABLES.
5.11.4. PLASTIC CABLE TIES MAY ONLY BE USED TO BUNDLE PV SOURCE CIRCUIT WIRING AND SHALL BE MADE OF WEATHER-RESISTANT NYLON-12. FOR WIRE SUPPORT, ONLY STAINLESS STEEL CLIPS OR PVC-COATED STAINLESS STEEL CABLE TIES MAY BE USED (HETCO OR APPROVED EQUAL).	5.15. FIELD ACCEPTANCE TESTING
5.11.5. PV SOURCE OUTPUT CIRCUIT WIRING SHALL BE SUPPORTED ADEQUATELY IN LENGTHS NOT TO EXCEED 24". MODULE TO MODULE INTERCONNECTIONS SHALL BE SUPPORTED AT A MAXIMUM OF 12" FROM THE J-BOX AND THE MODULE TO MODULE CONNECTION POINT.	5.15.1. CONTRACTOR SHALL PROVIDE FIELD ACCEPTANCE TESTING IN ACCORDANCE WITH ANSI/NETA ATS-2013. THE FOLLOWING EQUIPMENT SHALL BE FIELD TESTED
5.11.6. PROTECT WIRE FROM SHARP EDGES WITH UV RATED SPIRAL WRAP, EDGE-GUARD, OR SPLIT LOOM SUPPORTE BY CABLE TIES.	5.15.1.1. MV STEP-UP TRANSFORMER
5.12. CONCRETE PADS AND UNDERGROUND	5.15.1.1. AC COLLECTOR SWITCHBOARD
5.12.1. CONCRETE SPECIFICATIONS, UON.	5.15.1.2. PRIMARY METERING CTS AND PIS
5.12.2. BASED ON SOIL WITH 2000 PSF BEARING CAPACITY	5.15.1.3. RECLOSER AND RECLOSER CONTROLLER (SEL-651R2)
5.12.3. 4000 PSI 28-DAY COMPRESSIVE STRENGTH	5.15.1.4. MV CABLES
5.12.4. 145 PCF UNIT WEIGHT	5.15.1.5. LV CABLES
5.12.5. REINFORCING INCLUDING TIES AND STIRRUPS CONFORMS TO ASTM A615 AND G80	5.15.1.6. GROUND GRID
5.12.6. CONFORMS TO ACI301, ACI318, ACI305, AND ACI306	5.15.2. CONTRACTOR SHALL PROVIDE I-V CURVE TRACE TESTING IN ACCORDANCE WITH IEC 61829.
5.12.7. REINFORCING BAR PLACEMENT CONFORMS TO CRSI	5.15.3. WRITTEN FIELD ACCEPTANCE TEST REPORTS SHALL BE FURNISHED TO THE ENGINEER
5.12.8. AIR ENTRAINED FOR SEVERE EXPOSURE	
5.12.9. THE TOP OF ALL CONCRETE SHALL BE SLOPED AWAY FROM CENTER FOR POSITIVE DRAINAGE WITH AT LEAST A 1% SLOPE.	
5.12.10. CONDUITS STUBBED UP FROM BELOW GROUND SHALL BE IN THE APPROPRIATE LOCATIONS AND PLUMB.	
5.12.11. CONDUITS STUBBED UP SHALL IMMEDIATELY BE CAPPED TO PREVENT WATER ENTRY DURING CONSTRUCTION.	
5.12.12. TOPS OF CONDUIT SHALL BE A MINIMUM OF 4 INCHES ABOVE THE CONCRETE PAD OR GRAVEL BEDDING TO PREVENT INGRESS OF WATER.	
5.12.13. CONDUITS IN CONCRETE PADS SHALL BE PROPERLY SECURED TO AVOID CONDUIT DISPLACEMENT DURING POUR.	
5.12.14. DIRECT BURIAL CONDUITORS SHALL ENTER CONCRETE PADS THROUGH UNDERGROUND CONDUIT SLEEVE EXTENDING AT LEAST 36" OUT FROM EQUIPMENT PAD.	
5.12.15. BARE CU EQUIPMENT GROUND JUMPER SHALL BE IN CONDUIT AND SHALL EXTEND AT LEAST 6" OUT FROM EQUIPMENT PAD.	
5.12.16. CONCRETE REBAR MATERIAL, SIZE, PATTERN, PLACEMENT, TIES AND MINIMUM DISTANCE TO EDGES MEETS DESIGN SPECIFICATIONS. REBAR SHALL NOT BE EXPOSED OUTSIDE OF FINISHED CONCRETE.	
5.12.17. EXCAVATION & TRENCHING INSPECTIONS SHALL BE DOCUMENTED AND INSPECTED DAILY AND RIGHT AFTER A RAIN EVENT.	

LEGEND	
	SURGE ARRESTOR
	METER
	CURRENT TRANSFORMER
	POTENTIAL TRANSFORMER
	MV CIRCUIT BREAKER
	DISCONNECT SWITCH
	SINGLE WINDING POWER TRANSFORMER
	DUAL WINDING POWER TRANSFORMER
	FUSE
	LV CIRCUIT BREAKER
	CONTACTOR
	DC-TO-DC CONVERTER
	AC-TO-DC INVERTER
	PV MODULE
	UTILITY TRANSFER TRIP
	SURGE ARRESTOR
	FUSED DISCONNECT
	MOTOR
	MOTOR RELAY
	DC CABLES ROUTE
	INVERTER SKID
	COMBINER BOX
	GROUND CONDUCTORS
	OVERHEAD CABLES
	LOAD BREAK SWITCH
	FUSE, SIZE AS INDICATED
	CIRCUIT BREAKER
	GROUND
	LIGHTNING ARRESTOR
	GROUP OPERATED AIR BREAK (GOAB)
	LOAD BREAK ELBOWS

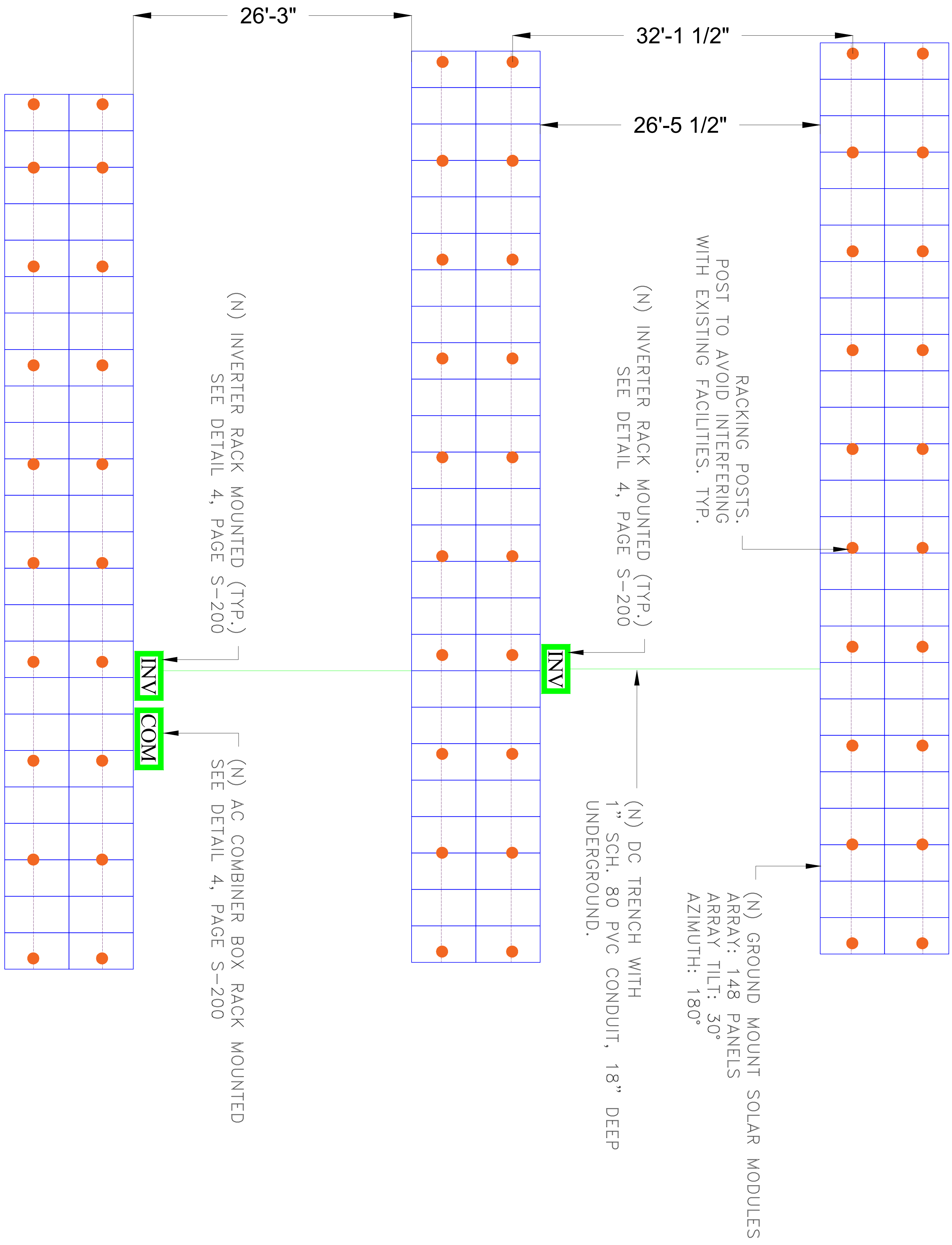




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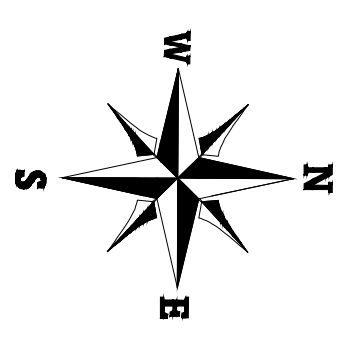
RYDBERG POWER  
SUSTAINABLE ENERGY SOLUTIONS  
WWW.RYDBERGPPOWER.COM  
1349 486 2540  
ROGERJSM@RYDBERGPPOWER.COM



**NOTE:**  
SEPARATE RACEWAYS OR CONDUITS MUST BE USED IF AC AND DC RUNS ARE USING THE SAME TRENCH.

**SYSTEM SUMMARY:**  
MODULE: CANADIAN SOLAR CS3W-440  
MAX STRING SIZE: 18MODS/STRING  
RACKING TABLES CONFIGS & COUNT [8X2, Qty:3], [17X2, Qty:3]

1  
MODULE LAYOUT  
SCALE: 3/16"=1'-0"



REV#	DESCRIPTION	DATE	DWRN	APVD
6.2	I/FP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	8/15/2023	ER	
6.1	I/FP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	7/18/2023	ER	
6.0	I/FP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	5/24/2023	ER	
5.0	I/FP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	1/17/2023	ER	
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1.0	PV SITE PLAN/ SLD DESIGN, ISSUED FOR REVIEW/RFP	11/14/2021	ER	RDSM

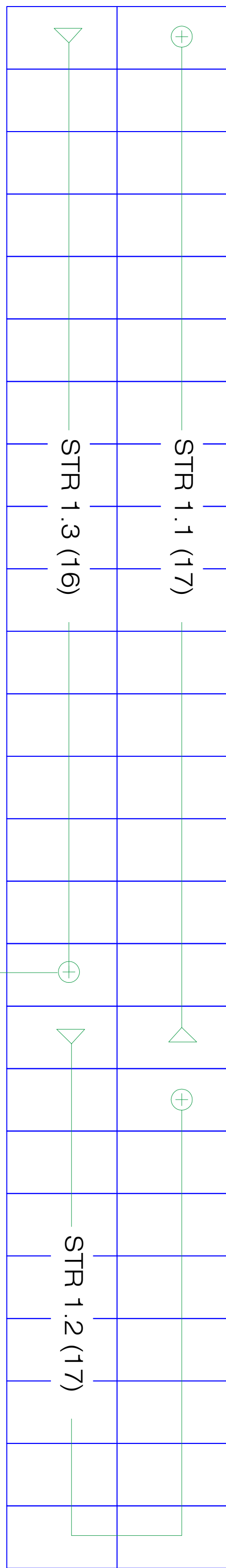
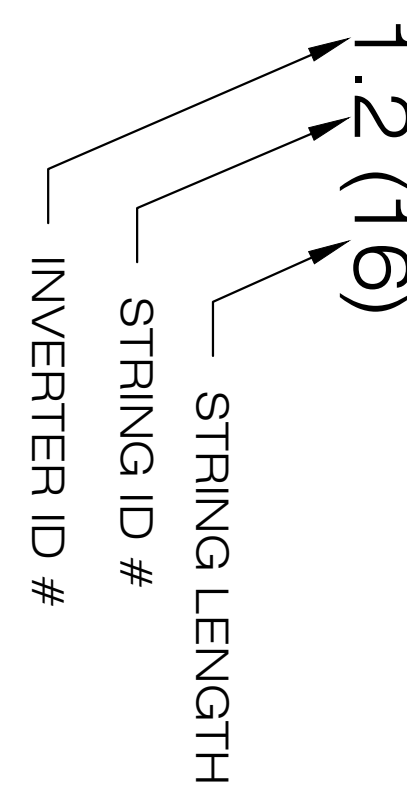
**DYNAMIX FAIRFIELD COUNTY PV SOLAR I/FP ELECTRICAL DESIGN**

**METER(POC)**  
50.0KWAC/65.12KWDC/208Vac@POI

980 LIBERTY DR, LANCASTER, OHIO 43130.

SHEET NO.:  
MODULE LAYOUT  
**C-200**

**STRING LEGEND:**



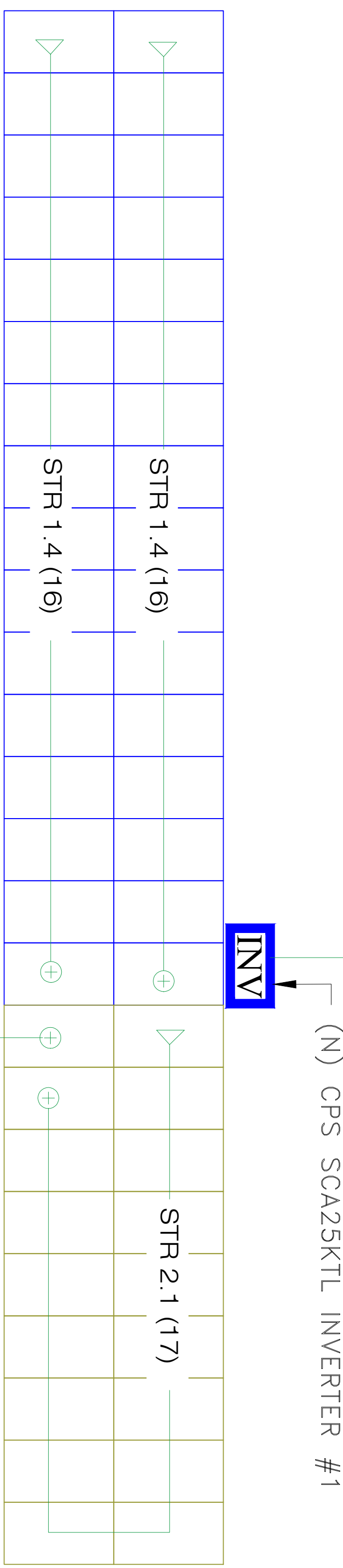
SYSTEM SIZE:— 148 × 440W = 65.12 KWDC

**INVERTER #1**

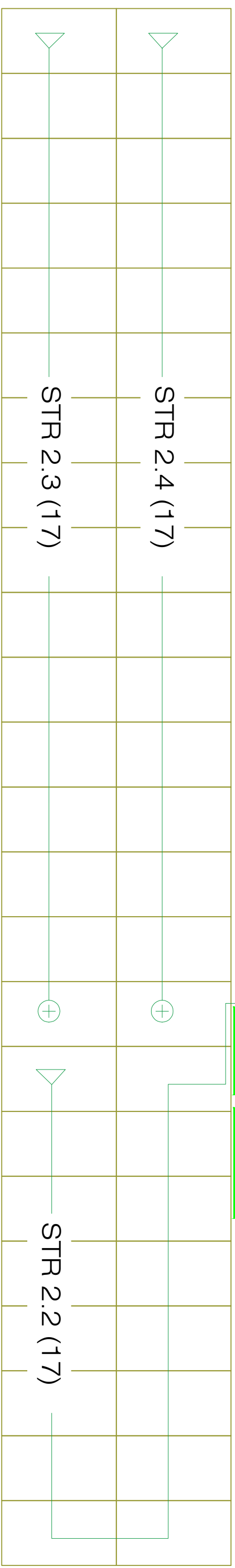
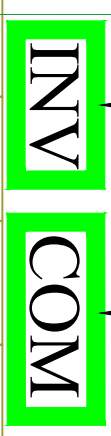
- (82) CANADIAN SOLAR CS3W-440MB-AG MODULE
- (3) STRINGS OF 16 MODULES
- (2) STRINGS OF 17 MODULES

**INVERTER #2**

- (66) CANADIAN SOLAR CS3W-440MB-AG MODULE
- (2) STRINGS OF 17 MODULES
- (2) STRINGS OF 16 MODULES



(N) CPS SCA25KTL INVERTER #2  
 (N) AC COMBINER BOX



**STRING LAYOUT**

C-300 SCALE: 3/16"=1'-0"

**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFP ELECTRICAL DESIGN**

**METER(POC)**  
**50.0KWAC/65.12KWDC/208Vac@POI**

980 LIBERTY DR, LANCASTER, OHIO 43130.

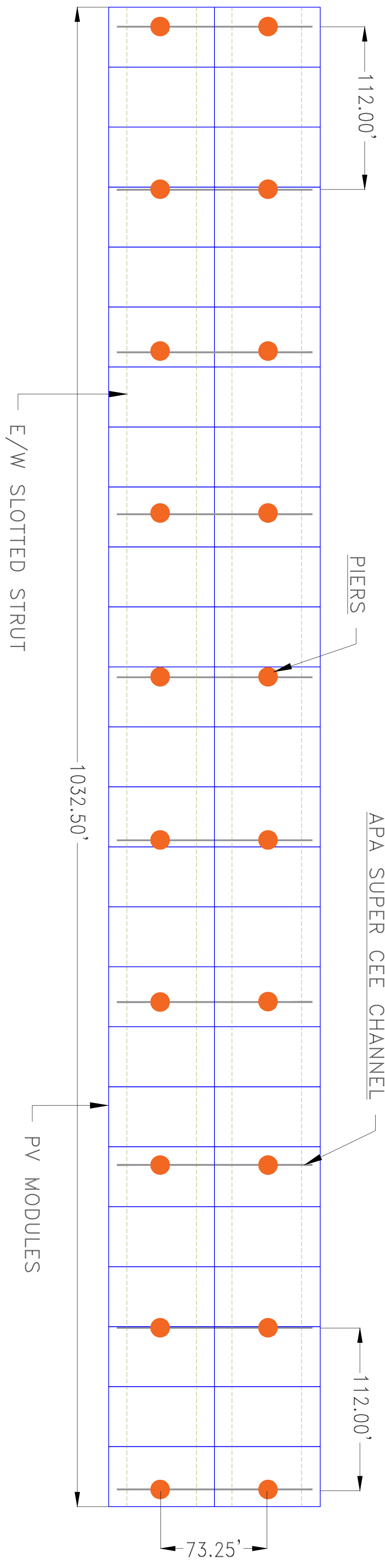
REV#	DESCRIPTION	DATE	DWRN	APVD
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DATE: 11/14/2021  
 DRAWN BY: ER  
 ENGINEER: RDSM  
 APPROVED BY: -

SHEET TITLE:  
**STRING DIAGRAM**

SHEET NO.:

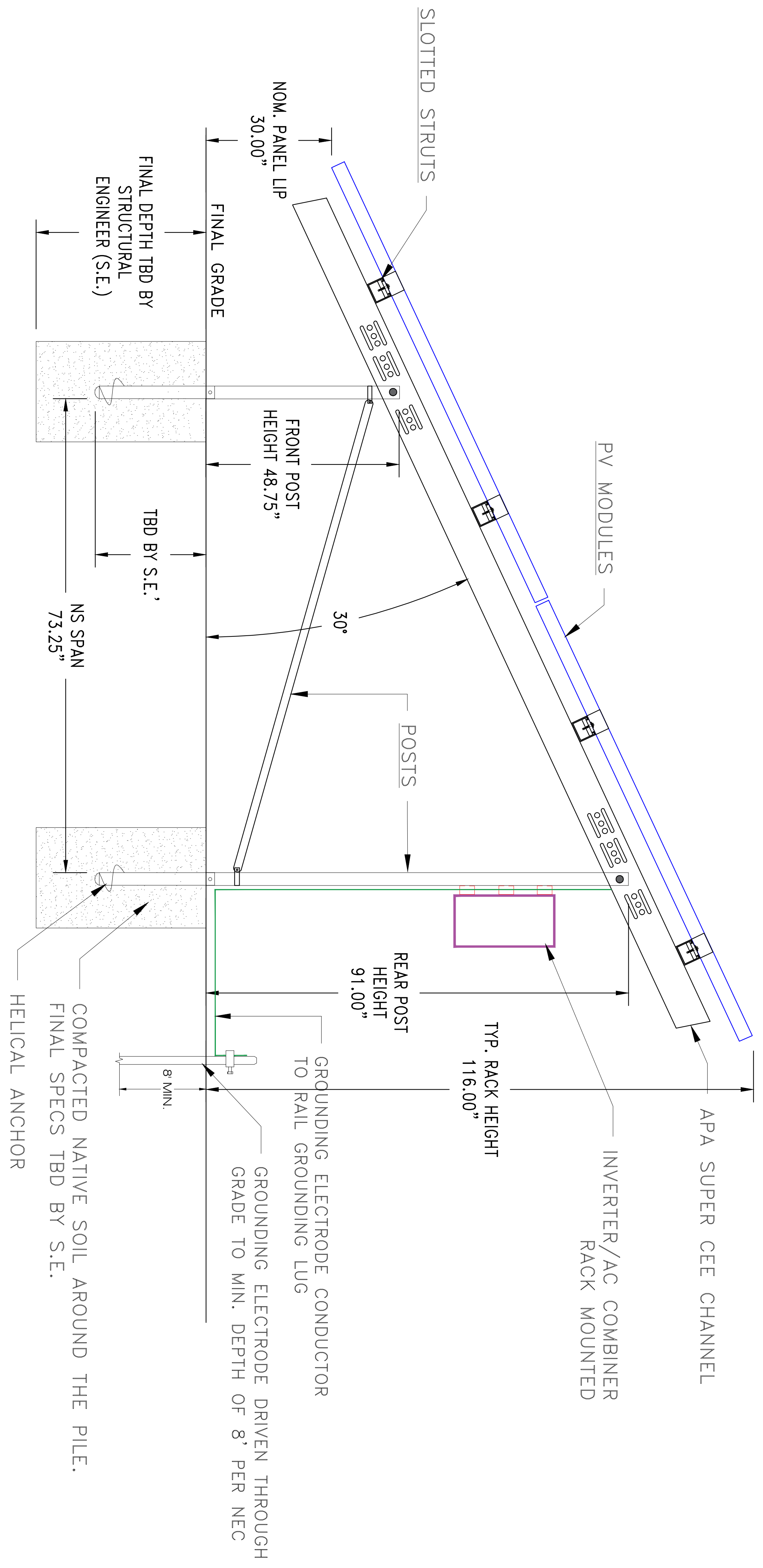
**C-300**



SCALE: 1/4"=1'-0"

# 1 GROUND MOUNT ELEVATION

C-400 SCALE: NTS



REV#	DESCRIPTION	DATE	DWRN	APVD
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**DYNAMIX FAIRFIELD COUNTY PV SOLAR**  
**I/FP ELECTRICAL DESIGN**

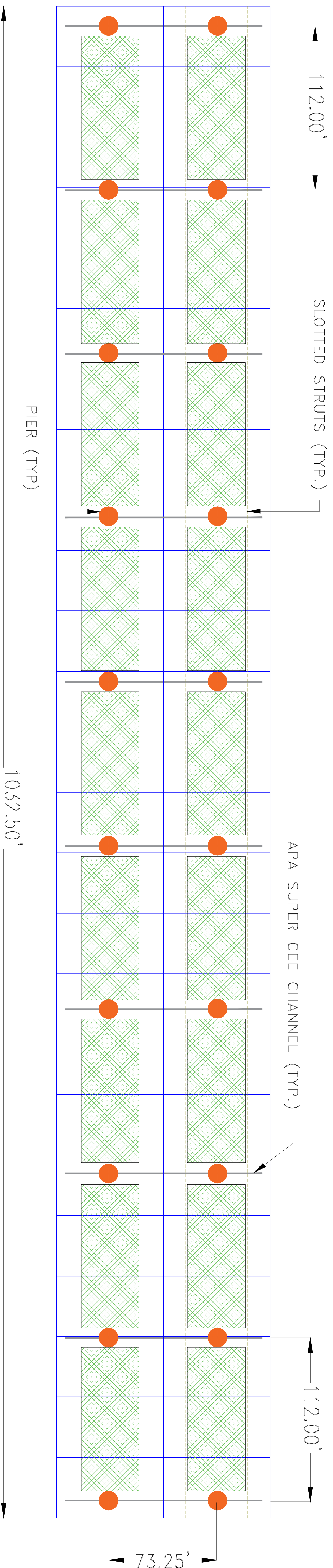
**METER(POC)**  
**50.0KWAC/65.12KWDC/208Vac @POI**

980 LIBERTY DR, LANCASTER, OHIO 43130.

GROUND MOUNT ELEVATION

SHEET NO.:

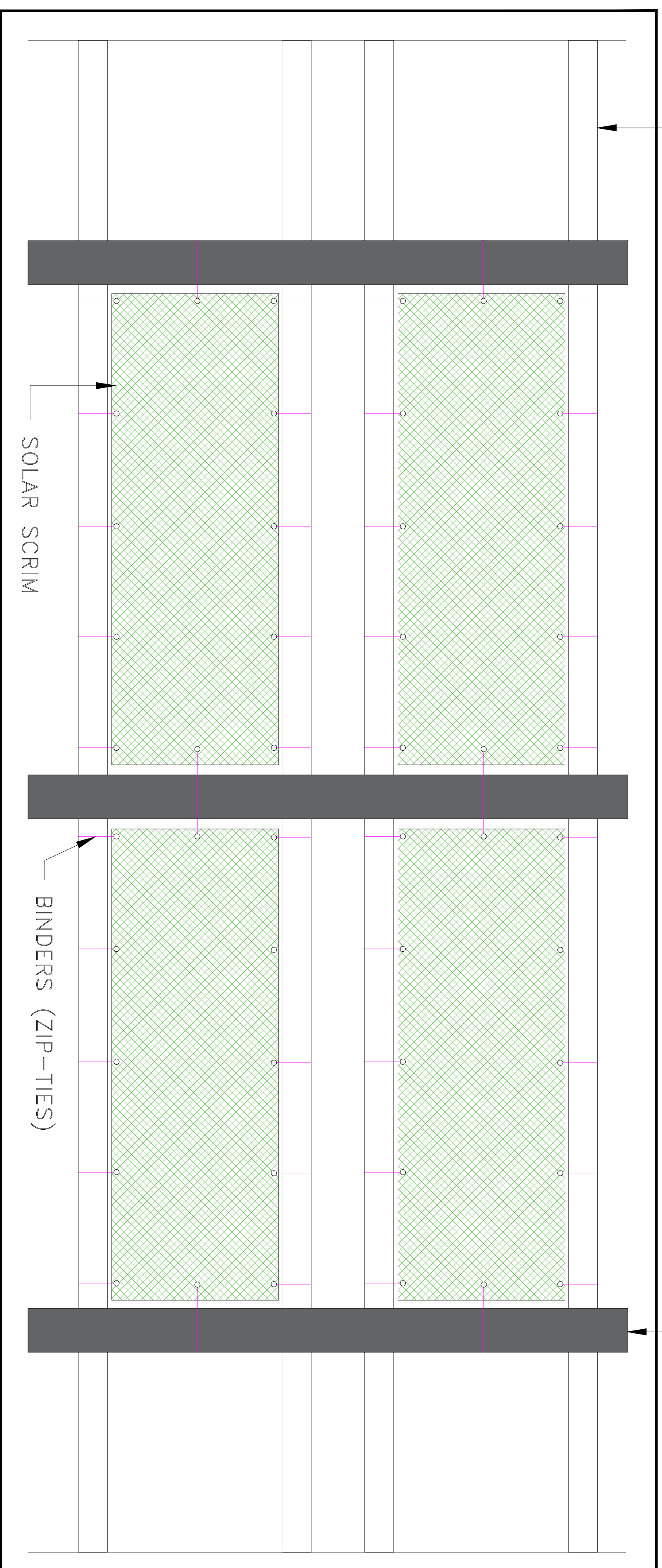
**C-400**



SLOTTED STRUTS

UNDER ARRAY DETAIL: (VIEW OF SOLAR PANEL FROM BELOW)

APA SUPER CEE CHANNEL



**1** SOLAR SCRIM DETAIL

C-500 SCALE: NTS

**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFP ELECTRICAL DESIGN**

**METER(POC)**  
**50.0KWAC/65.12KWDC/208Vac@POI**

980 LIBERTY DR, LANCASTER, OHIO 43130.

REV#	DESCRIPTION	DATE	DWRN	APVD
6.2	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	8/15/2023	ER	
6.1	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	7/18/2023	ER	
6.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	5/24/2023	ER	
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4.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	12/13/2022	ER	
3.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/18/2021	ER	RDSM
2.0	IFP ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/18/2021	ER	
1.0	PV SITE PLAN/ SLD DESIGN, ISSUED FOR REVIEW/RFP	11/14/2021	ER	

DATE: 11/14/2021  
DRAWN BY: ER  
ENGINEER: RDSM  
APPROVED BY: -  
SHEET TITLE:

SOLAR SCRIM DETAIL

SHEET NO.:

**C-500**



**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFP ELECTRICAL DESIGN**

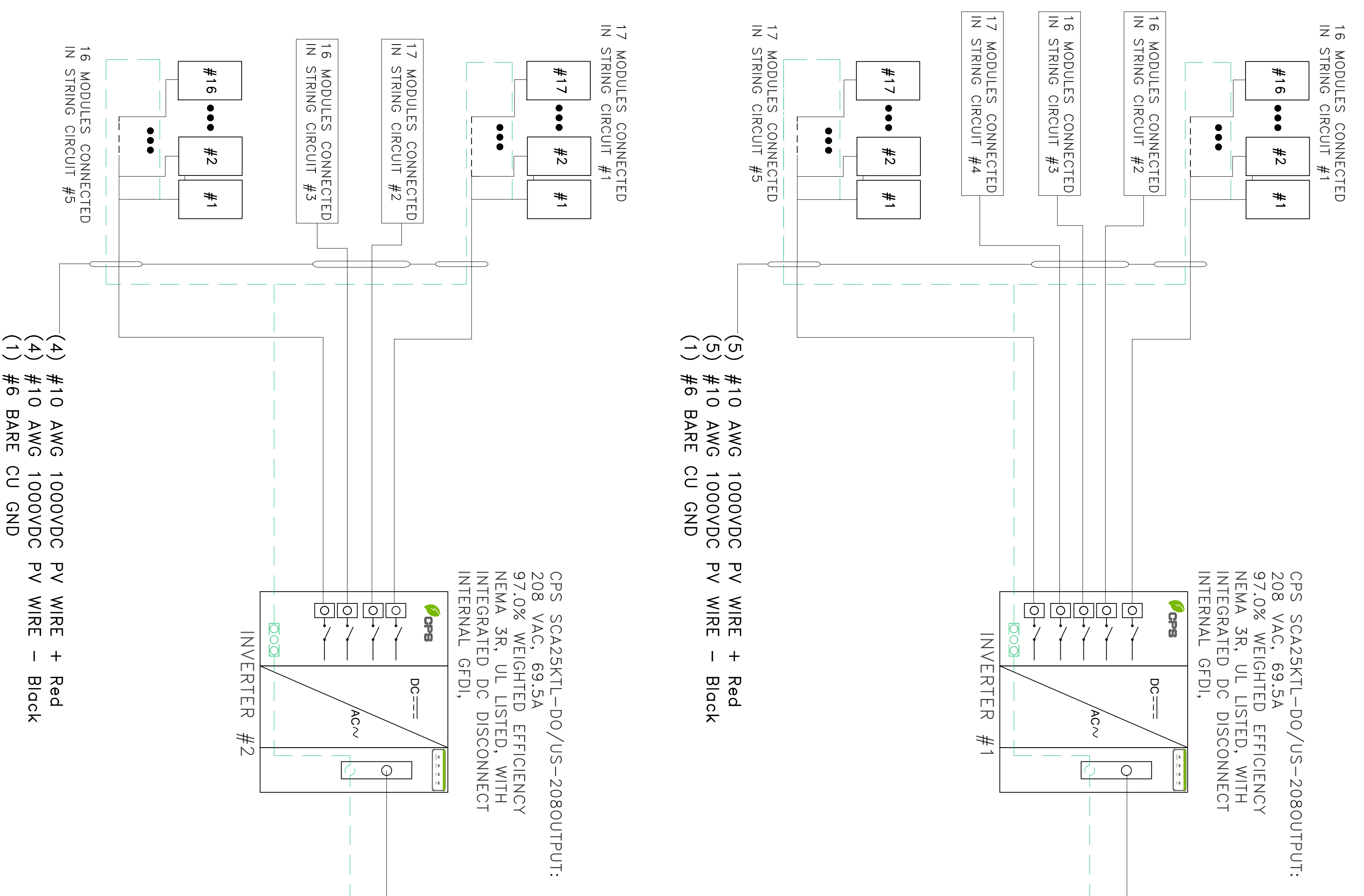
**METER(POC)**  
50.0KWAC/65.12KWDC/208V<sub>ac</sub>@POI

980 LIBERTY DR, LANCASTER, OHIO 43130.

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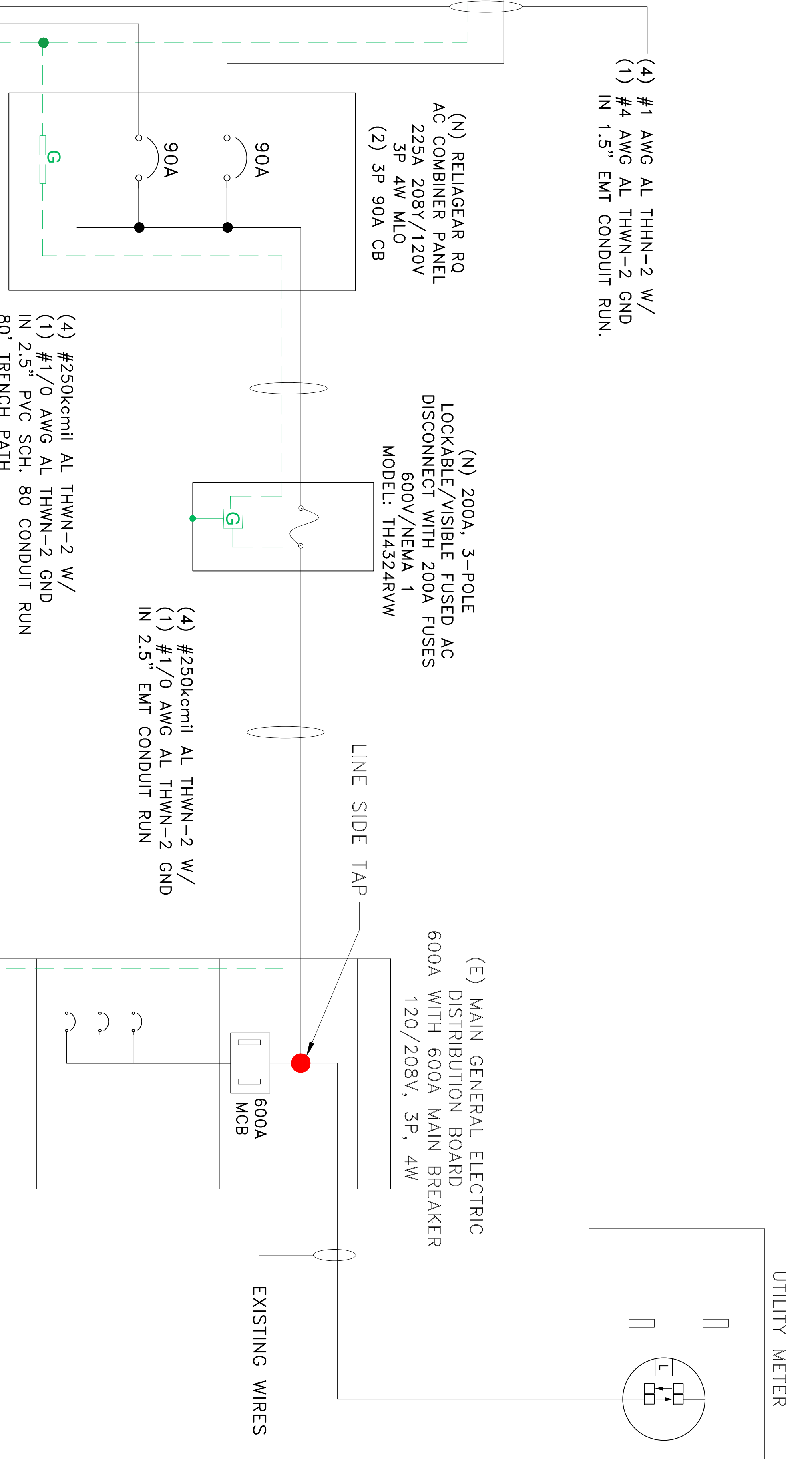
DATE: 11/14/2021  
DRAWN BY: ER  
ENGINEER: RDSM  
APPROVED BY: -

SHEET TITLE:  
ELECTRICAL SINGLE LINE DIAGRAM  
SHEET NO.:



CPS SCA25KTL-D0/US-2080UTPUT:  
208 VAC, 69.5A  
97.0% WEIGHTED EFFICIENCY  
NEMA 3R, UL LISTED, WITH  
INTEGRATED DC DISCONNECT  
INTERNAL GFDI,

CPS SCA25KTL-D0/US-2080UTPUT:  
208 VAC, 69.5A  
97.0% WEIGHTED EFFICIENCY  
NEMA 3R, UL LISTED, WITH  
INTEGRATED DC DISCONNECT  
INTERNAL GFDI,



**SYSTEM SUMMARY**

DESIGN TEMPERATURES	
HIGH TEMP (2%)	32°C
EXTREME MIN	-21°C
INVERTER	
MANUFACTURER:	CHINT POWER SYSTEM
INVERTER TYPE:	CPS SCA25KTL-D0/US-208(208V)
MAX. CONTI. OUTPUT CURRENT	69.5A <sub>ac</sub>
DC OPERATING RANGE	200-950Vdc
QUANTITY/TOTAL:	2
MODULE	
MANUFACTURER:	CANADIAN SOLAR
MODULE MODEL:	CS3W-440MB-AG (440W)
MODULE OUTPUT:	440W @STC
MODULE COUNT:	148
STRING COUNT:	9
DC SYSTEM OUTPUT	65.12KWDC
RACKING	
MANUFACTURER:	APA SOLAR RACKING
RACKING TYPE:	FIXED-TILT READYRACK SYSTEM
PITCH	30° FIXED TILT
AZIMUTH:	180°

**1 SINGLE LINE DIAGRAM**

SCALE: NTS  
E-100

SOLAR MODULE SPECIFICATIONS

MANUFACTURER / MODEL #	CANADIAN SOLAR-CS3W-440MB-AG MODULES
VMP	40.7V
IMP	10.82A
VOC	48.7V
JSC	11.48A
MODULE DIMENSION	83.9" L x 41.3"W x 1.2"D (In Inch)

INVERTERS SPECIFICATIONS

MANUFACTURER / MODEL #	CHINT POWER SYSTEMS SCA25KTL-DO/US-208 INVERTER
NOMINAL AC POWER	25KW
NOMINAL OUTPUT VOLTAGE	208 VAC
NOMINAL OUTPUT CURRENT	69.5A

DC CONDUCTOR AMPACITY CALCULATIONS:  
J-BOX TO INVERTER:

EXPECTED WIRE TEMP (In Celsius)	36°
TEMP. CORRECTION PER TABLE (310.16)	.82
NO. OF CURRENT CARRYING CONDUCTORS	10
CONDUIT FILL CORRECTION PER NEC 310.15(B)(2)(d)	0.5
CIRCUIT CONDUCTOR SIZE	10 AWG
CIRCUIT CONDUCTOR AMPACITY	40A
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(A&B) 1.25 X lsc	14.35A
DERATED AMPACITY OF CIRCUIT CONDUCTORS PER NEC TABLE 310.16: TEMP CORR. PER NEC 310.16 X CONDUIT FILL CORR. PER NEC 310.15(B)(2)(d) X CIRCUIT CONDUCTOR AMPACITY =	16.4A

Result should be greater than (17.94A) otherwise less the entry for circuit conductor size and ampacity

INVERTER #1 & #2 TO AC COMBINER PANEL:

EXPECTED WIRE TEMP (C):	32°
TEMP CORRECTION PER NEC TABLE 310.16:	.91
CIRCUIT CONDUCTOR SIZE	1 AWG
CIRCUIT CONDUCTOR AMPACITY	100A
NO. OF CURRENT CARRYING CONDUCTORS	3
CONDUIT FILL PER NEC 310.15(B)(2)(d):	1.0
REQUIRED CIRCUIT CONDUCTOR AMPACITY PER NEC 690.8(B): 1.25 X MAX INVERTER OUTPUT CURRENT = 1.25 X 69.5A	86.9A
DERATED AMPACITY OF CIRCUIT CONDUCTORS PER NEC TABLE 310.16: TEMP CORR. PER NEC 310.16 X CONDUIT FILL CORR. PER NEC 310.15(B)(2)(d) X CIRCUIT CONDUCTOR AMPACITY =	91.0A

Result should be greater than (86.9A) otherwise less the entry for circuit conductor size and ampacity

AC COMBINER TO AC DISCONNECT:

EXPECTED WIRE TEMP (C):	32°
TEMP CORRECTION PER NEC TABLE 310.16:	.91
CIRCUIT CONDUCTOR SIZE	250KCM AL
CIRCUIT CONDUCTOR AMPACITY	205A
NO. OF CURRENT CARRYING CONDUCTORS	3
CONDUIT FILL PER NEC 310.15(B)(2)(d):	1.0
2 INVERTERS AMPACITY: [(1.25X69.5)X2]	173.8A
DERATED AMPACITY OF CIRCUIT CONDUCTORS PER NEC TABLE 310.16: TEMP CORR. PER NEC 310.16 X CONDUIT FILL CORR. PER NEC 310.15(B)(2)(d) X CIRCUIT CONDUCTOR AMPACITY =	186.6A

Result should be greater than (173.8A) otherwise less the entry for circuit conductor size and ampacity

AC DISCONNECT TO MAIN SERVICE PANEL:

EXPECTED WIRE TEMP (C):	32°
TEMP CORRECTION PER NEC TABLE 310.16:	.91
CIRCUIT CONDUCTOR SIZE	250KCM AL
CIRCUIT CONDUCTOR AMPACITY	205A
NO. OF CURRENT CARRYING CONDUCTORS	3
CONDUIT FILL PER NEC 310.15(B)(2)(d):	1.0
2 INVERTERS AMPACITY: [(1.25X69.5)X2]	173.8A
DERATED AMPACITY OF CIRCUIT CONDUCTORS PER NEC TABLE 310.16: TEMP CORR. PER NEC 310.16 X CONDUIT FILL CORR. PER NEC 310.15(B)(2)(d) X CIRCUIT CONDUCTOR AMPACITY =	186.6A

Result should be greater than (173.8A) otherwise less the entry for circuit conductor size and ampacity

AMBIENT TEMPERATURE SPECS

RECORD LOW TEMP	-21°
AMBIENT TEMP (HIGH TEMP 2%)	32°
CONDUIT HEIGHT	0.5"
ROOF TOP TEMP	57°
CONDUCTOR TEMPERATURE RATE	75°
MODULE TEMPERATURE COEFFICIENT OF Voc CANADIAN SOLAR CS3W-440MB-AG MODULES	-0.27%/°C

PERCENT OF VALUES	NUMBER OF CURRENT CARRYING CONDUCTORS IN EMT
.80	4-6
.70	7-9
.50	10-20



WWW.LIGHTEDEISON.COM  
ONE@LIGHTEDEISON.COM  
307-480-0879



ECO ENGINEERING  
11815 HIGHWAY 1090C, SUITE 600  
CINCINNATI, OH 45241  
WWW.ECOENGINEERING.COM  
CONTACT: (513) 985-8300



WWW.RYDBERGPOWER.COM  
1 848 486 2540  
ROGER.DSM@RYDBERGPOWER.COM

**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFP ELECTRICAL DESIGN**

**METER(POC)**  
**50.0KWAC/65.12KWDC/208Vac @POI**

980 LIBERTY DR, LANCASTER, OHIO 43130.

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DATE:	11/14/2021
DRAWN BY:ER	
ENGINEER: RDSM	
APPROVED BY:	-
SHEET TITLE:	

ELECTRICAL CALCULATION



ECO ENGINEERING  
 11815 HIGHWAY DRB, SUITE 600  
 CINCINNATI, OH 45241  
 WWW.ECOENGINEERING.COM  
 CONTACT: (513) 985-8300



ENGINEERING & DESIGN  
 RYDBERG POWER  
 RENEWABLE ENERGY SOLUTIONS EXPERTS  
 WWW.RYDBERGPPOWER.COM  
 1349 486 2540  
 ROGERJSM@RYDBERGPPOWER.COM

E. E. EDR PE-STAMP

**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFP ELECTRICAL DESIGN**

**METER(POC)**  
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DATE: 11/14/2021  
 DRAWN BY: ER  
 ENGINEER: RDSM  
 APPROVED BY: -

SHEET TITLE:  
**LABELS & MARKINGS**

SHEET NO.:  
**E-300**

**PHOTOVOLTAIC POINT OF INTERCONNECTION**  
 WARNING: ELECTRIC SHOCK HAZARD DO NOT TOUCH TERMINALS TERMINALS ON BOTH THE LINE AND LOAD SIDE MAY BE ENERGIZED IN THE OPEN POSITION FOR SERVICE DE-ENERGIZE BOTH SOURCE AND MAIN BREAKER BY POWER SOURCE.  
 MAXIMUM RATED AC OUTPUT CURRENT: 139A AMPS  
 MAXIMUM OPERATING AC VOLTAGE: 208V VOLTS

SIGNAGE LOCATIONS:  
 • MAIN SERVICE PANEL  
 • INDOOR/OUTDOOR LOAD CENTER

**PV SOLAR BREAKER**  
 DO NOT RELOCATE THIS OVERCURRENT DEVICE

SIGNAGE LOCATIONS:  
 • MAIN SERVICE PANEL  
 • NEW INDOOR/OUTDOOR LOAD CENTER  
 • INDOOR/OUTDOOR SUB PANEL

**PHOTOVOLTAIC SYSTEM COMBINER**  
 PANEL: DO NOT ADD LOADS

SIGNAGE LOCATIONS:  
 • NEW INDOOR/OUTDOOR LOAD CENTER

**WARNING-**  
 INVERTER OUTPUT CONNECTION DO NOT RELOCATE THIS OVERCURRENT DEVICE

SIGNAGE LOCATIONS:  
 • MAIN SERVICE PANEL

**WARNING**

POWER TO THIS BUILDING IS ALSO SUPPLIED BY THE PHOTOVOLTAIC SOLAR SYSTEM DO NOT TOUCH TERMINALS PLACED ON MAIN PANEL

**WARNING:**

DUAL POWER SOURCES SECOND SOURCE IS PHOTOVOLTAIC SYSTEM RATED AC OUTPUT CURRENT: 139A AC NOMINAL OPERATING VOLTAGE: 208V

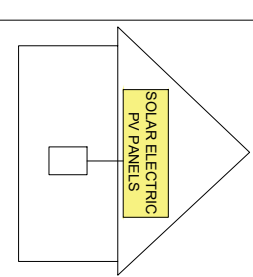
SIGNAGE LOCATIONS:  
 • MAIN SERVICE PANEL

**CAUTION: SOLAR CIRCUIT**

SIGNAGE LOCATIONS:  
 • PLACARD REQUIRED EVERY 10' OF CONDUIT AND AT EVERY BEND

**SOLAR PV SYSTEM EQUIPPED WITH RAPID SHUTDOWN**

TURN RAPID SHUTDOWN SWITCH TO THE "OFF" POSITION TO SHUT DOWN THE PV SYSTEM AND REDUCE SHOCK HAZARD IN THE ARRAY



PLACED ON INVERTER

**WARNING**

THIS EQUIPMENT FED BY MULTIPLE SOURCES. TOTAL RATING OF ALL OVERCURRENT DEVICES EXCLUDING MAIN SUPPLY OVERCURRENT DEVICE SHALL NOT EXCEED AMPACITY OF BUSBAR. PLACED ON MAIN PANEL

**PV SYSTEM DISCONNECT**

CEC690.13.(B)  
 WHITE LETTERS WHITE RED BACKGROUND.

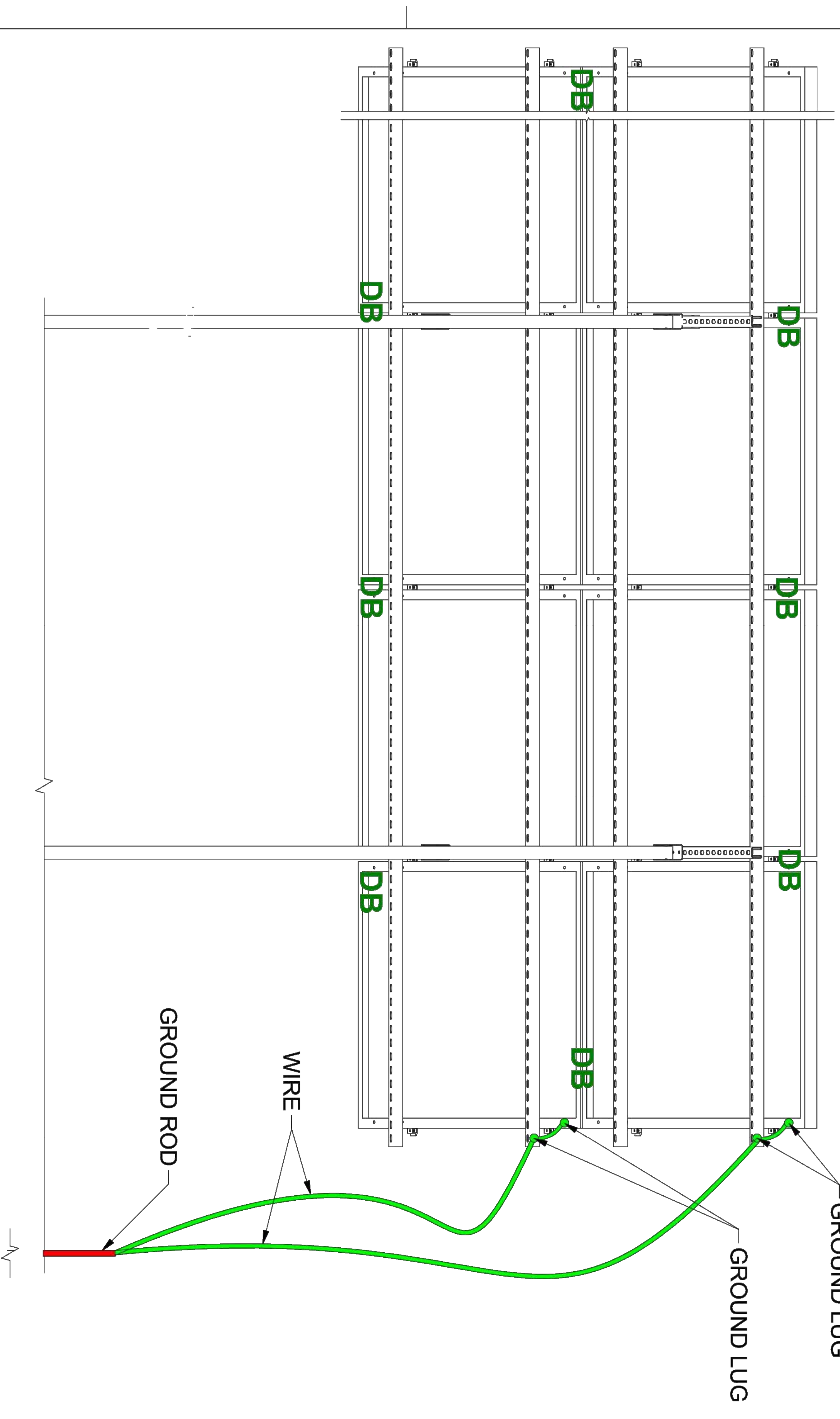
**AC COMBINER**  
 RATED AC OUTPUT CURRENT: 139A  
 AC NORMAL OPERATING VOLTAGE: 208V

SIGNAGE LOCATIONS:  
 • INDOOR/OUTDOOR LOAD CENTER

**SIGNAGE NOTES**

- 1.MATERIAL USED FOR THE SIGNAGE SHALL BE REFLECTIVE,WEATHER RESISTANT AND SUITABLE FOR THE ENVIRONMENT.
- 2.ALL SIGNAGE SHALL HAVE ALL CAPITAL LETTERS WITH MINIMUM 3/8" LETTER HEIGHT,WHITE ON RED BACKGROUND.
- 3.MAIN SERVICE DISCONNECT MARKING SHALL BE PLACED ADJACENT TO MAIN SERVICE DISCONNECT IN A LOCATION CLEARLY VISIBLE FROM THE LOCATION WHERE THE LEVER IS OPERATED.
- 4.MARKING IS REQUIRED ON ALL INTERIOR AND EXTERIOR DC CONDUIT, RACEWAYS,ENCLOSURES,CABLE ASSEMBLIES,AND JUNCTION BOXES TO ALERT THE FIRE SERVICE TO AVOID CUTTING THEM.MARKING SHALL BE PLACED EVERY 10',AT TURNS AND ABOVE AND/OR BELOW PENETRATIONS, AND AT ALL DC COMBINER AND JUNCTION BOXES.
- 5.DO NOT US SCREWS FOR SIGNAGE ATTACHMENT. USE ONLY APPROVED ADHESIVE.

# DYNOBOND TYPICAL GROUNDING BONDING



**DB** = (TYP) DynoBond Location

Typical/Minimum Grounding  
3/05/14

**DYNAMIX FAIRFIELD  
COUNTY PV SOLAR  
IFP ELECTRICAL DESIGN**

**METER(POC)**  
**50.0KWAC/65.12KWDC/208Vac @POI**

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DATE: 11/14/2021  
DRAWN BY: ER  
ENGINEER: RDSM  
APPROVED BY: -

SHEET TITLE:  
GROUNDING  
DETAILS  
SHEET 1

SHEET NO.:

**F-100**

**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFP ELECTRICAL DESIGN**

**METER(POC)**  
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MISCELLANEOUS DETAILS

SHEET TITLE:

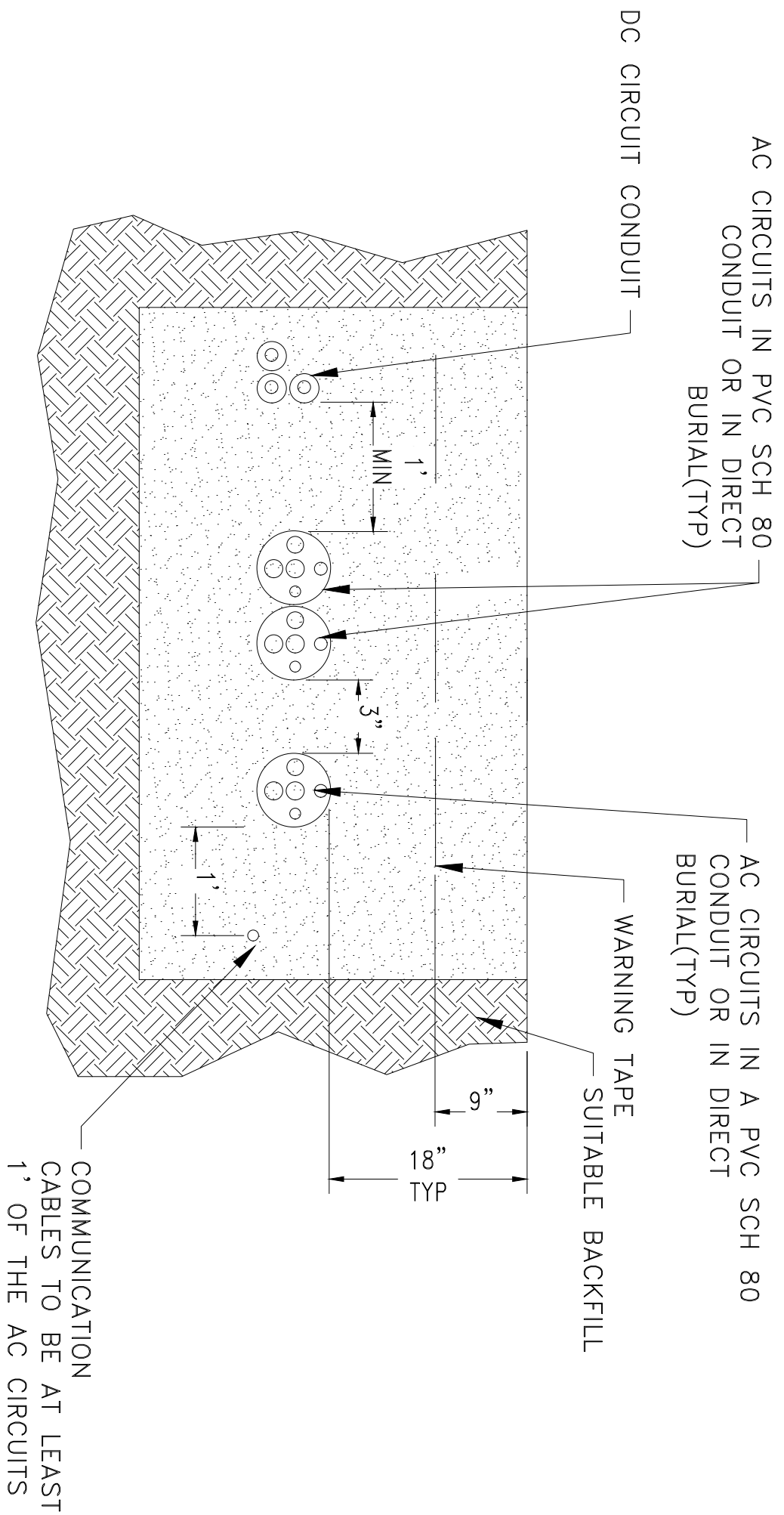
ENGINEER: RDSM  
APPROVED BY: -

DATE: 11/14/2021

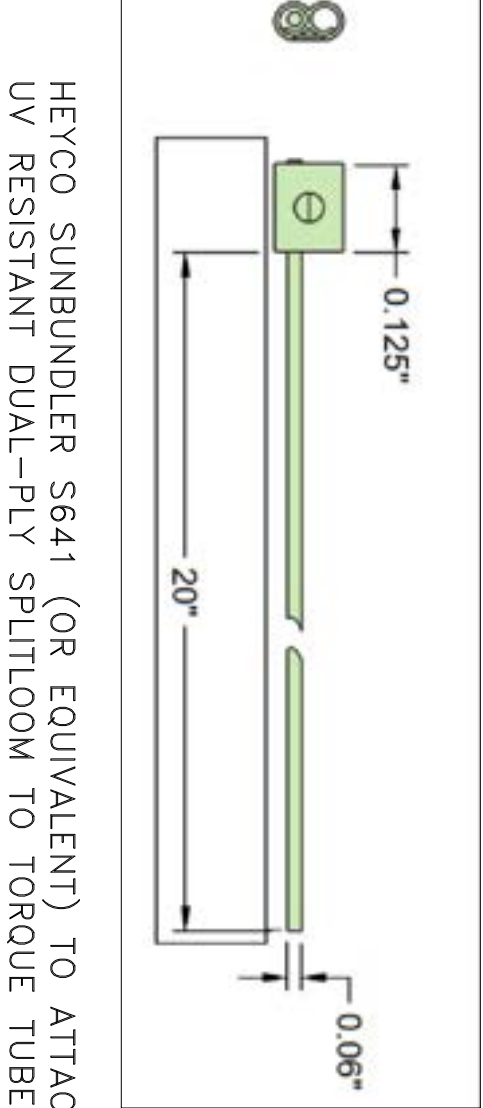
DRAWN BY: ER

SHEET NO.:

**S-100**



**1** AC CIRCUITS TRENCHING DETAILS  
SCALE: NTS

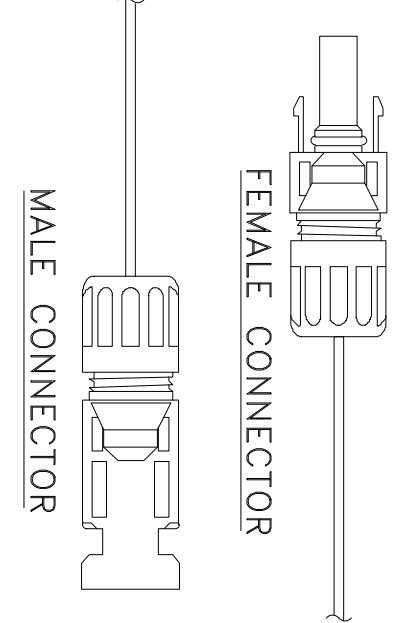


**3** STAINLESS STEEL CABLE TIE  
SCALE: NTS

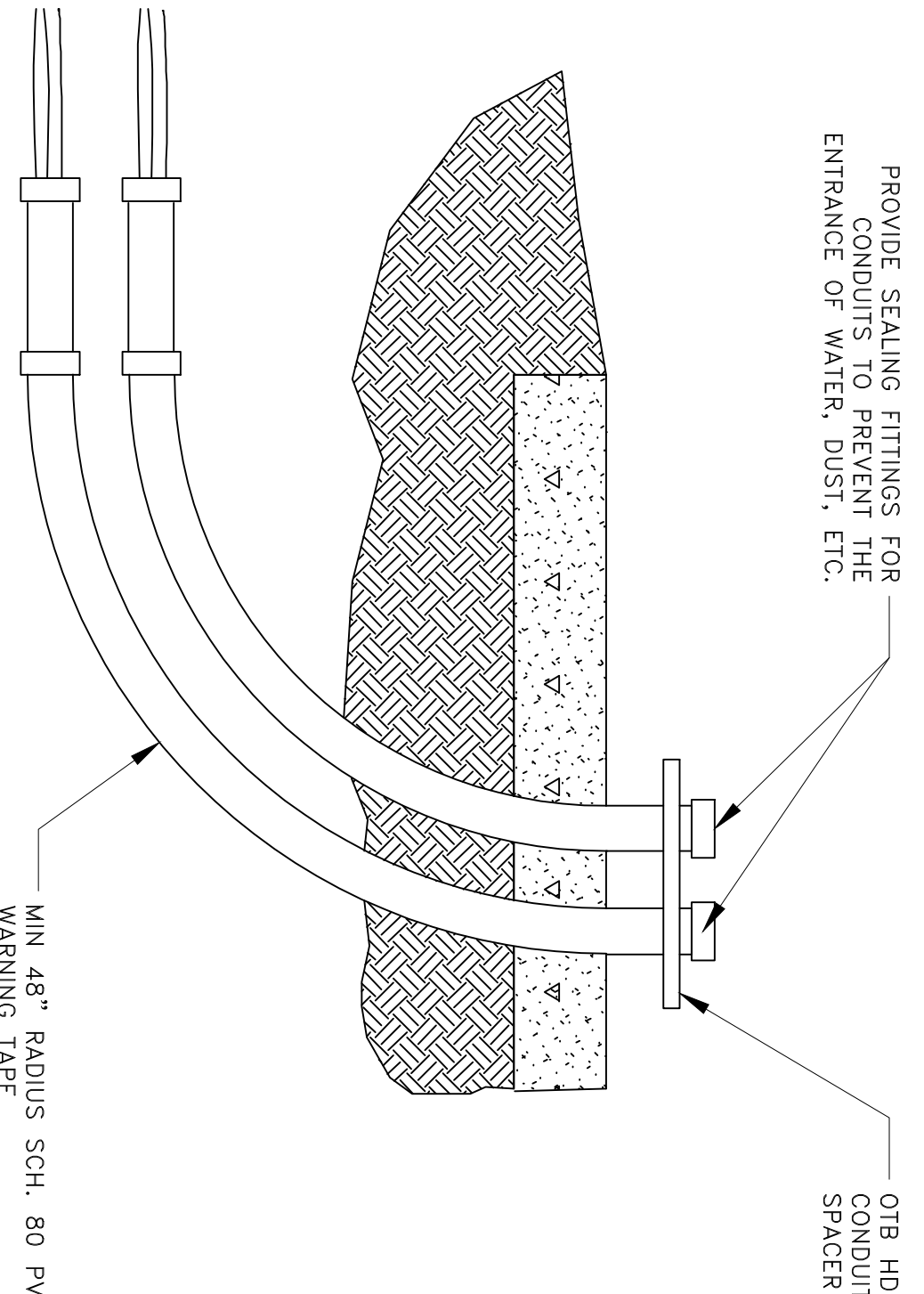
- NOTES:
1. COMMUNICATION CIRCUITS SHALL BE AT LEAST 1' FROM AC CIRCUITS
  2. BACKFILL TO BE FREE FROM ANY ROCKS OR OTHER DELETERIOUS OBJECTS THAT ARE 2" IN DIAMETER OR GREATER.
  3. NO CONDUCTOR OF DIFFERENT CIRCUITS SHALL BE WITHIN LESS THAN 3" OF EACH OTHER
  4. SETS OF CONDUCTORS IN PARALLEL SETS (SAME CIRCUIT) SHALL BE PLACED RIGHT NEXT TO EACH OTHER.
  5. THE TRENCHES MAY BE AS DEEP AND AS WIDE AS NEEDED
  6. ELECTRICIANS TO PROVIDE MATCHING FITTINGS AND EXPANSION COUPLINGS BY THE SAME MANUFACTURER AS THE CONDUIT
  7. ALL CONDUCTORS SHALL BE IN PVC SCH 80 CONDUIT AND BURIED AT A MINIMUM OF 18"
  8. NO CONDUCTOR OF DIFFERENT CIRCUITS SHALL BE WITHIN LESS THAN 7.5" OF EACH OTHER.
  9. SETS OF CONDUCTORS IN PARALLEL SETS (SAME CIRCUIT) SHALL BE PLACED RIGHT NEXT TO EACH OTHER
  10. BACKFILL TO BE FREE FROM ANY ROCKS OR OTHER DELETERIOUS OBJECTS THAT ARE 2" IN DIAMETER OR GREATER
  11. ELECTRICIANS TO PROVIDE MATCHING FITTINGS AND EXPANSION COUPLINGS BY THE SAME MANUFACTURER AS THE CONDUIT

DETAIL NOTES:

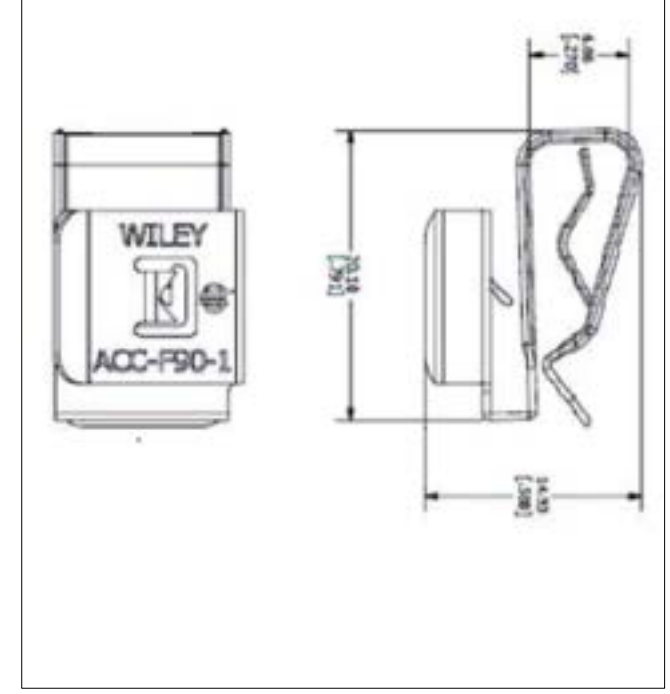
1. FIELD INSTALLED CONNECTORS MUST MATCH MODULE CONNECTORS BY MAKE AND MODEL NUMBER EXACTLY.



**4** CONNECTOR DETAILS  
SCALE: NTS



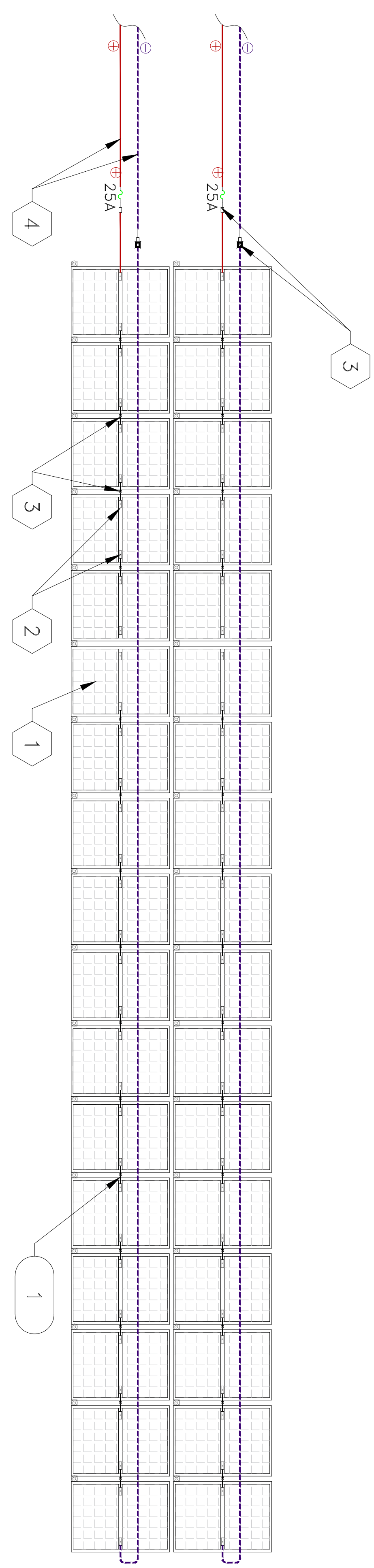
**2** CABLE ENTRY TO EQUIPMENT DETAILS  
SCALE: NTS



SHEET NOTES

1. CONTRACTOR TO SUBMIT WIRE MANAGEMENT MOCK UP AND RECEIVE OWNER APPROVAL PRIOR TO INSTALLATION.

**5** ACME CABLE CLIP OR EQUIVALENT  
SCALE: NTS



- NOTE
- 1. PV MODULES
  - 2. MODULE JUNCTION BOX
  - 3. PV MODULE LEADS CONNECTORS
  - 4. PV SOURCE CIRCUITS (PV HOMERUNS)
  - 5. PV SOURCE CIRCUITS (LEADS)

**7** MODULE WIRING DETAILS  
SCALE: NTS

**DYNAMIX FAIRFIELD  
 COUNTY PV SOLAR  
 IFP ELECTRICAL DESIGN**

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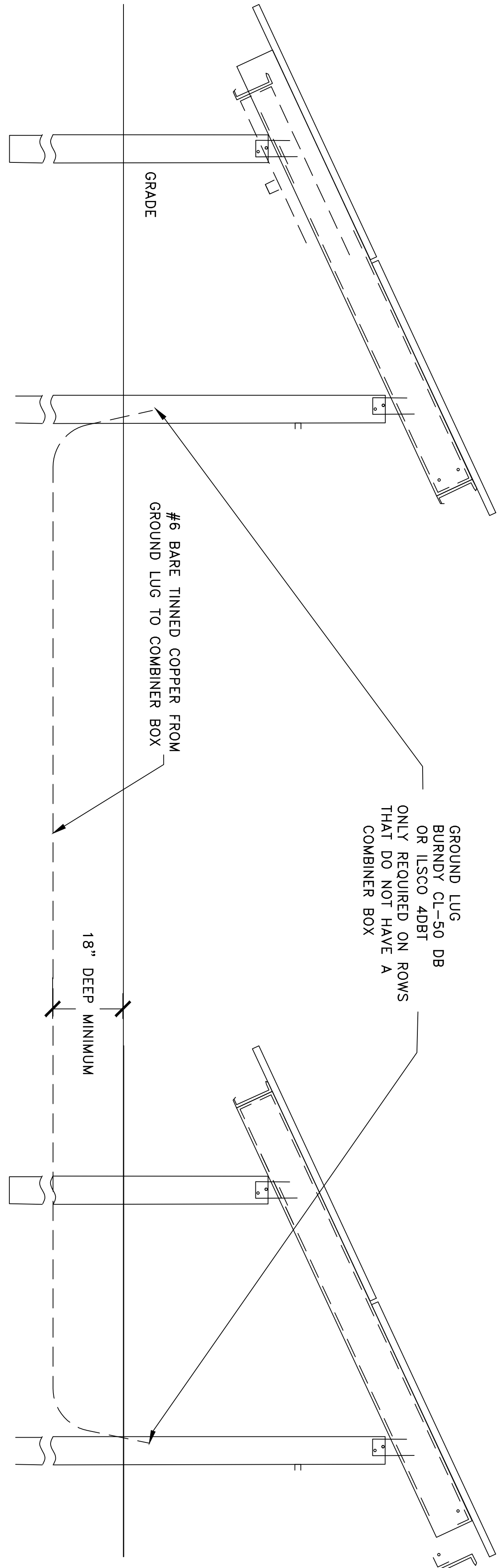
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DATE: 11/14/2021  
 DRAWN BY: ER  
 ENGINEER: RDSM  
 APPROVED BY: -

SHEET TITLE:  
 EQUIPMENT  
 RACKING

SHEET NO.:  
**S-200**

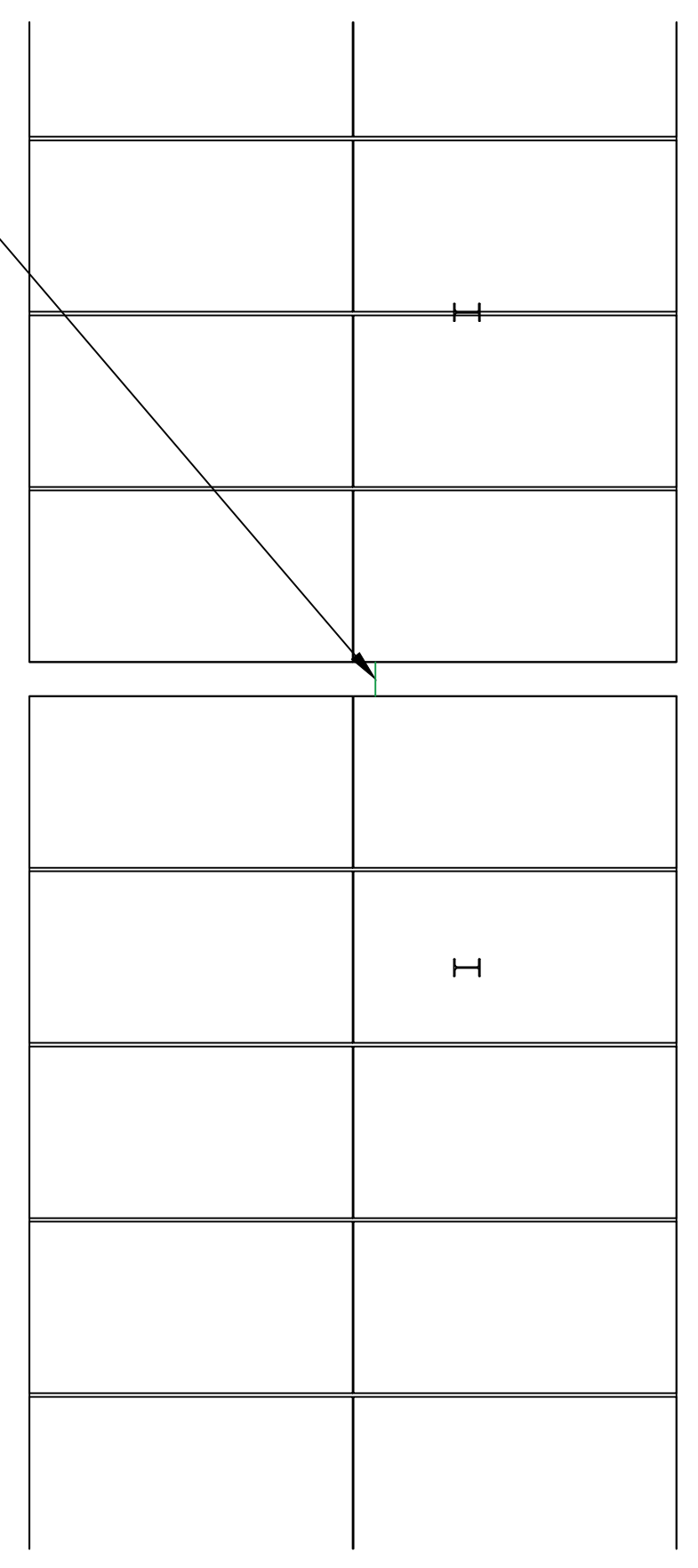


**1 RACKING TO RACKING GROUNDING**

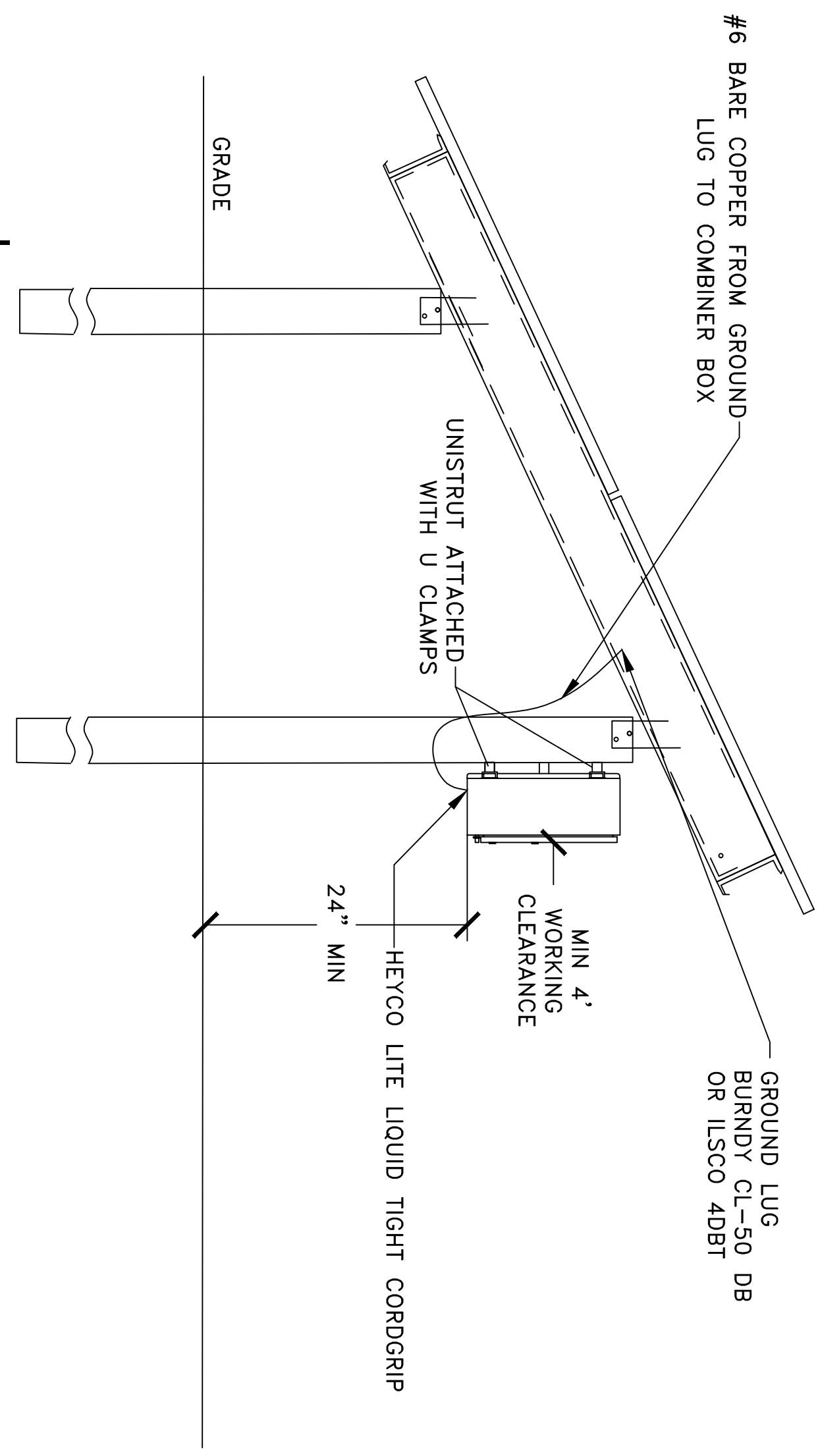
S-200

**2 MODULE TO MODULE GROUNDING**

S-200

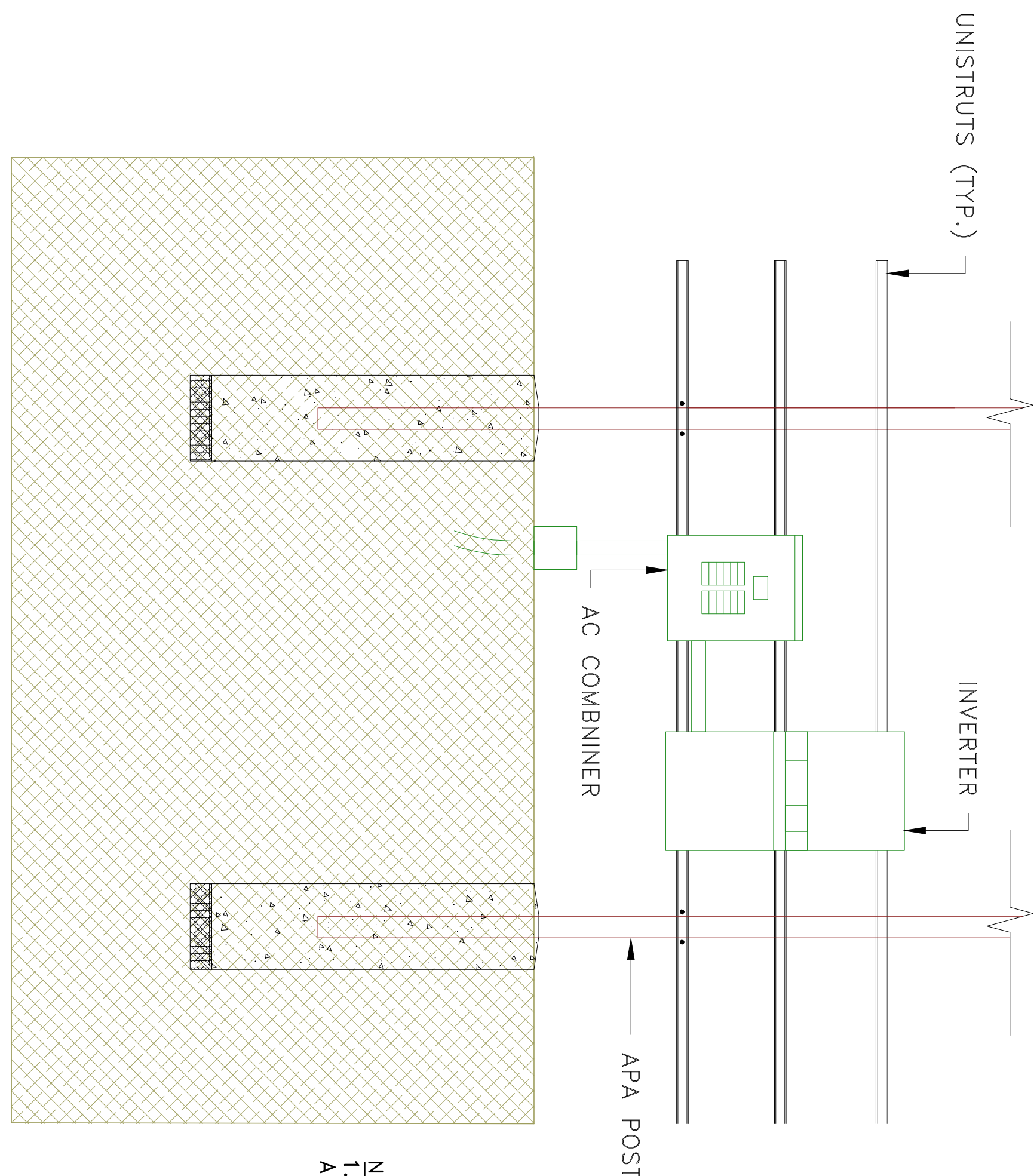


- NOTES:
1. RACKING MOUNTING SHALL COMPLY WITH THE UL 2703
  2. STANDARD MODULES ARE BONDED TO THE PURLIN ON THE FLEXRACK RACKING SYSTEM VIA A DIRECT BOND CONNECTION. BONDING PATH CONTINUES FROM PURLIN TO COMBINER BOX



**3 RACKING TO INVERTER GROUNDING**

S-200



- NOTES:
1. SITE SPECIFIC RACKING TO BE REVIEWED AND APPROVED BY RACKING MANUFACTURER

**4 GENERIC INVERTER/COMBINER RACKING**

S-200









**720 Mill Park Drive  
Lancaster, OH 43130**

**INVOICE: 12533**

Invoice Date: 07/14/2023  
 Terms: NET 30  
 Due Date: 08/13/2023  
 Amount Due: \$ 500.00

ECO ENGINEERING  
 11815 HIGHWAY DR STE 600  
 CINCINNATI OH 45241

Account: 2005498  
 Description: Interconnection fee  
 Instructions:  
 Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
Interconnection Fee Fairfield Cty Comm 485796 980/982 Liberty Dr Lancaster OH 43130	1.000	EA	500.0000	500.00	

MESSAGES	
Payments can be made by visiting www.southcentralpower.com/pay and select the Pay Now button or by cash, check, or money order. Please use account 2005498.	Subtotal: \$ 500.00 Tax: \$ 0.00 Total: \$ 500.00 Amount Paid: \$ 0.00 Amount Due: \$ 500.00

PLEASE REMIT BOTTOM PORTION WITH INVOICE



**720 Mill Park Drive  
Lancaster, OH 43130**

Account:	2005498
Invoice:	12533
Due Date:	08/13/2023
Amount Due:	\$ 500.00
Amount Of Payment:	_____

ECO ENGINEERING  
 11815 HIGHWAY DR STE 600  
 CINCINNATI OH 45241

Remit To:  
 SOUTH CENTRAL POWER COMPANY  
 720 MILL PARK DRIVE  
 LANCASTER OH 43130

ATTACHMENT 6

**AGREEMENT FOR INTERCONNECTION AND PARALLEL OPERATION OF A  
QUALIFYING COGENERATION  
OR SMALL POWER PRODUCTION FACILITY WITH NET BILLING**

**OPERATED BY** Fairfield County Commissioners,  
**OPERATOR OF A** Solar **FACILITY**  
**AT** 982 Liberty Dr., Lancaster, **OHIO**

This Agreement ("Agreement") dated as of August 15, 2022, by and between South Central Power Company, an Ohio nonprofit corporation (the "Power Company"), and Fairfield County Commissioners (the "Consumer" together with the Power Company, individually, a "Party" and, collectively, the "Parties");

WITNESSETH:

WHEREAS, the Consumer has or will install on the Premises certain Consumer-owned electric generating facilities of approximately 65.12 kW in the aggregate, which electric generating facilities are more particularly described in Exhibit E attached hereto; and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company's electric distribution system;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – DEFINITIONS

Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement for Electric Service. Whenever used in this Agreement, the following terms shall have the following meanings:

"Agreement for Electric Service" shall mean the Agreement for Electric Service of even date herewith between Power Company and the Consumer.

"Buckeye" shall mean Buckeye Power, Inc. and its successors and assigns.

"Electric Generating Facility" shall mean the Consumer's electric generating units identified in Exhibit E hereof, the output of which is approximately 65.12 kW in the aggregate, but which shall not exceed 100 kW in the aggregate, and which facility is not reasonably

anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises.

"Emergency" shall mean a condition or situation (i) that in the judgment of Power Company or Consumer is imminently likely to endanger life or property, (ii) that in the sole judgment of Power Company is imminently likely to adversely affect or impair the Power Company Distribution System or the electrical or transmission systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner, or (iii) that in the sole judgment of the Consumer is imminently likely to adversely affect or impair the Electric Generating Facility.

"Good Utility Practice" shall mean any of the practices, methods and acts engaged in or approved by a significant proportion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of acceptable practices, methods or acts.

"Interconnection Facilities" shall mean all facilities presently in place or presently proposed to be installed, as identified in Exhibit A hereof, or facilities which are later installed, in order to interconnect the Electric Generating Facility to the Power Company Distribution System, including System Protection Facilities.

"Interconnection Service" shall mean the services provided by the Power Company to interconnect the Electric Generating Facility with the Power Company Distribution System pursuant to the terms of this Agreement.

"Net Billing Equipment" shall mean the single bi-directional meter or pair of meters currently installed at the Point of Interconnection or to be installed at the Point of Interconnection as described in Exhibit B hereof.

"NERC" shall mean the North American Electric Reliability Council, and any successor thereto.

"Point of Interconnection" shall mean the point or points, shown in Exhibit A hereof, where the Consumer's Interconnection Facilities interconnect with the Power Company Distribution System.

"Power Company Distribution System" shall mean all electric distribution facilities owned or controlled by Power Company on Power Company's side of the Point of Interconnection, including, without limitation, Power Company's Interconnection Facilities.

“ReliabilityFirst” shall mean ReliabilityFirst Corporation, one of the regional reliability councils of NERC formed to promote reliability and adequacy of bulk power supply of the electric utility systems in North America, and any successor thereto.

“System Protection Facilities” shall mean the equipment required to protect (a) the Power Company Distribution System, the systems of others directly or indirectly connected to the Power Company Distribution System, including, without limitation, the transmission system of Transmission Owner, and Power Company’s customers from faults or other electrical disturbances occurring at the Electric Generating Facility or otherwise on Consumer’s side of the Point of Interconnection, and (b) the Electric Generating Facility from faults or other electrical disturbances occurring on the Power Company Distribution System or on the systems of others to which the Power Company Distribution System is directly or indirectly connected, including, without limitation, the transmission system of Transmission Owner.

“Transmission Owner” shall mean AEP, owning transmission facilities to which the Power Company Distribution System is interconnected, and its successors and assigns.

“Transmission Provider” shall mean PJM, providing transmission service through facilities owned by Transmission Owner, and its successors and assigns.

## ARTICLE 2 – INTERCONNECTION SERVICE

Subject to the terms and conditions of the Agreement for Electric Service and this Agreement, Power Company shall provide Consumer with Interconnection Service for the Electric Generating Facility for the term of the Agreement for Electric Service.

## ARTICLE 3 – OPERATION AND MAINTENANCE

3.1 Operation, Maintenance and Control of the Electric Generating Facility. The Consumer shall own, operate, maintain and control the Electric Generating Facility and Consumer’s Interconnection Facilities (a) in a safe and reliable manner, (b) in accordance with Good Utility Practice, (c) in accordance with applicable operational and reliability criteria, protocols, and directives, including those of NERC, ReliabilityFirst, the Power Company, Transmission Owner and Transmission Provider (including, without limitation, those requirements of Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof), and (d) in accordance with the provisions of this Agreement. Consumer may operate the Electric Generating Facility in parallel and in synchronization with the electric power and energy provided by Power Company to Consumer pursuant to the Agreement for Electric Service, as an auxiliary or supplement to such electric power and energy and may use the output of the Electric Generating Facility to meet the requirements of Consumer’s electric consuming facilities located on the Premises. Any output of the Electric Generating Facility in excess of the requirements of Consumer’s electric consuming facilities located on the Premises shall be sold to Buckeye Power, Inc. and credited against the Consumer’s bill for electric service in accordance with the net billing arrangements described in this Agreement, the Agreement for Electric Service, and the Net Billing Rate Schedule attached to the Agreement for Electric Service.

3.2 Protection and System Quality. Consumer shall, at its expense, provide, install, own, operate and maintain System Protection Facilities, including such protective and regulating devices as are required by NERC, ReliabilityFirst, the Power Company, Transmission Owner or Transmission Provider, or by order, rule or regulation of any duly-constituted regulatory authority having jurisdiction, or as are otherwise required by Good Utility Practice in order to protect persons and property and to minimize deleterious effects to the Power Company Distribution System and the transmission system of Transmission Owner. Any such protective or regulating devices that may be required on Power Company's or Transmission Owner's facilities in connection with the operation of the Electric Generating Facility shall be installed by Power Company or Transmission Owner, as the case may be, at Consumer's expense. Power Company reserves the right to modify or expand its requirements for protective devices in conformance with Good Utility Practice.

3.3 Inspection. Power Company shall have the right, but shall have no obligation or responsibility to (a) observe Consumer's tests and inspections of any of Consumer's protective equipment, (b) review the settings of Consumer's protective equipment, and (c) review Consumer's maintenance records relative to the Electric Generating Facility and Consumer's protective equipment. The foregoing rights may be exercised by Power Company from time to time as deemed necessary by the Power Company upon reasonable notice to Consumer. However, the exercise or non-exercise by Power Company of any of the foregoing rights of observation, review or inspection shall be construed neither as an endorsement or confirmation of any aspect, feature, element, or condition of the Electric Generating Facility or Consumer's protective equipment or the operation thereof, nor as a warranty as to the fitness, safety, desirability, or reliability of same.

3.4 Disconnection. Upon termination of the Agreement for Electric Service by its terms, Consumer shall disconnect the Electric Generating Facility from the Power Company Distribution System. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility immediately and without prior notice if, in the Power Company's sole opinion, an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage. Power Company shall have the right to disconnect, or to require the Consumer to disconnect, the Electric Generating Facility, in the Power Company's sole opinion, such disconnection is required in order for the Power Company to conduct maintenance, repairs or replacements of its facilities or the Power Company Distribution System. Consumer shall disconnect the Electric Generating Facility immediately if an Emergency exists and immediate disconnection is necessary to protect persons or property from injury or damage.

#### ARTICLE 4 – EMERGENCIES

The Consumer agrees to comply with NERC, ReliabilityFirst, Power Company, Transmission Owner and Transmission Provider Emergency procedures, as applicable, with respect to Emergencies (including, without limitation, those of requirements of the Power Company set forth in Exhibit C hereof and those requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). The Consumer shall provide the Power Company with oral notification that is prompt under the circumstances of an Emergency which

may reasonably be expected to affect the Power Company Distribution System or the transmission system of Transmission Owner, to the extent the Consumer is aware of the Emergency. To the extent the Consumer is aware of the facts of the Emergency, such notification shall describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken or to be taken, and shall be followed as soon as practicable with written notice. In the event of an Emergency, the party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, damage or loss.

## ARTICLE 5 – MODIFICATIONS AND CONSTRUCTION

5.1 Modifications. Either party may undertake modifications to its facilities; provided, that Consumer shall not increase the output of the Electric Generating Facility or make other material change or modification to the configuration or operation of the Electric Generating Facility without the prior written consent of Power Company and Buckeye. In the event that the Consumer plans to undertake a modification that reasonably may be expected to impact the Power Company's facilities, the Consumer shall provide the Power Company and Buckeye with sufficient information regarding such modification so that the Power Company and Buckeye can evaluate the potential impact of such modification prior to commencement of the work.

### 5.2 Construction.

5.2.1 Land Rights. Consumer shall furnish at no cost to Power Company any necessary access, easements, licenses, and/or rights of way upon, over, under, and across lands owned or controlled by Consumer and/or its affiliated interests for the construction, operation and maintenance by Power Company of necessary lines, substations, and other equipment to accomplish interconnection of the Electric Generating Facility with the Power Company Distribution System under this Agreement and the provision of electric service to the Consumer under the Agreement for Electric Service, and shall, at all reasonable times, give the Power Company, and its agents, free access to such lines, substations, and equipment. An accessible, protected and satisfactory site selected upon mutual agreement by the Parties and located on the Consumer's premises shall be provided by and at the Consumer's expense for installation of necessary net billing equipment, unless Power Company elects to install the net billing equipment on a location controlled by it.

5.2.2 Electric Generating Facility and Equipment Design and Construction. Consumer shall, at its sole expense, design, construct, and install the Electric Generating Facility and all equipment needed to interconnect the Electric Generating Facility with the Power Company Distribution System, except for any Interconnection Facilities to be constructed by Power Company pursuant to Exhibit A hereof. The Consumer's Interconnection Facilities and equipment shall satisfy all requirements of applicable safety and engineering codes, including the Power Company's, and further, shall satisfy all requirements of any duly-constituted regulatory authority having jurisdiction and the requirements of Transmission Owner and Transmission Provider (including, without limitation, those of requirements, if any, of Transmission Owner or Transmission Provider set forth in Exhibit D hereof). Consumer shall submit all specifications

for Consumer's Interconnection Facilities and equipment, including System Protection Facilities, to the Power Company for review at least ninety (90) days prior to interconnecting such Interconnection Facilities and equipment with the Power Company Distribution System. Power Company's review of Consumer's specifications shall be construed neither as confirming nor as endorsing the design, nor as any warranty as to fitness, safety, durability or reliability of Consumer's interconnection facilities or equipment. Power Company shall not, by reasons of such review or failure to review, be responsible for strength, details of design, adequacy or capacity of Consumer's Interconnection Facilities or equipment, nor shall Power Company's acceptance be deemed to be an endorsement of any facility or equipment. Consumer agrees to make changes to its Interconnection Facilities and equipment as may be reasonably required to meet the requirements of the Power Company. In the event it becomes necessary for Power Company to alter, add to, relocate or rearrange the Interconnection Facilities or to rearrange or relocate existing Power Company-owned facilities which are not Interconnection Facilities to continue to conduct interconnected operations in accordance with Good Utility Practice, then Consumer shall pay for such work.

#### ARTICLE 6 – METERING

Power Company shall purchase and install Net Billing Equipment to meter the Power Company's electric service to the Consumer and the electrical output of the Electric Generating Facility. Power Company shall own, operate and maintain the Net Billing Equipment. All costs associated with the purchase, installation, ownership, operation and maintenance of Net Billing Equipment, as more fully described in Exhibit B hereof shall be borne by Consumer.

#### ARTICLE 7 – INFORMATION REPORTING

Consumer shall promptly provide to the Power Company all relevant information, documents, or data regarding the Consumer's facilities and equipment that have been reasonably requested by the Power Company.

#### ARTICLE 9 – BUCKEYE, TRANSMISSION OWNER AND TRANSMISSION PROVIDER CONSENT

The consent of Buckeye, the Transmission Owner and/or Transmission Provider, if the Power Company determines that such consent is required, shall be required prior to any interconnection of the Consumer's Electric Generating Facility with the Power Company Distribution System.

#### ARTICLE 10 – TERM

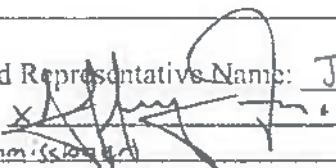
This Agreement shall commence as of \_\_\_\_\_ August 15, 2022 \_\_\_\_\_ and shall terminate upon the termination of the Agreement for Electric Service.

#### ARTICLE 11 – MISCELLANEOUS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and

their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent. This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions. This Agreement may not be modified except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
Authorized Representative Name: Jeff Fix  
Signature:   
Title: Commissioner

Authorized Power Company Representative: ~~Kyle Hlavacek~~ Eric W. Cellar  
Signature:   
Title: ~~Director, Energy Services and Business Development~~  
Energy Services Manager



EXHIBIT A  
INTERCONNECTION FACILITIES

This Exhibit A is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

Point of Interconnection

The point of interconnection will be at the point where the meter is installed. See Drawing Field Wiring Diagram, which drawing is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Power Company

Power Company shall construct the following interconnection facilities:

See the Power Company Feasibility Study, a copy of which is attached hereto and made a part hereof.

Interconnection Facilities to be Furnished by Consumer

Consumer shall construct the following interconnection facilities, as submitted in the drawings attached in this Exhibit A.

Cost Responsibility

Consumer shall be solely responsible for all costs associated with Consumer's construction of Interconnection Facilities.

Consumer and Power Company hereby acknowledge and agree that the cost listed below in Exhibit B is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's construction of Interconnection Facilities as set forth in this Exhibit A.

EXHIBIT B  
NET BILLING EQUIPMENT

This Exhibit B is a part of the Agreement for Interconnection and Parallel Operation between Consumer and Power Company.

The net billing facilities will be located at the meter base, per drawing

Power Company, at Consumer's expense, will purchase, install, own, operate, and maintain the following net billing instrumentation as required for on-site metering and telemetering:

Net billing will be accomplished using a single meter or pair of meters capable of registering the flow of electricity in each direction from the Power Company Distribution System to Consumer's electric consuming facilities located on the Premises, and from Consumer's Electric Generating Facility to the Power Company Distribution System. If the existing electrical meter or meters in service at the Consumer's Premises is/are not capable of measuring the flow of electricity in each direction, the Power Company will purchase, install, own, operate, and maintain an approved meter or meters that is/are capable of measuring electricity in each direction. The Consumer will pay the Power Company all expenses involved in either modifying the existing meter(s) or providing a new meter(s) capable of measuring the flow of electricity in each direction. Maintenance of the meter(s) will be the responsibility of the Power Company, which will own the meter(s).

Consumer and Power Company hereby acknowledge and agree that the cost listed below is only an estimate and that Consumer hereby agrees to and shall reimburse Power Company for all actual costs, including any applicable taxes, associated with the Power Company's installation of Net Billing Equipment as set forth in this Exhibit B. The parties further agree that prior to the Consumer reimbursing the Power Company under this section, the Consumer shall have had the opportunity to pre-approve said costs and shall have certified the availability of those funds and appropriated the same as required under Ohio Rev. Code Section 5705.41(D)(1). If the Consumer is not afforded the process under Ohio Rev. Code Section 5705.41(D)(1) prior to the Power Company incurring those costs, the Consumer shall not be responsible for reimbursing those costs to the Power Company. The cost for the Net Billing Equipment is estimated to be \$500.00.

EXHIBIT C  
POWER COMPANY REQUIREMENTS

[insert the Power Company's Rules and Regulations for Distributed Resources and the Power Company's Technical Guidelines for Interconnection and Parallel Operation]

EXHIBIT E  
ELECTRIC GENERATING FACILITY DESCRIPTION

A detailed description of the Electric Generating Facility is attached.

ATTACHMENT 7

AGREEMENT FOR ELECTRIC SERVICE  
FOR QUALIFYING CO-GENERATION OR  
SMALL POWER PRODUCTION FACILITIES  
WITH NET BILLING – NON-RESIDENTIAL

This Agreement, made as of the 15th day of August, 2022, between South Central Power Company (hereinafter called “the Power Company”) and Fairfield County Commissioners (hereinafter called the “Consumer”), whose mailing address is: 210 E Main St Lancaster Ohio 43130 for electric service at: 982 Liberty Dr, South Central Power Company account number 485796 in Fairfield County, Ohio (hereinafter called the “Premises”);

**WITNESSETH:**

WHEREAS, the Power Company is a not-for-profit corporation organized under the laws of the State of Ohio engaged in the business of selling electric power and energy with its principal place of business in Fairfield County, Ohio; and

WHEREAS, the Consumer is [a local government organized under the laws of the State of Ohio doing business in the State of Ohio, which] owns and operates all land and facilities located on the Premises; and

WHEREAS, the Consumer has or will install on the Premises certain consumer-owned electric generating facilities up to 65.12 kW in the aggregate, which electric generating facilities (the “Electric Generating Facility”) are more particularly described in Exhibit E to the Agreement for Interconnection and Parallel Operation of a Net Metered Qualifying Cogeneration or Small Power Production Facility – Non-Residential of even date herewith by and between the Power Company and the Consumer (the “Agreement for Interconnection and Parallel Operation”); and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated thereunder (“PURPA”); and

WHEREAS, the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer’s electric consuming facilities located on the Premises, as described herein; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company's electric distribution system and to use the output of the Electric Generating Facility to first meet the requirements of the Consumer's electric consuming facilities located on the Premises and then sell to Buckeye Power, Inc. any such output in excess of the requirements of the Consumer's electric consuming facilities and receive a credit against the Consumer's monthly bill for electric service under the Net Billing arrangements described in this Agreement, the Agreement for Interconnection and Parallel Operation, and the Power Company's Net Billing Rate Schedule, which is attached hereto; and

WHEREAS, the Power Company desires to sell, and the Consumer desires to purchase, electric power and energy to meet the requirements of Consumer's electric consuming facilities not served by the Electric Generating Facility under the terms and conditions hereinafter set forth; and

WHEREAS, a single meter or pair of meters has been or will be installed at the Premises, which meter or meters is/are capable of registering the flow of electricity in each direction from Power Company's electric distribution system to Consumer's electric consuming facilities on the Premises, and from Consumer's Electric Generating Facility to Power Company's electric distribution system, at the point of interconnection ("Net Billing");

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Power Company shall sell and deliver to the Consumer, and the Consumer shall purchase and receive, all of the electric power and energy which the Consumer may need at the Premises up to 65.12 kW, except for any such electric demand and energy which is served by Consumer's Electric Generating Facility.

2. Service hereunder shall be alternating current, 3 phase, 60 cycles, 120/208 volts.

3. The Consumer shall pay the Power Company for service hereunder at the rate and upon the terms and conditions set forth in the Power Company's Net Billing Rate Schedule, which is attached hereto and a made a part of this Agreement as if fully restated herein. The Power Company's Net Billing Rate Schedule will be superseded by any new or amended Net Billing Rate Schedule or any successor rate schedule as approved from time to time by the Board of Trustees of the Power Company. Payment for the service provided hereunder shall be made at

the office of the Power Company located in Fairfield County, Ohio, or at such other place as the Power Company shall hereafter designate in writing.

4. If the Consumer shall fail to make any such payment within fifteen (15) days after such payment is due, the Power Company may discontinue service to the Consumer following guidelines established through the Power Company's Policy 301, provided however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

5. The Consumer is or shall become a member of the Power Company and be bound by such rules and regulations as may from time to time be adopted by the Power Company.

6. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of electric power and energy and shall not sell or transfer to others the electric power and energy purchased hereunder, without permission of the Power Company; provided, however, that Consumer may operate the Electric Generating Facility upon the terms and conditions and for the purposes set forth in this Agreement, the Agreement for Interconnection and Parallel Operation, and the Power Company's Net Billing Rate Schedule which is attached hereto and made a part of this Agreement as if fully restated herein. The Consumer represents and warrants to the Power Company that the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA. The Consumer represents and warrants to the Power Company that the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises. For purposes of this Agreement and the Agreement for Interconnection and Parallel Operation, the Electric Generating Facility's output will be presumed to be "not reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises" if the Electric Generating Facility annually generates less than one hundred and twenty percent (120%) of the Consumer's annual electric energy requirements. The Consumer's "annual electric energy requirements" shall be the average amount of electricity consumed annually by the Consumer for the electric consuming facilities located on the Premises over the previous three years, using the annual period of June 1 to May 31. If the Power Company does not have the data or cannot calculate the average amount of electricity

consumed annually over the previous three years, such as in instances of new construction or vacant properties, the Power Company shall use any available consumption data to estimate the annual electricity consumption for the Consumer's electric consuming facilities located on the Premises and provide the estimation data to the Consumer. If the Electric Generating Facility annually generates one hundred and twenty percent (120%) or more of the Consumer's annual electric energy requirements, determined as set forth above, the Electric Generating Facility's output will be presumed to be "reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises," and the Power Company may, in its sole discretion, elect to cease providing electric service to the Consumer pursuant to the Power Company's Net Billing Rate Schedule and, instead, elect to provide electric service to the Consumer at the standard applicable rate schedule, and require the Consumer to (a) sell the output of the Electric Generating Facility to Buckeye Power, Inc. ("Buckeye") on an hourly basis at Buckeye's purchase rate, as determined by Buckeye in its sole discretion, (b) reimburse the Power Company for the cost of the installation of hourly metering facilities, (c) reimburse Buckeye for the cost of its telemetering facilities (currently estimated to cost up to \$10,000), (d) pay Buckeye a monthly billing and service fee (currently \$100 per month), and (e) terminate this Agreement and the Agreement for Interconnection and Parallel Operation, and enter into a Power Purchase Agreement with Buckeye, , and an Agreement for Interconnection and Parallel Operation with the Power Company, to contemplate the elimination of net billing and the purchase of the Electric Generating Facility output by Buckeye on an hourly basis at Buckeye's purchase rate.

7. The Consumer shall use the output of the Electric Generating Facility first to meet the requirements of Consumer's electric consuming facilities located on the Premises. The Power Company shall use a monthly kWh net billing period to measure the Consumer's net production. The net production output shall be measured by determining during each such period the production in kilowatt-hours (kWh) of the Electric Generating Facility in excess of the requirements of the Consumer's electric consumer facilities. Any such output of the Electric Generating Facility in excess of the requirements of Consumer's electric consuming facilities shall be sold to Buckeye Power, Inc. The Power Company shall bill the net electric usage pursuant to the Power Company's applicable Net Billing Rate Schedule, and credit the net electric output at Buckeye's purchase rate. In the event that the Consumer generates net positive



kWh output during any such kWh netting period, (a) the Power Company will inform Buckeye Power, Inc. of the existence of such excess net kWh output; (b) Buckeye Power, Inc. will purchase such excess net kWh output at Buckeye Power, Inc.'s purchase rate, as determined by Buckeye Power, Inc. in its sole discretion, and credit Power Company's wholesale power bill for such dollar amount on a monthly basis; (c) the Power Company's load shall not be reduced by the amount of such excess net kWh output purchased by Buckeye Power, Inc. on a monthly basis, and the Power Company's load may need to be increased for Buckeye Power, Inc. wholesale power billing purposes by the amount of such excess net kWh output purchased by Buckeye Power, Inc., if the Consumer's qualifying facility is located behind the meter used by Buckeye Power, Inc. to determine the Power Company's wholesale load; and (d) the Power Company shall credit Consumer's monthly power bill with the dollar amount of the billing credits paid by Buckeye Power, Inc. to the Power Company. The Consumer shall be entitled to all environmental attributes of the Electric Generating Facility during the term of this Agreement. The Consumer shall have the sole and exclusive right to designate the Electric Generating Facility as a renewable resource during the term of this Agreement in order to satisfy any federal, state or local renewable energy requirement, renewable energy procurement requirement, renewable energy portfolio standard, or other renewable energy mandate.

8. Whenever the Power Company's facilities located at the Premises are relocated solely to suit the convenience of the Consumer, the Consumer shall reimburse the Power Company for the entire cost incurred in making such change.

9. (a) The Power Company will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy, but does not guarantee uninterrupted service. The Power Company shall not be liable for damages or other losses in case such supply is interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, governmental action, loss of power supply, breakdowns or injury to the machinery, transmission or distribution lines or other facilities of the Power Company, repairs, maintenance or any cause beyond the Power Company's control; provided, however, that in no event shall the Power Company be liable for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of the Power Company; provided, further, however, that in no

event shall the Power Company be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed; and provided further that the failure of the Consumer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Consumer of its obligation to make payments to the Power Company as provided herein.

(b) The point at which service is delivered by the Power Company to the Consumer, and at which the output of Consumer's Electric Generating Facility is transferred to the Power Company, to be known as the "point of interconnection", shall be the point at which the Consumer's electric consuming facilities located on the Premises are connected to the Power Company's electric distribution system, and the point at which Consumer's Electric Generating Facility is connected to the Power Company's electric distribution system. The Power Company shall not be liable for any loss, injury or damage resulting from the Consumer's use of its facilities or equipment or occasioned by the power and energy furnished by the Power Company beyond the point of interconnection.

(c) The Consumer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any fluctuation or irregularity in the supply of electric power and energy. The Power Company shall not be liable for any loss, injury or damage resulting from any fluctuation or irregularity in the supply of power and energy which could have been prevented by the use of such protective devices.

(d) The Power Company will provide and maintain the necessary lines or service connections, metering and other apparatus which may be required for the proper measurement of and rendition of its service, and for the proper measurement of the output of Consumer's Electric Generating Facility. All such apparatus shall be owned and maintained by the Power Company. A single meter or pair of meters will be installed which shall be capable of registering the flow of electricity in each direction from the Power Company's electric distribution system to Consumer's electric consuming facilities located on the Premises, and from the Consumer's Electric Generating Facility to Power Company's electric distribution system, at the point of interconnection.

10. In the event of loss or injury to the property of the Power Company through misuse by, or the negligence of, the Consumer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Power Company by the Consumer.

Consumer will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of the Power Company installed at the Premises. The Consumer hereby agrees that no one except the employees of or persons duly authorized by the Power Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Power Company. The Consumer shall provide the Power Company reasonable access at all times to the Power Company's meters and other facilities of the Power Company located on the Premises.

11. Metering equipment used in determining the demand and amount of electric power and energy supplied hereunder, and the demand and amount of electric power and energy produced by Consumer's Electric Generating Facility, shall be tested and calibrated, if required, by the Power Company. If any metering equipment shall be found inaccurate, it shall be restored to the extent possible to a 100.0% accurate condition; or new metering equipment to the extent necessary shall be substituted so that, as far as possible, 100.0% accuracy shall always be maintained. The Consumer shall have the right to request that a special meter test be made at any time. In the event a test made at the Consumer's request discloses that the meter tested is registering correctly, or within two percent (2%) above or below 100.0% accuracy at full load, Consumer shall bear the expense of such meter test.

The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every requested test shall be furnished to the Consumer. Any meter tested and found to be not more than two percent (2%) above or below 100.0% accuracy at full load, shall be considered to be accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of two percent (2%) above or below 100.0% accuracy at full load, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond the last regular monthly billing period occurring prior to the day on which inaccuracy is discovered by such test, and no correction shall be made for a longer period than that during which it may be determined by mutual agreement of the parties involved

that the inaccuracy existed. The Power Company will bear the cost of the meter test if any meter is found to register in excess of two percent (2%) above or below 100.0% accuracy at full load.

For any period that metering equipment is found to have failed wholly, or in part, to register and for which no alternate metering is available, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation during which such meter was in service and operating.

The Power Company shall notify the Consumer in advance of the time of any meter test so that a representative of the Consumer may be present.

12. Duly authorized representatives of the Power Company shall be permitted to enter the Premises at all reasonable times in order to carry out the provisions hereof.

13. This Agreement shall become effective as of the date first above written and shall remain in effect until terminated by either party giving to the other party not less than ninety (90) days prior notice in writing of its intention to terminate.

14. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent.

(b) This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions.


16. All present or future federal, state, municipal or other lawful taxes payable by reason of the sale or purchase or Net Billing of the output of the Electric Generating Facility, the production of electrical output from the Electric Generating Facility, or the ownership of the Electric Generating Facility, under this Agreement shall be paid by Consumer. Without limiting the generality of the foregoing, the Consumer shall be solely responsible for: any Ohio kilowatt-hour taxes associated with the production of electricity from the Electric Generating Facility; any Ohio public utility property taxes associated with the Consumer's ownership of the Electric Generating Facility; and any state or federal income taxes associated with the Consumer's receipt of payments or Net Billing by the Power Company or Buckeye under this Agreement. Consumer acknowledges that neither the Power Company nor Buckeye has represented to the

Consumer that the Consumer will not be subject to any such kilowatt-hour taxes, public utility property taxes, or state or federal income taxes as a result of the Net Billing arrangements described in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.


WITNESS:



By:   
Name: Jeff Fix  
Title: Commissioner

WITNESS:



By:   
Name: ~~Kyle Hendrickson~~ Eric W. Cellar  
Title: ~~Director, Energy Services and Business Development~~  
Energy Services Manager

**Small Generator Facility Certificate of Completion**

**Installation Information:** Check if owner-installed: \_\_\_\_\_

Interconnection customer: Fairfield County Commissioners Contact Person: Jon Kochis

Mailing Address: 210 East Main Street, Room 301, Lancaster, OH 43130

Location of Small Generator Facility (if different than above):

980 Liberty Drive

City: Lancaster State: Ohio Zip code: 43130

Telephone: 740-652-7961

Email address: jon.kochis@fairfieldcountyohio.gov

**Electrician:**

Name: Claypool Electric Inc

Mailing address: 1275 Lancaster Kirkersville rd

City: Lancaster State: Ohio Zip code: 43130

Telephone: 740-653-5683

Facsimile number: \_\_\_\_\_ E-Mail Address: Dwolfe@claypoolelectric.com

License number: 28874

**Final Electrical Inspection:**

The installation meets and exceeds manufacturer recommendations and is compliant with applicable local, state, and federal codes.

Signed: *Drew Wolfe*

Name (printed): Drew Wolfe

Date: 10/4/23

Inspection Results by Permit Number  
 Permit Number: 22-LAN00441  
 PV System - Non-Residential  
 Owner: FAIRFIELD COUNTY BOARD OF COUNTY COMMISSIONERS  
 980-982 LIBERTY DR, LANCASTER, OH 43130

Inspection Step	Inspection Type	Inspection Description	Inspector	Date	Result	Notes
Inspections	Final Electrical		Todd Burnside	09/29/2023	Passed	
Inspections	Underground Electric		Todd Burnside	09/08/2023	Partial Pass	09/08/2023 (Todd Burnside) Underground conduit between ground mounted arrays, No permit card or approved plans on site, informed by Claypool Electric that paperwork has been misplaced/lost.
	Inspections	2				
	<b>Total Inspections:</b>	2				



November 17, 2023


Eco Engineering  
11815 Highway Dr., Ste 600  
Cincinnati, OH 45241

RE: Fairfield County Commissioners  
980/982 Liberty Dr.  
Lancaster, OH 43130

South Central Power Company has completed the installation of the bi-directional meter for Fairfield County Commissioners; it is now ready to be energized.

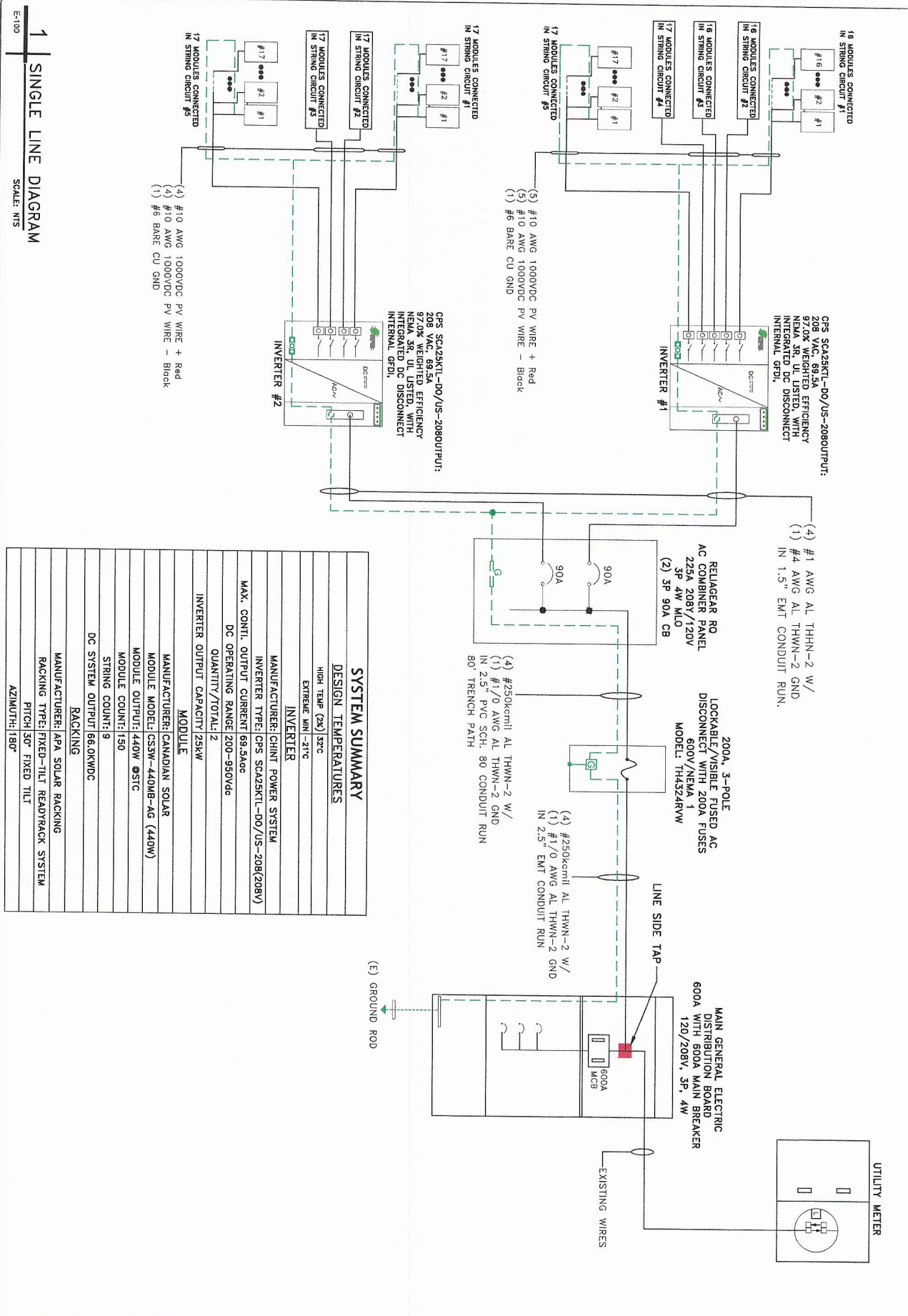
Respectfully,

Kyle Heavrin  
Director of Energy Services  
South Central Power Company

A Touchstone Energy® Cooperative 







**PROJECT DC**  
 LightKorson  
 www.lightkorson.com  
 800-451-2000  
 PROJECT DDC

**ECOENGINEERING**  
 1800 BROADVIEW AVE, SUITE 800  
 WYOMING, OHIO 43085  
 PH: 614-891-5300  
 FAX: 614-891-5301  
 ENGINEERING & DESIGN

**RYNBERG POWER**  
 11770 LEE AVE, SUITE 200  
 WYOMING, OHIO 43085  
 RPOD.COM/RYNBERGPOWER.COM  
 LLC, DBA RY-POWER

**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFF ELECTRICAL DESIGN**  
**METER(POC)**  
 508WAG66.0RWDC208VAC@POI  
 980 LIBERTY DR, LANCASTER, OHIO 43130.

REV#	DESCRIPTION	DATE	BY	CHKD	APVD
6.0	IFF ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	3/24/2023	ER		
5.2	IFF ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	5/8/2023	ER		
5.1	IFF ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	2/1/2023	ER		
5.0	IFF ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	1/17/2023	ER		
4.0	IFF ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	12/15/2022	ER		
3.5	IFF ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/18/2021	ER		
3.0	IFF ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/18/2021	ER		
2.0	IFF ELECTRICAL DESIGN, ISSUED FOR CLIENT'S REVIEW	11/14/2021	ER		
1.0	PV W/ 3P PANE/ 3P 600 VDC, ISSUED FOR REVIEW	11/14/2021	ER	RDSM	APVO

**DESIGN TEMPERATURES**  
 HIGH TEMP (2%) 32°C  
 EXTREME MIN -21°C

**INVERTER**  
 MANUFACTURER: CHINT POWER SYSTEM  
 INVERTER TYPE: CPS SC425KTL-DO/US-208(208V)  
 MAX. CONT. OUTPUT CURRENT 69.5Aac  
 DC OPERATING RANGE 200-950Vdc  
 QUANTITY/TOTAL: 2

**MODULE**  
 MANUFACTURER: CANADIAN SOLAR  
 MODULE MODEL: CS3W-440MB-AG (440W)  
 MODULE OUTPUT: 440W @STC  
 STRING COUNT: 9  
 DC SYSTEM OUTPUT 66.0KWDC

**RACKING**  
 MANUFACTURER: APA SOLAR RACKING  
 RACKING TYPE: FIXED-TILT READYRACK SYSTEM  
 PITCH 30° FIXED TILT  
 AZIMUTH: 180°

**SYSTEM SUMMARY**

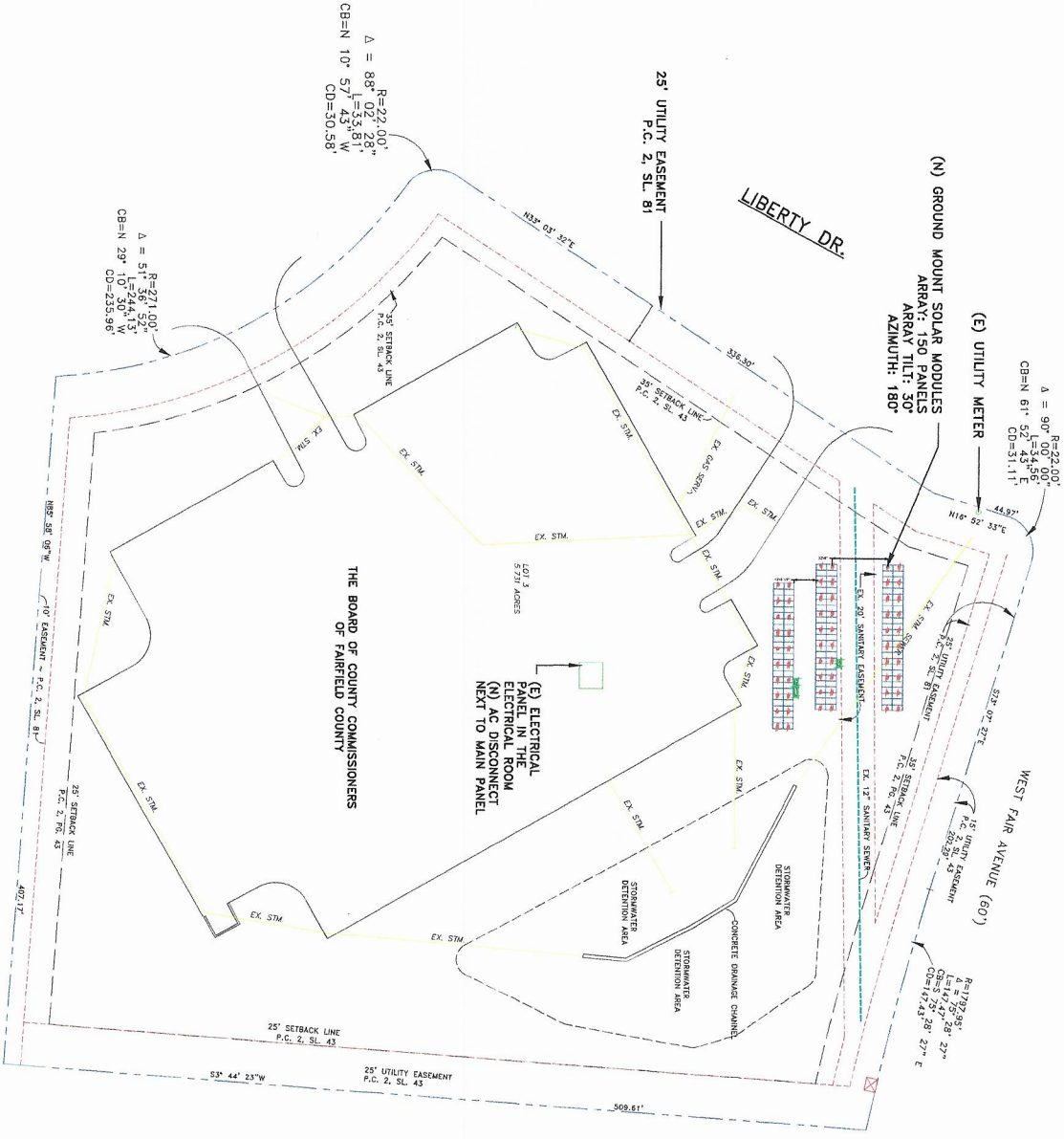
**DESIGN TEMPERATURES**  
 HIGH TEMP (2%) 32°C  
 EXTREME MIN -21°C

**INVERTER**  
 MANUFACTURER: CHINT POWER SYSTEM  
 INVERTER TYPE: CPS SC425KTL-DO/US-208(208V)  
 MAX. CONT. OUTPUT CURRENT 69.5Aac  
 DC OPERATING RANGE 200-950Vdc  
 QUANTITY/TOTAL: 2

**MODULE**  
 MANUFACTURER: CANADIAN SOLAR  
 MODULE MODEL: CS3W-440MB-AG (440W)  
 MODULE OUTPUT: 440W @STC  
 STRING COUNT: 9  
 DC SYSTEM OUTPUT 66.0KWDC

**RACKING**  
 MANUFACTURER: APA SOLAR RACKING  
 RACKING TYPE: FIXED-TILT READYRACK SYSTEM  
 PITCH 30° FIXED TILT  
 AZIMUTH: 180°

1 SITE PLAN  
SCALE: 1/32"=1'-0"



C-100

PV SITE PLAN

REV#	DESCRIPTION	DATE	DWGN	APVD
6.0	PP ELECTRICAL DESIGN, REVISION FOR CLIENT'S REVIEW	5/24/2023	ER	
5.2	PP ELECTRICAL DESIGN, REVISION FOR CLIENT'S REVIEW	5/8/2023	ER	
5.1	PP ELECTRICAL DESIGN, REVISION FOR CLIENT'S REVIEW	2/1/2023	ER	
5.0	PP ELECTRICAL DESIGN, REVISION FOR CLIENT'S REVIEW	1/17/2023	ER	
4.0	PP ELECTRICAL DESIGN, REVISION FOR CLIENT'S REVIEW	12/13/2022	ER	
3.0	PP ELECTRICAL DESIGN, REVISION FOR CLIENT'S REVIEW	11/16/2021	ER	
2.0	PP ELECTRICAL DESIGN, REVISION FOR CLIENT'S REVIEW	11/16/2021	ER	
1.0	PV SITE PLAN / OLD DESIGN, REVISION FOR REVISION	11/14/2021	ER	RDSM

**DYNAMIX FAIRFIELD COUNTY PV SOLAR IFF ELECTRICAL DESIGN**

**METER(POC)**  
s0rhwac@66.orwdc/208vac@Poi

980 LIBERTY DR, LANCASTER, OHIO 43150

**RH ROBBERS POWER ENGINEERING & DESIGN**

1111 W. MAIN ST. SUITE 200  
LANCASTER, OHIO 43150  
PH: 614.646.2400  
WWW.RHPOWERENGINEERING.COM  
LIC. ENG. R.C. STUMP

**LightKedion**  
www.lightkedion.com  
18180 W. STATE ROUTE 163  
LANCASTER, OHIO 43150  
PH: 614.646.2400  
WWW.LIGHTKEDIION.COM  
PROJECT ENG

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$75,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Choland*

\_\_\_\_\_ Budget Officer

Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***

AGREEMENT FOR ELECTRIC SERVICE  
FOR QUALIFYING CO-GENERATION OR  
SMALL POWER PRODUCTION FACILITIES  
WITH NET BILLING – NON-RESIDENTIAL

This Agreement, made as of the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between South Central Power Company (hereinafter called “the Power Company”) and \_\_\_\_\_ (hereinafter called the “Consumer”), whose mailing address is: \_\_\_\_\_ for electric service at: \_\_\_\_\_, South Central Power Company account number \_\_\_\_\_ in \_\_\_\_\_ County, Ohio (hereinafter called the “Premises”);

**WITNESSETH:**

WHEREAS, the Power Company is a not-for-profit corporation organized under the laws of the State of Ohio engaged in the business of selling electric power and energy with its principal place of business in Fairfield County, Ohio; and

WHEREAS, the Consumer is [a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ doing business in the State of Ohio, which] owns and operates all land and facilities located on the Premises; and

WHEREAS, the Consumer has or will install on the Premises certain consumer-owned electric generating facilities up to \_\_\_ kW in the aggregate, which electric generating facilities (the “Electric Generating Facility”) are more particularly described in Exhibit E to the Agreement for Interconnection and Parallel Operation of a Net Metered Qualifying Cogeneration or Small Power Production Facility – Non-Residential of even date herewith by and between the Power Company and the Consumer (the “Agreement for Interconnection and Parallel Operation”); and

WHEREAS, the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under the Public Utility Regulatory Policies Act of 1978, as amended, and all governmental regulations lawfully promulgated thereunder (“PURPA”); and

WHEREAS, the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer’s electric consuming facilities located on the Premises, as described herein; and

WHEREAS, the Consumer desires to interconnect the Electric Generating Facility to the Power Company's electric distribution system and to use the output of the Electric Generating Facility to first meet the requirements of the Consumer's electric consuming facilities located on the Premises and then sell to Buckeye Power, Inc. any such output in excess of the requirements of the Consumer's electric consuming facilities and receive a credit against the Consumer's monthly bill for electric service under the Net Billing arrangements described in this Agreement, the Agreement for Interconnection and Parallel Operation, and the Power Company's Net Billing Rate Schedule, which is attached hereto; and

WHEREAS, the Power Company desires to sell, and the Consumer desires to purchase, electric power and energy to meet the requirements of Consumer's electric consuming facilities not served by the Electric Generating Facility under the terms and conditions hereinafter set forth; and

WHEREAS, a single meter or pair of meters has been or will be installed at the Premises, which meter or meters is/are capable of registering the flow of electricity in each direction from Power Company's electric distribution system to Consumer's electric consuming facilities on the Premises, and from Consumer's Electric Generating Facility to Power Company's electric distribution system, at the point of interconnection ("Net Billing");

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Power Company shall sell and deliver to the Consumer, and the Consumer shall purchase and receive, all of the electric power and energy which the Consumer may need at the Premises up to \_\_\_\_ kW, except for any such electric demand and energy which is served by Consumer's Electric Generating Facility.

2. Service hereunder shall be alternating current, \_\_\_\_\_ phase, \_\_\_\_\_ cycles, \_\_\_\_\_ volts.

3. The Consumer shall pay the Power Company for service hereunder at the rate and upon the terms and conditions set forth in the Power Company's Net Billing Rate Schedule, which is attached hereto and a made a part of this Agreement as if fully restated herein. The Power Company's Net Billing Rate Schedule will be superseded by any new or amended Net Billing Rate Schedule or any successor rate schedule as approved from time to time by the Board of Trustees of the Power Company. Payment for the service provided hereunder shall be made at

the office of the Power Company located in Fairfield County, Ohio, or at such other place as the Power Company shall hereafter designate in writing.

4. If the Consumer shall fail to make any such payment within fifteen (15) days after such payment is due, the Power Company may discontinue service to the Consumer following guidelines established through the Power Company's Policy 301, provided however, that such discontinuance of service shall not relieve the Consumer of any of its obligations under this Agreement.

5. The Consumer is or shall become a member of the Power Company and be bound by such rules and regulations as may from time to time be adopted by the Power Company.

6. The Consumer shall not use the electric power and energy furnished hereunder as an auxiliary or supplement to any other source of electric power and energy and shall not sell or transfer to others the electric power and energy purchased hereunder, without permission of the Power Company; provided, however, that Consumer may operate the Electric Generating Facility upon the terms and conditions and for the purposes set forth in this Agreement, the Agreement for Interconnection and Parallel Operation, and the Power Company's Net Billing Rate Schedule which is attached hereto and made a part of this Agreement as if fully restated herein. The Consumer represents and warrants to the Power Company that the Electric Generating Facility is a certified qualifying cogeneration or small power production facility under PURPA. The Consumer represents and warrants to the Power Company that the output of the Electric Generating Facility is not reasonably anticipated to exceed the annual electric energy requirements of Consumer's electric consuming facilities located on the Premises. For purposes of this Agreement and the Agreement for Interconnection and Parallel Operation, the Electric Generating Facility's output will be presumed to be "not reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises" if the Electric Generating Facility annually generates less than one hundred and twenty percent (120%) of the Consumer's annual electric energy requirements. The Consumer's "annual electric energy requirements" shall be the average amount of electricity consumed annually by the Consumer for the electric consuming facilities located on the Premises over the previous three years, using the annual period of June 1 to May 31. If the Power Company does not have the data or cannot calculate the average amount of electricity

consumed annually over the previous three years, such as in instances of new construction or vacant properties, the Power Company shall use any available consumption data to estimate the annual electricity consumption for the Consumer's electric consuming facilities located on the Premises and provide the estimation data to the Consumer. If the Electric Generating Facility annually generates one hundred and twenty percent (120%) or more of the Consumer's annual electric energy requirements, determined as set forth above, the Electric Generating Facility's output will be presumed to be "reasonably anticipated to exceed the annual electric energy requirements of the Consumer's electric consuming facilities located on the Premises," and the Power Company may, in its sole discretion, elect to cease providing electric service to the Consumer pursuant to the Power Company's Net Billing Rate Schedule and, instead, elect to provide electric service to the Consumer at the standard applicable rate schedule, and require the Consumer to (a) sell the output of the Electric Generating Facility to Buckeye Power, Inc. ("Buckeye") on an hourly basis at Buckeye's purchase rate, as determined by Buckeye in its sole discretion, (b) reimburse the Power Company for the cost of the installation of hourly metering facilities, (c) reimburse Buckeye for the cost of its telemetering facilities (currently estimated to cost up to \$10,000), (d) pay Buckeye a monthly billing and service fee (currently \$100 per month), and (e) terminate this Agreement and the Agreement for Interconnection and Parallel Operation, and enter into a Power Purchase Agreement with Buckeye, , and an Agreement for Interconnection and Parallel Operation with the Power Company, to contemplate the elimination of net billing and the purchase of the Electric Generating Facility output by Buckeye on an hourly basis at Buckeye's purchase rate.

7. The Consumer shall use the output of the Electric Generating Facility first to meet the requirements of Consumer's electric consuming facilities located on the Premises. The Power Company shall use an hourly kWh period to measure the Consumer's net production. The net production output shall be measured by determining during each such period the production in kilowatt-hours (kWh) of the Electric Generating Facility in excess of the requirements of the Consumer's electric consumer facilities. Any such output of the Electric Generating Facility in excess of the requirements of Consumer's electric consuming facilities shall be sold to Buckeye Power, Inc. The Power Company shall bill the net electric usage pursuant to the Power Company's applicable Net Billing Rate Schedule, and credit the net electric output at Buckeye's purchase rate. In the event that the Consumer generates net positive



kWh output during any such kWh netting period, (a) the Power Company will inform Buckeye Power, Inc. of the existence of such excess net kWh output; (b) Buckeye Power, Inc. will purchase such excess net kWh output at Buckeye Power, Inc.'s purchase rate, as determined by Buckeye Power, Inc. in its sole discretion, and credit Power Company's wholesale power bill for such dollar amount on a monthly basis; (c) the Power Company's load shall not be reduced by the amount of such excess net kWh output purchased by Buckeye Power, Inc. on a monthly basis, and the Power Company's load may need to be increased for Buckeye Power, Inc. wholesale power billing purposes by the amount of such excess net kWh output purchased by Buckeye Power, Inc., if the Consumer's qualifying facility is located behind the meter used by Buckeye Power, Inc. to determine the Power Company's wholesale load; and (d) the Power Company shall credit Consumer's monthly power bill with the dollar amount of the billing credits paid by Buckeye Power, Inc. to the Power Company. The Consumer shall be entitled to all environmental attributes of the Electric Generating Facility during the term of this Agreement. The Consumer shall have the sole and exclusive right to designate the Electric Generating Facility as a renewable resource during the term of this Agreement in order to satisfy any federal, state or local renewable energy requirement, renewable energy procurement requirement, renewable energy portfolio standard, or other renewable energy mandate.

8. Whenever the Power Company's facilities located at the Premises are relocated solely to suit the convenience of the Consumer, the Consumer shall reimburse the Power Company for the entire cost incurred in making such change.

9. (a) The Power Company will use reasonable diligence in furnishing a regular and uninterrupted supply of electric power and energy, but does not guarantee uninterrupted service. The Power Company shall not be liable for damages or other losses in case such supply is interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed by reason of an act of God, the public enemy, accidents, labor disputes, orders or acts of civil or military authority, governmental action, loss of power supply, breakdowns or injury to the machinery, transmission or distribution lines or other facilities of the Power Company, repairs, maintenance or any cause beyond the Power Company's control; provided, however, that in no event shall the Power Company be liable for personal injury, wrongful death, property damage or other losses not caused by or due to the gross negligence or willful and wanton misconduct of the Power Company; provided, further, however, that in no

event shall the Power Company be liable for consequential damages of any nature whatsoever in case such supply of power and energy should be interrupted, curtailed, reduced, fluctuates, becomes irregular, or fails, or the commencement of service to the Consumer is delayed; and provided further that the failure of the Consumer to receive electric power and energy because of any of the aforesaid conditions shall not relieve the Consumer of its obligation to make payments to the Power Company as provided herein.

(b) The point at which service is delivered by the Power Company to the Consumer, and at which the output of Consumer's Electric Generating Facility is transferred to the Power Company, to be known as the "point of interconnection", shall be the point at which the Consumer's electric consuming facilities located on the Premises are connected to the Power Company's electric distribution system, and the point at which Consumer's Electric Generating Facility is connected to the Power Company's electric distribution system. The Power Company shall not be liable for any loss, injury or damage resulting from the Consumer's use of its facilities or equipment or occasioned by the power and energy furnished by the Power Company beyond the point of interconnection.

(c) The Consumer shall provide and maintain suitable protective devices on its equipment to prevent any loss, injury or damage that might result from any fluctuation or irregularity in the supply of electric power and energy. The Power Company shall not be liable for any loss, injury or damage resulting from any fluctuation or irregularity in the supply of power and energy which could have been prevented by the use of such protective devices.

(d) The Power Company will provide and maintain the necessary lines or service connections, metering and other apparatus which may be required for the proper measurement of and rendition of its service, and for the proper measurement of the output of Consumer's Electric Generating Facility. All such apparatus shall be owned and maintained by the Power Company. A single meter or pair of meters will be installed which shall be capable of registering the flow of electricity in each direction from the Power Company's electric distribution system to Consumer's electric consuming facilities located on the Premises, and from the Consumer's Electric Generating Facility to Power Company's electric distribution system, at the point of interconnection.

10. In the event of loss or injury to the property of the Power Company through misuse by, or the negligence of, the Consumer or the employees of the same, the cost of the necessary repairs or replacement thereof shall be paid to the Power Company by the Consumer.

Consumer will be responsible for any person tampering with, interfering with, or breaking the seals or meters or other equipment of the Power Company installed at the Premises. The Consumer hereby agrees that no one except the employees of or persons duly authorized by the Power Company shall be allowed to make any internal or external adjustments of any meter or any other piece of apparatus which shall be the property of the Power Company. The Consumer shall provide the Power Company reasonable access at all times to the Power Company's meters and other facilities of the Power Company located on the Premises.

11. Metering equipment used in determining the demand and amount of electric power and energy supplied hereunder, and the demand and amount of electric power and energy produced by Consumer's Electric Generating Facility, shall be tested and calibrated, if required, by the Power Company. If any metering equipment shall be found inaccurate, it shall be restored to the extent possible to a 100.0% accurate condition; or new metering equipment to the extent necessary shall be substituted so that, as far as possible, 100.0% accuracy shall always be maintained. The Consumer shall have the right to request that a special meter test be made at any time. In the event a test made at the Consumer's request discloses that the meter tested is registering correctly, or within two percent (2%) above or below 100.0% accuracy at full load, Consumer shall bear the expense of such meter test.

The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every requested test shall be furnished to the Consumer. Any meter tested and found to be not more than two percent (2%) above or below 100.0% accuracy at full load, shall be considered to be accurate in so far as correction of billing is concerned. If as a result of any test, any meter is found to register in excess of two percent (2%) above or below 100.0% accuracy at full load, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond the last regular monthly billing period occurring prior to the day on which inaccuracy is discovered by such test, and no correction shall be made for a longer period than that during which it may be determined by mutual agreement of the parties involved

that the inaccuracy existed. The Power Company will bear the cost of the meter test if any meter is found to register in excess of two percent (2%) above or below 100.0% accuracy at full load.

For any period that metering equipment is found to have failed wholly, or in part, to register and for which no alternate metering is available, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation during which such meter was in service and operating.

The Power Company shall notify the Consumer in advance of the time of any meter test so that a representative of the Consumer may be present.

12. Duly authorized representatives of the Power Company shall be permitted to enter the Premises at all reasonable times in order to carry out the provisions hereof.

13. This Agreement shall become effective as of the date first above written and shall remain in effect until terminated by either party giving to the other party not less than ninety (90) days prior notice in writing of its intention to terminate.

14. (a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns; provided, however, this Agreement shall not be assigned by the Consumer without the prior written consent of the Power Company, any such assignment by the Consumer being null and void without such consent.

(b) This Agreement shall not be effective unless approved in writing by all governmental agencies from which approval is required.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except for any conflicts of laws provisions.

16. All present or future federal, state, municipal or other lawful taxes payable by reason of the sale or purchase or Net Billing of the output of the Electric Generating Facility, the production of electrical output from the Electric Generating Facility, or the ownership of the Electric Generating Facility, under this Agreement shall be paid by Consumer. Without limiting the generality of the foregoing, the Consumer shall be solely responsible for: any Ohio kilowatt-hour taxes associated with the production of electricity from the Electric Generating Facility; any Ohio public utility property taxes associated with the Consumer's ownership of the Electric Generating Facility; and any state or federal income taxes associated with the Consumer's receipt of payments or Net Billing by the Power Company or Buckeye under this Agreement. Consumer acknowledges that neither the Power Company nor Buckeye has represented to the

Consumer that the Consumer will not be subject to any such kilowatt-hour taxes, public utility property taxes, or state or federal income taxes as a result of the Net Billing arrangements described in this Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

WITNESS:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Prosecutor's Approval Page

Resolution No.

A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement  
between South Central Power and the Commissioners

(Fairfield County Facilities)

Approved as to form on 2/1/2024 9:03:37 AM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2024-02.06.d

A Resolution Authorizing the Approval of a Solar Power Interconnect Agreement  
between South Central Power and the Commissioners

(Fairfield County Facilities)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted  
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution to approve a memo exp./ memo receipt for the costs of Birth Certificates paid to Fairfield County Health Departments as a memo expenditure for fund# 2072 Public Children's Services**

**WHEREAS**, FCJFS is responsible for paying the Health Department for their Birth Certificate costs; and

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**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

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Section 1: That the Fairfield County Auditor reflect the following memo receipt:

71700300- 434410 Reimbursement - \$288.00

This amount represents monies owed to the Health Department for FCJFS's costs paid to the Health Department as denoted in the attached documentation.

Section 2: That the Fairfield County Board of Commissioners approves the following expenditure of other expenses and requests that the Fairfield County Auditor accomplish the transaction as if a regular County Auditor warrant reimbursing the Health Department for FCJFS's Birth Certificate costs.

Memo expenditure as referenced in supporting documentation:

Vendor # 7482 Fairfield County Health Department

Account: 12207207-533000 Other Professional Services

Amount: \$288.00

Prepared by: Jenny Lewis, Eligibility Referral Specialist

cc: Jamie Ehorn, Fairfield County Health Department



Signature Page

Resolution No. 2024-02.06.e

A Resolution to Approve a Memo Expense/Memo Receipt for the Costs of Birth Certificates Paid to the Fairfield County Health Department as a Memo Expenditure for Fund #2072, Public Children's Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing the approval of a service agreement by and between Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate Services**

**WHEREAS**, Fairfield County Job & Family Services, Child Protective Services is requesting the Board of Commissioners approval of a service agreement with Youth Advocate Services, 2323 W. 5<sup>th</sup> Ave. 150, Columbus, OH 43204 and

**WHEREAS**, the purpose of the service agreement is to provide Network Placement and Related Services for children who are in the care and custody of the Agency; and

**WHEREAS**, this agreement shall be effective January 1<sup>st</sup>, 2024 through December 31<sup>st</sup>, 2024; and

**WHEREAS**, a purchase order encumbering the funds for the services was acquired; and

**WHEREAS**, the Prosecuting Attorney has approved the agreement as to form.

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**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, AND STATE OF OHIO:**

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**Section 1.** That the Fairfield County Board of Commissioners hereby approves the attached Network Placement Service Agreement for Youth Advocate Services.

Prepared by: Brandi Downhour  
cc: JFS / Budget Manager

Ohio Department of Job and Family Services  
**AGREEMENT FOR TITLE IV-E AGENCIES AND PROVIDERS FOR  
THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in the care and custody of the Agency named below.

This Agreement is between Fairfield County Department of Job and Family Services, a Title IV-E Agency, hereinafter "Agency", whose address is:

Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

and

Youth Advocate Services, hereinafter "Provider", whose address is:

Youth Advocate Services  
2323 W 5th Ave 150  
Columbus, OH 43204

Collectively the "Parties".

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## RECITALS

WHEREAS, the Agency is responsible under Ohio Revised Code (ORC) Title 51, Chapter [5153](#) for the provision of protective services for dependent, neglected, and abused children; and,

WHEREAS, the Agency is authorized under ORC Title 51, Chapter [5153.16](#) to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

WHEREAS, the Provider is an organization duly organized and validly existing and is qualified to do business under the laws in the State of Ohio or in the state where the Provider of services is located and has all requisite legal power and authority to execute this Agreement and to carry out its terms, conditions and provisions; and is licensed, certified or approved to provide services to children and families in accordance with Ohio law or the state where the Provider of services is located.

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

### Article I. SCOPE OF PLACEMENT SERVICES

In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Child Care Agreement (ICCA) for children in the care and custody of the Title IV-E Agency. The ICCA shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. If an Agreement and ICCA both exist, the Agreement supersedes.

See Attachment 1 for additional details.

#### Section 1.01 FOR AGREEMENTS COMPETITIVELY PROCURED

Without limiting the services set forth herein, Provider will provide the Services pursuant to and consistent with the Requests for Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

#### Section 1.02 FOR AGREEMENTS NOT COMPETITIVELY PROCURED

The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

#### Section 1.03 EXHIBITS

The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- A. Exhibit I – Scope of Work;
- B. Exhibit II – Request for Proposals (if applicable);
- C. Exhibit III – Provider's Response to the Request for Proposals (if applicable); and
- D. Exhibit IV – Schedule A Rate Information.

### Article II. TERM OF AGREEMENT

This Agreement is in effect from **01/01/2024** through **12/31/2024**, unless this Agreement is suspended or terminated pursuant to Article VIII prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of the Agency and upon written agreement of the Provider, for \_\_\_\_\_ additional, \_\_\_\_\_ year terms not to exceed \_\_\_\_\_ years. Notice of Agency's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal [RFP] allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.)

### **Article III. ORDER OF PRECEDENCE**

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit I: Scope of Work; then
- B. Exhibit II: Request for Proposals (if applicable); then
- C. Exhibit III: Provider's Proposals (if applicable); then
- D. Exhibit IV: Title IV-E Schedule A Rate Information.

### **Article IV. DEFINITIONS GOVERNING THIS AGREEMENT**

The following definitions govern this Agreement:

- A. Agreement means this Agreement, attachments and exhibits thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. Child(ren) means any person under eighteen years of age or a mentally or physically handicapped person under twenty-one years of age in the Agency's custody and under the care of the Provider for the provision of placement services.
- D. All other definitions to be resolved through Federal Regulations, Ohio Administrative Code [\(OAC\) 5101:2-1-01](#) and any related cross-references.

### **Article V. PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the Case Plan and ICCA including participation in case reviews and / or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider. Parties shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- B. Provider agrees to provide services agreed to in the Case Plan and ICCA (i.e., transportation of children for routine services, including, but not limited to, court hearings, medical appointments, school therapy, recreational activities, visitations/family visits) unless otherwise negotiated in writing as an attachment to this Agreement. Any disputes involving services or placement will be resolved through mutual-agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process. The cost of providing these services is to be included in the Agency approved per diem.
- C. Provider agrees to ensure that any and all persons who may act as alternative caregivers or who have contact with the children are suitable for interaction pursuant to all applicable federal, state and local laws and regulations.
- D. Provider agrees that all caregivers must be approved by the Agency.
- E. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. If Monthly Progress Reports are not received within 90 calendar days following the month of service provision, payment may be withheld at the Agency's discretion.

1. Monthly Progress Reports shall be submitted by the 20th of the month following the month of service.
  2. The Monthly Progress Report will include the following medical related information:
    - a. Service type (i.e. medical, dental, vision, etc.);
    - b. Date(s) of service;
    - c. Reason for visit (i.e. routine, injury, etc.);
    - d. Practitioner name, address and contact number;
    - e. Name of hospital, practice, urgent care, etc.;
    - f. Prescribed medications and dosages;
    - g. Date(s) medication(s) were prescribed or changed; and
    - h. Changes to medications.
- F. Placement changes, emergency or non-emergency, shall occur only with the approval of the Agency. The following information shall be provided to the Agency for all placement changes: Name, address and phone number of the new foster home or other out-of-home care setting, the license/home study of the new care provider within 24 hours, excluding weekends and holidays.
- G. Provider agrees to notify all Agencies who have children placed in the same caregiver's home/group home/CRC when any child residing in the placement is critically injured or dies in that location. Notification will be made to the Agencies' Child Abuse/Neglect Hotline number or assigned Caseworker immediately.
- H. Notification to the Agency of Emergency Critical Incidents shall occur ASAP but no later than one hour of the incident becoming known. Notification will be made to the Agency via the Agency's Child Abuse/Neglect Hotline or assigned Caseworker or by other established system. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified programs ([ODJFS 5101:2-7-14](#), [5101:2-9-23](#), [ODMHAS 5122-30-16](#), [5122-26-13](#), [OAC 5123-17-02](#)).

Emergency situations include but are not limited to the following:

1. Absent Without Leave (AWOL);
  2. Child Alleging Physical or Sexual Abuse / Neglect;
  3. Death of Child;
  4. Illicit drug/alcohol use; Abuse of medication or toxic substance;
  5. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital;
  6. Perpetrator of Delinquent/Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors);
  7. School Expulsion / Suspension (formal action by school);
  8. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER);
  9. Victim of assault, neglect, physical or sexual abuse; and
  10. The filing of any law enforcement report involving the child.
- I. The Provider also agrees to notify the Agency within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
1. When physical restraint is used/applied; and
  2. Medication lapses or errors.

Notification will be made to the Agency via the Agency's Child Abuse Neglect Hotline / assigned Caseworker or by other established notification system.

- J. Documentation of the emergency and non-emergency incidents as identified in "H and I" above shall be provided to the Agency via email, fax or other established notification system within 24 hours excluding weekends and holidays.
- K. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the 30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community-based school or vocational/job skills training, community service activities, independent living skills if age 14 or older, monitoring and supporting community adjustment.
- L. The Provider agrees to participate in joint planning with the Agency regarding modification to case plan services. Provider agrees that while the Provider may have input into the development of the child's case plan services and

the ICCA, any disputes involving services or placement will be resolved through mutual agreement and modification to the ICCA. Provider agrees the Agency is the final authority in the process.

- M. The Provider shall participate in a Placement Preservation meeting if requested by the Agency prior to issuing a notice of removal of a child. A placement Preservation meeting shall be held within seven (7) business days of said request. Unless otherwise mutually agreed upon a minimum of thirty (30) calendar days' notice shall be given if placement preservation is unable to be achieved. A Discharge Plan Summary shall be provided no later than fifteen (15) calendar days after the date of discharge in accordance with the applicable licensed or certified program. ([OAC 5101:2-5-17](#), [OAC 5122-30-22](#), [OAC 5122-30-04](#), [OAC 5123:2-3-05](#)).
- N. The Provider shall work in cooperation and collaboration with the Agency to provide information for each child's Lifebook and will fully comply with the provision of [OAC 5101:2-42-67](#) as applicable to private Providers. Provider's contribution to the Agency Lifebook for a child shall be for the episode of care with the Provider.
- O. The Provider agrees to provide Independent Living Services as set forth in accordance with [OAC 5101:2-42-19](#) for all children age 14 and above.
- P. When applicable, due to the Provider being part of a managed care agreement as defined in [OAC 5101:2-1-01](#), the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- Q. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report to Agency in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- R. Provider agrees that the reasonable and prudent parent standard training required by SEC. 471. [42 U.S.C. 671] of the Social Security Act and in accordance to [OAC 5101:2-5-33](#), [OAC 5101:2-9-02](#) or [OAC 5101:2-9-03](#) has been completed.
- S. The Provider shall notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty-five (45) business days prior to the occurrence.
- T. The Provider agrees that the Agency shall have access to foster parent home studies and re-certifications for foster parents caring for children in placement, subject to confidentiality considerations. The Provider shall submit to Agency a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify Agency within twenty-four (24) hours of any change in the status of the foster home license.
- U. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the Agency when the investigation is complete.
- V. The Provider agrees to notify the Agency of scheduling no less than fourteen (14) calendar days prior to all formal meetings (i.e. FTMs, Treatment Team Meetings, IEPs, etc.).
- W. The Provider agrees to adhere to the following Medical/Medication guidelines:
  - 1. To provide over-the-counter medications and/or supplies as part of the per diem of care;
  - 2. To comply with the medical consent process as identified by Agency;
  - 3. Only the Agency can give permission for the administering or change (addition or elimination) of psychotropic medication and its ongoing management; and
  - 4. Provide an initial placement medical screening within 72 hours of child's placement into a placement resource under the Provider's operation and/or oversight.
- X. To arrange for required health care/medical examinations within time frames required by [OAC 5101:2-42-66.1](#) and provide reports from the health care providers to the agency within 30 days of occurrence if the appropriate releases of information have been obtained by the Provider.
- Y. The Network Provider agrees to notify the Agency if placement resource is currently under investigation for license violations or misconduct toward children or other third-party investigation.
- Z. The Provider will immediately notify the Agency:



1. If the Provider is out of compliance with any licensing authority rules or the placement resource is under investigation for license violations or misconduct toward children. Immediately is defined as within one hour of knowledge of the non-compliance issue.
2. Child Abuse/Neglect Hotline or assigned Caseworker of any allegations of abuse or neglect made against the Caregiver within one hour of gaining knowledge of the allegation.
3. Of any corrective action and the result of the correction action plan. The Provider will submit a comprehensive written report to the agency within sixty (60) days of the rules violation.
4. Within twenty-four (24) hours any time there is an event which would impact the placement resource license.

See Attachment 2 for additional details.

## **Article VI. AGENCY RESPONSIBILITIES**

- A. Agency certifies that it will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any Agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color, national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color, or national origin of the adoptive or foster parent or of the child involved.
- B. The Agency shall provide to the Provider within thirty (30) calendar days of placement or within a reasonable time thereafter as agreed to by the parties, a copy of each child's social history, medical history, and Medicaid card once obtained by the Agency for new cases, or at time of placement for existing cases. Agency shall make best efforts to share information timely regarding participants and contact information involved with planning efforts related to children and families.
- C. The Agency acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. Agency and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- D. Agency agrees to visit with the child in accordance with rule [OAC 5101:2-42-65](#) of the Ohio Administrative Code.
- E. Agency agrees to participate in periodic meetings with each child's treatment team for case treatment plan development, review, and revision. The Agency agrees to participate in the development of the treatment plan of each child placed with the Provider by the Agency.
- F. Agency certifies that it will comply with Every Student Succeeds Act (34 CFR part 200) and will work with local school districts in developing individualized plans to address the transportation needed for a child to remain in the school of origin. Agency agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. The Agency agrees to work with the Provider for the timely enrollment of the child in the receiving school district. The Agency has the final responsibility to obtain the child's school records and to enroll the child in the receiving school district.
- G. The Agency shall provide an opportunity for the Provider to give input in the development, substantive Addendum or modification of case plans. The Agency agrees to notify the Provider of scheduling no less than seven (7) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- H. The Agency shall participate in a Placement Preservation meeting if requested by the Provider prior to issuing a notice of removal of a child. The Agency shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- I. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- J. The Agency represents:
  1. It has adequate funds to meet its obligations under this Agreement; subject to the availability of funds as referenced in Article VIII (I);
  2. It intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it

3. will not have sufficient funds to enable it to make all payments due hereunder during such period; and It will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.
- K. The Agency will provide information about the child being referred for placement in accordance with [OAC 5101:2-42-90](#). Prior to a child's placement in alternative care or respite, [OAC 5101:2-42-90 \(D\)](#) requires the Agency to share with care givers information that could impact the health, safety, or well-being of the child or others in the home.

## Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement and shall include:
  1. Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
  2. Billing date and the billing period.
  3. Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
  4. Admission date and discharge date, if available.
  5. Agreed upon per diem for maintenance and the agreed per diem administration; and
  6. Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the Agency and Provider:
    - a. Case Management; allowable administration cost;
    - b. Transportation, allowable maintenance cost;
    - c. Transportation; allowable administration cost;
    - d. Other Direct Services; allowable maintenance cost;
    - e. Behavioral health care; non-reimbursable cost; and
    - f. Other costs - (any other cost the Title IV-E Agency has agreed to participate in); non-allowable/non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

## Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. The maximum amount payable pursuant to this contract is **\$500,000.00**.
- B. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- C. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, the Agency may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Attachments/Exhibits of this Agreement.
- D. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- E. If the plan as determined by the Agency is to return the child to placement with the Provider, the Agency may

agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.

- F. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of Agency. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third-party payer for medical services rendered to children in agency custody. Agency will not pay for the provision of any medical services to children in agency custody unless the agency Executive Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.
- G. The Agency agrees to pay the Provider for all services agreed to on Schedule A and in the Attachments/Exhibits to this Agreement, where applicable, that have been provided and documented in the child's case file. Agency shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt.
- H. In the event of a disagreement regarding payment, Agency shall withhold payment only for that portion of the placement with which it disagrees. Agency will use best efforts to notify the Provider of any invoice discrepancies. Agency and Provider will make every effort to resolve payment discrepancies within 60 calendar days. Payment discrepancies brought to the Agency after 60 days will be reviewed on a case by case basis.
- I. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of the Agency, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, the Agency reserves the right to exercise one of the following alternatives:
  - 1. Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
  - 2. Issue a notice of intent to terminate the Agreement.

The Agency will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to the Agency in the event either of these provisions is exercised. The Agency shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

See Attachment 3 for additional details.

## **Article IX. TERMINATION; BREACH AND DEFAULT**

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either the Agency or the Provider upon written notification given no less than sixty (60) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, Agency may consider Provider in default. Agency agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to Agency to cure such default. Agency is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or Agency disapproves such plan, Agency has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then Agency may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination, the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize

costs, and furnish a report as of the date of discharge of the last child describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require. The Agency agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and Agency agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.

- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by the Agency based on the per diem set forth in Article VIII. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for costs incurred by the Provider after the effective termination date of the discharge of the last child.
- E. Notwithstanding the above, Agency may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider under the following circumstances:
  - 1. Improper or inappropriate activities;
  - 2. Loss of required licenses;
  - 3. Actions, inactions or behaviors that may result in harm, injury or neglect of a child;
  - 4. Unethical business practices or procedures; and
  - 5. Any other event that Agency deems harmful to the well-being of a child; or
  - 6. Loss of funding as set forth in Article VIII.
- F. If the Agreement is terminated by Agency due to breach or default of any of the provisions, obligations, or duties embodied therein by the Provider, Agency may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies the Agency may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

## **Article X. RECORDS RETENTION, CONFIDENTIALITY AND DATA SECURITY REQUIREMENTS**

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
  - 1. All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all Deliverables, as defined in Article XXIX, submitted to the Agency pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
  - 2. If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
  - 3. All records referred to in Section A 1) of this Article shall be available for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to the Agency and the confidentiality of children and families. Provider understands access to the identities of any Agency's child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying

information on child(ren) served will be released for research or other publication without the express written consent of the Agency. Provider agrees that the use or disclosure of information concerning the child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all the children's and families' documentation is protected and maintained in a secure and safe manner.

- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about, and generated under, this Agreement may fall within the public domain, the Provider shall not release information about, or related to, this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the Agency, unless the Provider is required to release requested information by law. Agency reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, Deliverables, as defined in Article XXIX, and results obtained under the Agreement. Except where Agency approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents the Agency may provide to the Provider to fulfill the Agreement scope of work, Deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, the Provider agrees to notify the Agency in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. Client data must be protected and maintained in a secure and safe manner whether located in Provider's facilities, stored in the Cloud, or used on mobile devices outside Provider's facility. Security of Provider's network, data storage, and mobile devices must conform to generally recognized industry standards and best practices. Maintenance of a secure processing environment includes, but is not limited to, network firewall provisioning, intrusion detection, antivirus protection, regular third-party vulnerability assessments, and the timely application of patches, fixes and updates to operating systems and applications.
- H. Provider agrees that it has implemented and shall maintain during the term of this Agreement the highest standard of administrative, technical, and physical safeguards and controls to:
  - 1. Ensure the security and confidentiality of data;
  - 2. Protect against any anticipated security threats or hazards to the security or integrity of data; and
  - 3. Protect against unauthorized access to or use of data. Such measures shall include at a minimum:
    - a. Access controls on information systems, including controls to authenticate and permit access to data only to authorized individuals and controls to prevent Provider employees from providing data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise);
    - b. Firewall protection;
    - c. Encryption of electronic data while in transit from Provider networks to external networks;
    - d. Measures to store in a secure fashion all data which shall include multiple levels of authentication;
    - e. Measures to ensure that data shall not be altered or corrupted without the prior written consent of the Agency;
    - f. Measures to protect against destruction, loss or damage of data due to potential environmental hazards, such as fire and water damage.
- I. Immediately upon discovery of a confirmed or suspected breach involving data, Provider will notify Agency no later than twenty-four (24) hours after Provider knows or reasonably suspects a breach has or may have occurred. Provider shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Agency in all reasonable and lawful efforts to prevent, mitigate or rectify such data breach. In the event of a suspected breach, Provider shall keep the Agency informed of the progress of its investigation until the uncertainty is resolved.
- J. In the event the Provider does not carry the appropriate cyber security insurance to cover a security breach, the

Provider shall reimburse the Agency for actual costs incurred, including, but not limited to, providing clients affected by a security breach with notice of the breach, and/or complimentary access for credit monitoring services, which the Agency deems necessary to protect such affected client.

- K. In the event the Agency discontinues operation, all child records for residential or any other placement settings shall be provided to the custodial agency. If the setting is licensed by ODJFS, licensing records shall be sent to:

ODJFS  
ATTN: Licensing  
P.O. Box 183204  
Columbus, OH 43218-3204

## **Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with [ORC 2151.86](#), [ORC 5103.0328](#), [ORC 5103.0319](#) and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers and interns who are involved in the care for a child. Provider is responsible for any penalties, financial or otherwise, that may accrue because of noncompliance with this provision.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
1. Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to the Agency prior to the signing of the Agreement.
  2. Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to the Agency within five (5) business days.
  3. Provider shall immediately notify the Agency of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with [OAC 5101:9-2-01](#) and [OAC 5101:9-2-05\(A\)\(4\)](#), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the

extent Provider provides assistance to an LEP Child through the use of an oral or written translator or interpretation services in compliance with this requirement, the LEP Child shall not be required to pay for such assistance.

- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Multiethnic Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities, [OAC 5101:9-4-07](#) and [OAC 5101:2-47-23.1](#).

## **Article XII. INDEPENDENT CONTRACTOR**

- A. The Provider and the Agency agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and the Agency agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or Deliverables rendered hereunder.
- C. The Provider and the Agency agree that no person and/or entities entering into this Agreement, nor any individual employed by any person or entity entering in to this Agreement, are public employees for purposes of contributions to Ohio Public Employees Retirement system by virtue of any work performed or services rendered in accordance with this Agreement.

## **Article XIII. AUDITS AND OTHER FINANCIAL MATTERS**

- A. Provider agrees to submit to Agency a copy of the independent audit it receives in accordance with [ORC 5103.0323](#).
- B. Upon request from the Agency, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in [OAC 5101:2-47-26.2](#) to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with [OAC 5101:2-47-26.2](#). The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with [ORC 5101.11](#), [ORC 5101.14](#), and [OAC 5101:2-47-01](#).
- E. Upon request from the Agency, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost

principles set forth in the following OAC Sections and publications:

1. [OAC 5101:2-47-11](#): "Reimbursement for Title IV-E foster care maintenance (FCM) costs for children's residential centers (CRC), group homes, maternity homes, residential parenting facilities, private foster homes, and substance use disorder (SUD) residential facilities".
2. [OAC 5101:2-47-26.1](#): "Public child services agencies (PCSA), private child placing agencies (PCPA), private noncustodial agencies (PNA), residential care facilities, substance use disorder (SUD) residential facilities: Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements";
3. [OAC 5101:2-47-26.2](#): "Cost Report Agreed Upon Procedures Engagement".
4. JFS 02911 Single Cost Report Instructions.
5. For Private Agencies: 2 CFR part 230, Cost Principles for Non-Profit Organizations.
6. For Public Agencies: 2 CFR part 225, Cost Principles for State, Local and Indian Tribal Government.
7. 2 CFR part 200.501, Audit Requirements.

#### **Article XIV. GRIEVANCE/DISPUTE RESOLUTION PROCESS**

In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:

1. The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee of the Agency and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between the Agency and the Provider shall attempt to resolve the dispute.
2. If the parties are unable to resolve the dispute in (1 business day), the highest official or designee of the Agency shall make the final determination within twenty (20) business days, which will be non-binding.
3. Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in or completing this process.

#### **Article XV. ATTACHMENTS/ADDENDA**

This Agreement, Attachments, and all Exhibits hereto constitutes the entire Agreement and may be amended only with a written Addendum signed by both parties; however, it is agreed by the parties that any Addenda to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written Addenda. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written Addendum signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written Addendum to this Agreement is prospective in nature.

#### **Article XVI. NOTICE**

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to Agency, to  
Fairfield County Department of Job and Family Services  
239 W Main St  
Lancaster, OH 43130

if to Provider, to  
Youth Advocate Services  
2323 W 5th Ave 150  
Columbus, OH 43204

#### **Article XVII. CONSTRUCTION**

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should



any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

## **Article XVIII. NO ASSURANCES**

- A. Provider acknowledges that, by entering into this Agreement, Agency is not making any guarantees or other assurances as to the extent, if any, that Agency shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.
- B. This Agreement, Attachments, and all Exhibits embodies the entire agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by both the parties.

## **Article XIX. CONFLICT OF INTEREST**

- A. Provider agrees that the Provider, its officers, members and employees currently have no, nor will they acquire any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to the Agency. If any such conflict of interest develops, the Provider agrees that the person with the incompatible, conflicting, or compromising personal or professional interest will not participate in any activities related to this Agreement.
- B. Provider agrees: (1) to refrain from promising or giving to Agency employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with [ORC 102.03](#), [ORC 102.04](#), [ORC 2921.42](#), [ORC 2921.43](#).
- C. The Provider further agrees that there is no financial interest involved on the part of the Agency or the respective county authority(ies) governing the agency. The Provider has no knowledge of any situation which would be a conflict of interest. It is understood that a conflict of interest occurs when an Agency employee or county official will gain financially or receive personal favors as a result of signing or implementation of this agreement. The Provider will report the discovery of any potential conflict of interest to the Agency. Should a conflict of interest be discovered during the term of this agreement, the Agency may exercise any right under the agreement, including termination of the agreement.

## **Article XX. INSURANCE**

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

1. Additional insured endorsement;
2. Product liability;
3. Blanket contractual liability;
4. Broad form property damage;
5. Severability of interests;
6. Personal injury; and
7. Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least One Million Dollars (\$1,000,000.00) combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to Agency consumers), "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least One Million Dollars (\$1,000,000.00) per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
1. Additional insured endorsement;
  2. Pay on behalf of wording;
  3. Concurrency of effective dates with primary;
  4. Blanket contractual liability;
  5. Punitive damages coverage (where not prohibited by law);
  6. Aggregates: apply where applicable in primary;
  7. Care, custody and control – follow form primary; and
  8. Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by ORC.
- F. The Provider further agrees with the following provisions:
1. All policies, except workers' compensation and professional liability, will endorse as additional insured the Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
  2. The insurance endorsement forms and the certificate of insurance forms will be sent to the Agency Director or Designee. The forms must state the following: "Board of County Commissioners, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
  3. Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the Agency Director or Designee.
  4. Provider shall furnish the Agency with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by the Agency

before the Agreement commences. The Agency reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

5. Failure of the Agency to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Agency to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
6. Provider shall declare any self-insured retention to the Agency pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory to the Agency guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
7. If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage, which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of the Agency.
8. Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and the Agency. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
9. Provider, the County, and the Agency agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
10. Provider's insurance coverage shall be primary insurance with respect to the County, the Agency, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or the Agency shall be excess of Provider's insurance and shall not contribute to it.
11. If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.
12. If the Agreement provider is a government entity, insurance requirements will be fulfilled under the County Risk Sharing Authority (CORSA).

## **Article XXI. INDEMNIFICATION & HOLD HARMLESS**

- A. To the fullest extent permitted by, and in compliance with, applicable law, Provider agrees to protect, defend, indemnify and hold harmless the Agency and the Board of County Commissioners, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.
- B. Each Party agrees to be responsible for any personal injury or property damage caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree in writing.
- C. This Article is not applicable to Agreements between governmental entities.

## **Article XXII. SCREENING AND SELECTION**

A. Criminal Record Check

1. Provider warrants and represents it will comply with Article X as it relates to criminal record checks. Provider shall insure that every individual subject to a Bureau of Criminal Investigation (BCI) criminal records check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
2. Provider shall not assign any individual to work with or transport children until a BCI report and a criminal record transcript has been obtained.
3. Except as provided in Section C below, Provider shall not utilize an employee, foster caregiver or all of the above who has been convicted or plead guilty to any violations contained in [ORC 5153.111\(B\)\(1\)](#), [ORC 2919.24](#), and [ORC 2151.86](#), and [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9, 5101:2-48](#).
4. Provider agrees to be financially responsible for any of the following requirements in [OAC Chapters 5101:2-5, 5101:2-7, 5101:2-9 and 5101:2-48](#) resulting in financial penalty due to lack of compliance with the criminal records checks.

B. Transportation of Child

1. The caregiver shall ensure the transportation of children in care will be reliable, legal and safe transportation with safety restraints, as appropriate for the child, and must be in compliance with applicable local, state and Federal transportation laws:
  - a. Maintenance of a current valid driver's license and vehicle insurance.
  - b. All children being transported by Provider must follow Ohio's Child Passenger Safety Law as defined in [ORC 4511.81](#).
  - c. No child that is a passenger and is required to have a seat restraint can be transported by said provider until these requirements are met.
2. In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
  - a. The individual has a condition which would affect safe operation of a motor vehicle;
  - b. The individual has six (6) or more points on his/her driver's license; or
  - c. The individual has been convicted of, or pleaded guilty to, a violation of section [4511.19](#) (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

1. Notwithstanding the above, Provider may make a request to the Agency to utilize an individual if Provider believes the individual has met the rehabilitative standards of [OAC 5101:2-07-02\(l\)](#), as follows:
  - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of [OAC 5101:2-7-02](#) have been met.
  - b. If the Provider is seeking rehabilitation for any other individual serving Agency children, Provider must provide written verification from the individual that the rehabilitative conditions in accordance with [OAC 5101:2-5-09](#) have been met.
2. The Agency shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is the Agency's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

### **Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT**

Agency prohibits the use of corporal or degrading punishment against children served by Agency and must comply with requirements in [OAC 5101:2-7-09](#), [OAC 5101:2-9-21](#), and [OAC 5101:2-9-22](#)

### **Article XXIV. FINDINGS FOR RECOVERY**

[ORC 9.24](#) prohibits public agencies from awarding an Agreement for goods, services, or construction paid for in whole or in part from federal, state and local funds, to an entity against whom a finding for recovery has been issued if the finding is unresolved. By entering into this Agreement, Provider warrants and represents that they do not have an unresolved finding for recovery. Provider shall notify the Agency within ten (10) business days of its notification should the Provider be issued such finding by the Auditor of the State.

### **Article XXV. PUBLIC RECORDS**

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, the Agency shall make available the Agreement and all public records generated as a result of this Agreement.

### **Article XXVI. CHILD SUPPORT ENFORCEMENT**

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in [ORC Chapters 3119, 3121, 3123](#), and [3125](#).

### **Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY**

After award of an Agreement, and prior to the time the Agreement is entered into, the successful Provider shall submit a statement in accordance with [ORC 5719.042](#). Such statement shall affirm under oath that the person with whom the Agreement is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the Agreement, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

### **Article XXVIII. SUBCONTRACTING AND DELEGATION**

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

### **Article XXIX. PROPERTY OF AGENCY**

The Deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of

the Deliverables are deemed not to be a "work made for hire", or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to, and by executing this Agreement hereby does, assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

### **Article XXX. SEVERABILITY**

If any term of this Agreement or its application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

### **Article XXXI. NO ADDITIONAL WAIVER IMPLIED**

If the Agency or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder, nor a waiver of a subsequent breach of the same provision or condition. Waivers shall not be effective unless in writing.

### **Article XXXII. COUNTERPARTS**

This Agreement may be executed as an original document only, or simultaneously in two or more counterparts, each of which shall be deemed an original, and each of these counterparts shall constitute one and the same instrument. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. An electronic signature or a scanned or otherwise reproduced signature shall be a binding signature and carry the same legal force as the original.

### **Article XXXIII. APPLICABLE LAW AND VENUE**

This Agreement and any modifications, Attachments, Exhibits, Addenda, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to this agreement will be filed in the Ohio courts, and Ohio law as well as Federal law will apply.

## ATTACHMENT

### Attachment One.

**Reason:** Article

**Section:** Article I - Scope of Placement Services

**Detail:**

Article I

SECTIONS 1.02 & 1.03, References to Exhibit I

Article I, Item A ('Scope of Placement Services') will serve as Exhibit I.

### Attachment Two.

**Reason:** Article

**Section:** Article V - Provider Responsibilities

**Detail:** Article V

ITEM A

Provider is responsible for ensuring transportation services are in place for all case-related activities and routine needs. If extenuating circumstances exist and provider is not able to utilize its own resources to ensure coverage, Provider must notify Agency in advance of the transportation need, and coordinate with Agency to arrange needed transportation. Provider should bring any extraordinary travel needs to the attention of Agency so both parties can ensure proper coverage and explore potential compensation for needed transportation services.

ITEM B

Progress reports, demonstration completion of monthly activities as required by Ohio Administrative Code, will be submitted on a monthly basis, by no later than the 20th calendar day of the following month.

ITEMS D, E, & F

After-Hours/On-Call Process

Provider shall notify Agency of any items identified in Article V, according to the following options:

For calls during business hours (Monday through Friday, from 8:00 a.m. to 4:00 p.m., excluding holidays), Provider shall call (740) 652-7854 and inform the operator of the need to urgently speak to casework staff.

For calls outside of business hours, Provider shall call (740)808-0009 or (740)808-0982 in order to notify Agency's On-Call staff member of the urgent situation.

Insert new item - ITEM S

Provider will ensure access to Normalcy activities, based upon the developmental, social, and emotional functioning of each child placement.

Insert new item - ITEM T

All Provider staff, and foster caregivers when applicable, should seek and receive prior authorization from Agency for any type of non-routine medical care or medication needs. This includes, but is not limited to: major medical treatment, medical procedures, surgery, implementation of or change in psychotropic medications, and any other medical intervention that carries a high risk of side effects, impairment, or harm. Routine well visits and treatment for typical childhood illnesses will not require such prior authorization.

In the event of an emergency, the child should be taken to the nearest medical facility for prompt treatment. As soon as possible, Agency shall be contacted, according to the process outlined in the addendum to Article V.

### Attachment Three.

**Reason:** Article

**Section:** Article VIII - Reimbursement for Placement Services

**Detail:** Article VIII

ITEM B

Agency agrees to pay Provider on the basis of a daily per diem (identified in Schedule A of this agreement) for the placement for each child, as identified by each child's current Level of Care (LOC). The LOC will be agreed upon at the time of placement. The Agency and Provider may request a re-evaluation of the child's LOC at any time in order to best meet the child's identified needs.

#### ITEM D

Agency agrees to provide a one-time initial clothing authorization of up to \$150.00 for children ten and under and up to \$250.00 for children over the age of ten. If the child is under ten and wearing adult sizes, the authorization will be for \$250.00. Any purchases beyond this must be due to extenuating circumstances and approved in writing, in advance of the purchase. Routine clothing needs are considered part of maintenance and will not be paid or reimbursed by Agency.

#### ITEM E

If a child goes on any form of unpaid leave and is reasonably expected to return to the same placement, Agency may pay for up to seven (7) consecutive nights of leave. In order for Agency to pay for such leave, Provider (including foster parents, if applicable) must agree to remain available for regular services and needed support during such leave. Leave beyond seven (7) days will not be paid unless extenuating circumstances exist, and both Agency and Provider agree to payment terms in advance, in writing.

Regardless of length, Agency will not pay Provider for any leave during which payment is being made to another provider, nor for leave where the child is in a paid or unpaid alternative placement outside of Provider's network due to a lack of placement availability with Provider. Any deviation from this must be agreed to in advance, in writing, by both Agency and Provider.

#### Item F

##### Medicaid/Insurance

Upon receipt of formal documentation, FCCPS will submit to Service Provider Medicaid/insurance numbers for children in FCCPS custody, as applicable. The service provider is required to utilize Medicaid-approved healthcare providers in the appropriate managed care network for the provision of mental health, dental and/or medical services (hereafter referred to collectively as "medical services") to children in the custody of FCCPS. The Service Provider will report applicable Medicaid/insurance information to the healthcare providers and instruct healthcare providers to seek payment from Medicaid or any other available third party payor for medical services rendered to children in FCCPS custody. FCCPS will not pay for the provision of any medical services to children in FCCPS custody unless the FCCPS Deputy Director or authorized designee has provided specific prior written authorization for such medical services and associated costs.

In situations where the Service Provider does not possess a Medicaid/insurance number or other information required to bill an alternative source for services provided to children in the custody of FCCPS, the Service Provider must take the following actions.

A. The Service Provider will contact the Finance Department at (740)652-7889 for assistance with resolving Medicaid/insurance number issues.

B. Within thirty (30) days if an invoice from a healthcare provider for services rendered to a child in FCCPS custody, the Service Provider should forward the invoice to the FCCPS Finance Department at: Fairfield County Job and Family Services-Protective Services, 239 West Main St., Lancaster, OH 43130 or fax such invoice to the FCCPS Finance Department at (740)-687-7070. Failure to forward this invoice to FCCPS within thirty (30) days will constitute a waiver of any claim against FCCPS for payment of the invoice. If the Service Provider receives additional notices regarding the invoice, the Service Provider must contact the FCCPS Finance Department at (740)-652-7889 to confirm that FCCPS received the initial invoice and to obtain the status of payment arrangements. The Service Provider SHALL NOT pay the invoice and expect or request reimbursement from FCCPS without the prior written approval of FCCPS.

C. If a child who is in custody of FCCPS requires pharmaceutical supplies, Service Provider must obtain the supplies from a pharmacy that accepts Medicaid/insurance payments.

#### ITEM G



In any instance where payment cannot be made within 30 days, Agency will make every effort to ensure Provider is paid within 45 days, and is made aware in advance if this is not possible.

FCCPS retains the right to recoup funds from the Service Provider upon the determination that third party funds are duplicative (in the aggregate) of FCCPS payments to the Service Provider, or in the event that the Service Provider fails to properly credit any and all such third party payments. Relative to recouping funds, FCCPS may withhold from subsequent reimbursement to the Service Provider an amount equal to any un-credited or duplicate third party payments. For purposes of this paragraph, "third party" includes, but is not limited to , Medicaid and private insurance companies.

The Service Provider shall obtain and provide a written estimate for any non-routine, non-emergency, or out-of-network medical and dental expenses to FCCPS along with the written recommendation of the physician or dentist. The Service Provider is not permitted to deliver or authorize any health/dental care or treatment services (including, but not limited to, mental health services), without the prior written consent of the FCCPS Deputy Director or authorized designee (see Consent for Medical Treatment letter).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the signature of the parties.

**SIGNATURES OF PARTIES:**

**Provider: Youth Advocate Services**

Print Name & Title	Signature	Date

**Agency: Fairfield County Department of Job and Family Services**

Print Name & Title	Signature	Date

**Additional Signatures**

Print Name & Title	Signature	Date

**Title IV-E Schedule A Rate Information**

Title IV-E Schedule A Rate Information  
 Agency: Fairfield County Department of Job and Family Services  
 Provider / ID: Youth Advocate Services / 24311

Run Date: 12/28/2023  
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Intermediate Program - Exceptional 1 (30200)-FFH	391693			\$49.85	\$52.00							\$101.85	01/01/2024	12/31/2024
Intermediate Program - Exceptional 1 (30200)-FFH	391693			\$74.85	\$52.00							\$126.85	01/01/2024	12/31/2024
Intermediate Program - Exceptional 1 (30200)-FFH	391693			\$93.85	\$52.00							\$145.85	01/01/2024	12/31/2024
Intermediate Program - Exceptional 2 (30201)-FFH	391694			\$73.03	\$73.00							\$146.03	01/01/2024	12/31/2024
Intermediate Program - Exceptional 2 (30201)-FFH	391694			\$98.03	\$73.00							\$171.03	01/01/2024	12/31/2024
Intermediate Program - Exceptional 2 (30201)-FFH	391694			\$117.03	\$73.00							\$190.03	01/01/2024	12/31/2024

**Title IV-E Schedule A Rate Information**

Title IV-E Schedule A Rate Information  
 Agency: Fairfield County Department of Job and Family Services  
 Provider / ID: Youth Advocate Services / 24311

Run Date: 12/28/2023  
 Contract Period: 01/01/2024 - 12/31/2024

Service Description	Service ID	Person	Person ID	Maintenance Per Diem	Administration Per Diem	Case Management Per Diem	Transportation / Administration Per Diem	Transportation / Maintenance Per Diem	Other Direct Services Per Diem	Behavioral Healthcare Per Diem	Other Per Diem Cost	Total Per Diem Cost	Cost Begin Date	Cost End Date
Intermediate Program - Special (30199)-FFH	391690			\$43.23	\$48.00							\$91.23	01/01/2024	12/31/2024
Intermediate Program - Special (30199)-FFH	391690			\$68.23	\$48.00							\$116.23	01/01/2024	12/31/2024
Intermediate Program - Special (30199)-FFH	391690			\$87.23	\$48.00							\$135.23	01/01/2024	12/31/2024
Intermediate Program - Traditional (30045)-FFH	391689			\$33.47	\$27.00							\$60.47	01/01/2024	12/31/2024
Intermediate Program - Traditional (30045)-FFH	391689			\$58.47	\$27.00							\$85.47	01/01/2024	12/31/2024
Intermediate Program - Traditional (30045)-FFH	391689			\$77.47	\$27.00							\$104.47	01/01/2024	12/31/2024



**A Contract regarding Youth Advocate Services between Job and Family Services and**

Approved on 1/24/2024 4:37:09 PM by Sarah Fortner, Deputy Director

Sarah Fortner  
Deputy Director

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Approved on 1/25/2024 8:44:10 AM by Corey Clark, Director of Fairfield County Job & Family Services

Corey Clark, Director  
Fairfield County Job & Family Services

**01.2018**

**COST ANALYSIS:**

**For foster care placement, network providers have Title IV-E reimbursement ceilings, and Fairfield County rates have typically been below the state negotiated ceilings. Historically, the traditional, daily rate is less than \$225.**

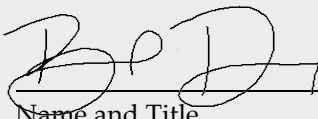
**The review and evaluation of the separate cost elements and proposed profit would include an evaluation of special considerations and special needs, as there are cases which would be reviewed independently based on extraordinary factors. If the rate was more than \$225 per day, it is expected that there would be extraordinary, case specific needs, knowing what we know about the market in our area.**

# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by the Ohio Revised Code, by selecting one of the boxes below.

- A.  Goods and/or Services in excess of \$50,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$50,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$50,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$50,000
  4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Fiscal Supervisor

Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2023

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **23000355 - 11**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2023

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

Revisions: 011

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NATIONAL YOUTH ADVOCATE  
PROGRAM INC  
1801 WATERMARK DR STE 200  
COLUMBUS, OH 43215

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JOB & FAMILY SERVICES  
239 W MAIN STREET  
LANCASTER, OH 43130  
Phone: 740-652-7889

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
614-487-8758		374		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/01/2023	5231			JOB & FAMILY SERVICES
NOTES				

BOARD AND CARE

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MODIFIED: BOARD AND CARE	1.0	EACH	\$514,759.64	\$514,759.64

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$514,759.64 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/01/2023

*Carri L. Brown*

Auditor Fairfield County, OH

02/06/2024

Vendor Copy

Total Ext. Price	\$514,759.64
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

**Purchase Order Total \$514,759.64**

240





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Dec 27, 2023



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- Exact Phrase i

e.g. 1606N020Q02

"BDM Sisters Group Home" ×

"Youth Advocate Services" ×

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**Office of Auditor of State**  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,  
Organization: **Youth Advocate Services**  
Date: **12/28/2023 2:04:03 PM**

This search produced the following list of **6** possible matches:

Name/Organization	Address
Me 2 You	5453 Aspen Road
Somali American Youth	5732 Pine Tree St. W Apt. G
Somali Bantu (Youth Community of Ohio)	3823 Sullivant Avenue
Young, Rene	6874 Goshen Road
Youth Empowerment	1500 West 3rd Street
Youth for a Positive Vision	5545 North Marginal Road, Suite 518

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate  
Services

(Fairfield County Job and Family Services)

Approved as to form on 1/29/2024 10:31:46 AM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2024-02.06.f

A Resolution Authorizing the Approval of a Service Agreement by and between  
Fairfield County Job & Family Services, Child Protective Services Division and Youth Advocate  
Services

(Fairfield County Job and Family Services)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted  
upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing the approval of a service agreement by  
Fairfield County Juvenile Court and Connexion West.  
[Juvenile Court]**

**WHEREAS**, Fairfield County Juvenile Court is requesting the Board of Commissioners approval of a service contract with Connexion West with a principal office located at 625 Garfield Avenue, Lancaster, Ohio; and

**WHEREAS**, the purpose of the service agreement is for Connexion West to provide an innovative after school program focusing on empowering students through credit recovery opportunities, life skills development, social enrichment activities, and career readiness programs. The total of said contract shall not exceed the maximum amount of \$208,563.24; and

**WHEREAS**, this agreement shall be effective January 10, 2024, through December 19, 2024.

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Board of Commissioners resolve to approve the attached service agreement with Connexion West.

Prepared by: Alisha Hoffman  
cc: Juvenile Court



# ROUTING FORM FOR CONTRACTS

The undersigned designee of the County affirms that he/she has reviewed the attached contract to ensure that it complies with County's needs and previous negotiations. The undersigned designee further affirms that the County has complied with the competitive selection process, as prescribed by Ohio Revised Code 9.17, and the applicable sections as outlined on this form, by selecting the applicable boxes below.

- A.  Goods and/or Services in excess of \$75,000.00—competitively selected via an Invitation to Bid, pursuant to R.C. 307.86-307.92
- B.  Goods and/or Services in excess of \$75,000.00—competitively selected via a Request for Proposals, pursuant to R.C. 307.862
- C.  Public Improvement contracts—competitively selected pursuant to R.C. 153.08-153.12
- D.  Architect/Engineer design services for public improvements—selected through the Request for Qualifications process pursuant to R.C. 153.65-153.72
- E.  County Road Improvement/Construction—competitively selected pursuant to R.C. 5555.61
- F.  The subject matter was exempt from competitive selection for the following reason(s):
1.  Under \$75,000
  2.  State Term #: \_\_\_\_\_ (copy of State Term Contract must be attached)
  3.  ODOT Term #: \_\_\_\_\_ (See R.C. 5513.01)
  4.  Professional Services (See the list of exempted occupations/services under R.C. 307.86)
  5.  Emergency (Follow procedure under ORC 307.86(A))
  6.  Sole Source (attach documentation as to why contract is sole source)
  7.  Other: \_\_\_\_\_ (cite to authority or explain why matter is exempt from competitive bidding)
- G.  Agreement not subject to Sections A-F (explain): \_\_\_\_\_
- H.  Compliance with Fairfield County Board of Commissioners Procurement Guidelines
1.  No County employee, employee's family member, or employee's business associate has an interest in this contract OR such interest has been disclosed and reviewed by the Prosecutor's Office
  2.  No Finding for Recovery against Vendor as required under R.C. 9.24 (search via "Certified Search" on <http://ffr.ohioauditor.gov/>)
  3.  Obtained 3 quotes for purchases under \$75,000 (as applicable)
  4.  Purchase Order is included with Agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*Alisha Hoffman*

\_\_\_\_\_  
Name and Title

**\* Please note that this checklist only addresses County and statutory requirements. If a contract is paid for with state and/or federal funds, please consult with the appropriate state and/or federal agency to ensure your department is complying with any additional requirements. By submitting a request for approval, you are certifying you have addressed County, statutory, and grant requirements.\***

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

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JUVENILE COURT  
224 E MAIN STREET  
3RD FLOOR  
LANCASTER, OH 43130  
Phone: 740-652-7460

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CONNEXION WEST  
625 GARFIELD AVE  
LANCASTER, OH 43130

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JUVENILE COURT  
224 E MAIN STREET  
3RD FLOOR  
LANCASTER, OH 43130  
Phone: 740-652-7460

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **24002676 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
		2833		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/31/2024	13341			JUVENILE COURT ADMIN
NOTES				

PO Requisitioner Name : Alisha Hoffman  
E mail Address : alisha.hoffman@fairfieldcountyohio.gov

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	JUV CT AFTER SCHOOL PROGRAM - SERVICE AGREEMENT GL Account: 17100101 - 530000	1.0	EACH	\$15,000.00	\$15,000.00
GL SUMMARY					
	17100101 - 530000				\$15,000.00

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$15,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/31/2024

*Carri L. Brown*

Auditor Fairfield County, OH

02/06/2024

Purchase Order Total 250 **\$15,000.00**

For Department Use ONLY

ORIGINAL

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **24002641 - 00**

Delivery must be made within doors of specified destination.

Expiration Date: 03/15/2025

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

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CONNEXION WEST  
625 GARFIELD AVE  
LANCASTER, OH 43130

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		2793	
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	DEPARTMENT/LOCATION
01/29/2024	13341		COMMISSIONERS ADMIN
NOTES			

PO Requisitioner Name : Staci Knisley

E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

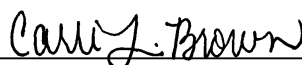
ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	ARPA funding for Juv. Court GL Account: 12287600 - 530000 - R61h	1.0	EACH	\$100,000.00	\$100,000.00
GL SUMMARY					
	12287600 - 530000 - R61h			\$100,000.00	

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$100,000.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/29/2024



Auditor Fairfield County, OH

**Purchase Order Total \$100,000.00**

02/06/2024

251

**For Department Use ONLY**

Prosecutor's Approval Page

Resolution No.

A resolution authorizing the approval of a service contract by Fairfield County Juvenile Court and Connexion West. [Juvenile Court]

(Fairfield County Juvenile/Probate Court)

Approved as to form on 2/4/2024 11:28:58 AM by Amy Brown-Thompson,



Amy Brown-Thompson  
Prosecutor's Office  
Fairfield County, Ohio

Signature Page

Resolution No. 2024-02.06.g

A Resolution Authorizing the Approval of a Service Contract by Fairfield County  
Juvenile Court and Connexion West

(Fairfield County Juvenile/Probate Court)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Baltimore Waterline Improvement Project.**

**WHEREAS,** the original contract for this project with BK Layer LLC was approved by the Commissioners on October 17, 2023 per resolution 2023-10.17.K; and

**WHEREAS,** the original contract was in the amount of \$129,613; and

**WHEREAS,** a change order #1 is necessary for additional pipe, and for additional services, as well as extending the completion date to June 1, 2024 to allow the pavement to be repaired; and

**WHEREAS,** the total CDBG grant funds awarded for this project were \$170,000; and

**WHEREAS,** the change order #1 will increase the contract price by \$8,497, and the new contract price will be \$138,110, which is within the available CDBG funding amount; and

---

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, COUNTY OF FAIRFIELD, STATE OF OHIO:**

---

**Section 1.** That the Board of Commissioners resolve to approve the proposed Change Order #1 for the CDBG PY2022 Village of Baltimore Waterline Improvement Project.

**Section 2.** This Board hereby authorizes it's President to sign change order #1 for the Baltimore Monroe Street Waterline Project.

Prepared by: Joshua Hillberry  
cc: Regional Planning Commission

REPRINT

Carri L. Brown, PhD, MBA, CGFM

Purchase Order

Fairfield County Auditor  
210 East Main Street  
Lancaster, Ohio 43130

Fiscal Year 2024

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **24002194 - 01**

Delivery must be made within doors of specified destination.

Expiration Date: 12/15/2024

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

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BK LAYER LLC  
4944 BARRON RD  
PERRYSVILLE, OH 44864

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COUNTY COMMISSIONERS  
210 E MAIN ST 3RD FLOOR  
LANCASTER, OH 43130

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
419-566-5041		2310		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
01/11/2024	13976			CDBG
NOTES				

PO Requisitioner Name : Staci Knisley

E mail Address : [staci.knisley@fairfieldcountyohio.gov](mailto:staci.knisley@fairfieldcountyohio.gov)

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	<b>MODIFIED:</b> monroe street waterline improvements cdbg ci grant FY22 GL Account: 12278812 - 570000	1.0	EACH	\$138,110.00	\$138,110.00
GL SUMMARY					
	12278812 - 570000			\$138,110.00	

Invoice Date \_\_\_/\_\_\_/\_\_\_ Invoice Amount \$ \_\_\_\_\_ To Be paid \_\_\_/\_\_\_/\_\_\_ Warrant # \_\_\_\_\_

COUNTY AUDITOR'S CERTIFICATE

It is hereby certified that the amount \$138,110.00 required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the County Treasury or in process of collection to the credit of the submitted Fund(s) free from any obligation or certification now outstanding.

Date: 01/11/2024

*Carri L. Brown*

Auditor Fairfield County, OH

Purchase Order Total **\$138,110.00**

02/06/2024

255

For Department Use ONLY

**CHANGE ORDER**

Order No. 1

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: Fairfield County – CDBG – Village of Baltimore Monroe Street  
Waterline Improvement Project

OWNER: Fairfield County

CONTRACTOR: BK Layer, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

**Justification:**

This change order addresses additional pipe needed in order to install the new water main as well as 4 additional services that were found during construction that needed tied in to the new water main. The contract dates are also being adjusted so that the pavement can be repaired in the spring of 2024.

Change to CONTRACT PRICE: \$ 0.00

Original CONTRACT PRICE: \$ 129,613.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ 129,613.00

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 8,497.00

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 138,110.00

Change to CONTRACT TIME: 155 days

The CONTRACT TIME will be (increased) (decreased) by 155 calendar days.

The date for completion of all WORK will be ~~same as original contract~~ (Date)

June 1, 2024



Recommended By:

Engineer/Architect: Mike Crane, V3 Companies, Ltd.

Signature: 

Title: Municipal Group Leader, Columbus

Accepted By:

Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

↪ County: 

↪ Signature: Fairfield County

Title: President to the Board of Commissioners

Township: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

County Change Order #1 approval: \_\_\_\_\_

Signature \_\_\_\_\_

Signature Page

Resolution No. 2024-02.06.h

A Resolution to Approve a Change Order #1 for the CDBG PY2022 Village of Baltimore Waterline Improvement Project.

(Fairfield County Regional Planning Commission)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**A resolution authorizing the approval of payment of invoices for departments that need Board of Commissioners' approval.**

**WHEREAS,** departments that need the Board of Commissioners' approval for payment of their invoices have submitted their invoices to the County Auditor; and

**WHEREAS,** the County Auditor has submitted the cash disbursement journal for payment of invoices for the check date of February 8, 2024; and

---

**NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS, FAIRFIELD COUNTY, STATE OF OHIO:**

---

**Section 1.** That the Fairfield County Board of County Commissioners approves the attached cash disbursement journal.

Prepared by: Auditor/Finance  
cc: Finance Office

**INVOICES BY DEPARTMENT**

02/08/2024 to 02/08/2024

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
<b>1270 COMM-MAINTENANCE</b>									
<b>Fund: 1001 - GENERAL FUND</b>									
5393700	02/08/2024	9856	DYNAMIX ENERGY SERVICES COMPANY LLC	3616	12/01/2023	23007414	C0206	12/1/23-11/30/28 PREPAY Energy Management software	125,000.00
<b>Fund: 3435 - PERMANENT IMPROVEMENT FUND</b>									
5393702	02/08/2024	17649	ROOFCONNECT	12/18/23-1/30/24	12/18/2023	23007686	C0206	Courthouse roof project 12/18/23-1/30/24	353,153.73
								<b>TOTAL: COMM-MAINTENANCE</b>	<b>478,153.73</b>



**INVOICES BY DEPARTMENT**

02/08/2024 to 02/08/2024

**Department**

Check #	Check Date	Vendor #	Vendor Name	Invoice #	Invoice Date	PO #	Warrant	Line Item Description	Amount
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Summary Total for this report: **\$593,382.21**

\_\_\_\_\_  
Commissioner Steven A. Davis

\_\_\_\_\_  
Commissioner Jeffrey M. Fix

\_\_\_\_\_  
Commissioner David L. Levacy

\_\_\_\_\_  
Date

Signature Page

Resolution No. 2024-02.06.i

A Resolution Authorizing the Approval of the Payment of Invoices for Departments that Need Board of Commissioners' Approval

(Fairfield County Commissioners)

This resolution has not yet been voted on.

CERTIFICATE OF CLERK

It is hereby certified that the foregoing is a true and correct transcript of a resolution acted upon by the Board of County Commissioners, Fairfield County, Ohio on the date noted above.

**HANDOUTS PROVIDED  
BY THE PUBLIC  
DURING THE  
PUBLIC COMMENT  
SECTION OF THE  
MEETING ARE  
CONTAINED  
HEREAFTER**





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 The Center Square

## Red tape closes power plants before replacements ready

By By Anthony Hennen | The Center Square, 3 days ago



(The Center Square) — Despite the key positions states like Ohio and Pennsylvania hold to solve future energy problems, shifting the power grid from coal and natural gas to wind and solar isn't as easy as flipping a switch.

A cadre of Pennsylvania legislators trekked to Columbus for a joint meeting of three House and Senate committees from the two states to be advised by energy officials on PJM, the regional power grid to which both belong.

## Comments / 0

PJM serves 65 million people across 13 states and is reforming its permitting and interconnection process — a longstanding concern that has delayed power generation projects in Pennsylvania and beyond.

Relatively speaking, PJM has done better than other regional grids: connecting a power plant into the grid takes about 38 months on average, but it can take 50 months for CAISO in California and 70 months for SPP in the Great Plains.

The problem is significant: PJM forecasts that 21% of current generation will be retired by 2030, but replacement projects aren't guaranteed. The situation raises concerns for officials about producing enough power and keeping the energy grid reliable.

"Part of the reason we've been doing this road tour is this concept of avoiding policies that push resources off the grid until a replacement quantity has been added to the grid," Haque said. "What can we do from a state/local perspective to try and add resources to the system faster?"

The status quo has worked against such an approach. Power plants aren't getting shut down due to failure or end-of-life concerns. Instead, the shutdowns follow federal rules and policy choices, he argued.

Haque flagged 2030 as when PJM expects a "pretty big drop-off in resources" due to state and federal policies. He cited EPA regulations like the "Good Neighbor" rule (dealing with air pollution in one state drifting to another), the "Coal Combustion Residuals" rule (for coal waste disposal), and Effluent Guidelines (for wastewater discharge).

## Comments / 0

Jim Robb, president and CEO of the North American Electric Reliability Corporation, echoed some of Haque's concerns.

He explained energy policy as built on a three-legged stool: accessibility and affordability for the public, reliable and secure systems, and managing the environmental footprint of power generation.

"When we overemphasize one of those legs in the stool, it's almost certainly to the detriment of the other two," Robb said. "The grid is performing better than it ever has ... at the same time, the risk in the grid is growing very, very quickly. I will describe this as a hyper-complex risk environment."

Some of the challenges Robb warned against bring benefits. The growing demand for energy, he noted, showed the reindustrialization of the country. Electric vehicles drive the electrification shift, which could bring about more reliable and secure energy sources, he said, but also means that very large load demands are showing up in places not designed for that.

Others, however, are pressing problems. Retiring older assets requires replacing them for grid stability. Increasingly extreme weather conditions, Robb said, means that the grid needs to adapt to cold snaps and heat waves that are more dramatic and last longer.

Space heating that relies on electric heat pumps, and policies that ban natural gas, cause new problems and can make consumers rely on inefficient backups like electric strip heating. And security risks have created a "toxic soup of threat environments," Robb said, both physical and virtual.

"Other than that, it's a pretty simple time to be in the sector," he said.

## Comments / 0

“We have to assume that, in order to even meet some of these decarbonization objectives, we are going to need new natural gas,” Haque said. “I don’t know that I have read anything anywhere — study wise — that says we can achieve all of these objectives without new natural gas. That’s why we’re fixated.”

Legislators warned the public against assuming the energy system will work automatically.

“Our constituents, like ourselves, have been lulled into complacency with the fact that the lights always come on,” Ohio Rep. Dick Stein, R-Norwalk, said. “This complacency tends to make all of us quick forgetters.”

The future task isn’t what past generations had to figure out.

“We’re just not producing that reserve capacity that we’ve been living on and used to having at our fingertips for the last 75 years,” Pennsylvania Sen. Gene Yaw, R-Williamsport, said. “We have a problem, and we have a serious problem. It’s not Pennsylvania’s problem or Ohio’s problem — it’s a country-wide problem that we need to face. And if we don’t, we’re on a downward spiral.”



## Comments / 122

Add a Comment



**Frank DiCenzo** 3d ago

02/06/2024

268

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**B** The Blade

## Grid operator warns of future power supply issues

By By Jim Provance / The Blade, 4 days ago



COLUMBUS — The 13-state electricity grid of which Ohio is a part remains confident it has sufficient power to meet the region’s needs for now, but on Thursday it warned that increasing demand and the slow pace of bringing new sources on line could change that outlook.

## Comments / 0

tolerant of outages.

“We still have a huge chunk of power that has already cleared processes but is not getting built,” said Asim Hague, senior vice president of grid manager PJM Interconnection and former chairman of the Public Utilities Commission of Ohio.

“That is very concerning for us because, if we’re trying to keep pace with these supply and demand fundamentals, we’re going to continue to see supply decrease and demand increase, and there will be a mismatch eventually,” he said. “When is that eventuality? Very hard to pinpoint exactly ..., but I will tell you that later in this decade we are concerned about that supply-demand mismatch.”

The joint hearing, like another held in Pittsburgh in November, focused on state policies — as well as federal policies beyond state control — that lead to the closing of coal and nuclear plants and slow the approval process for replacement sources.

As of the end of 2022, nearly 47 percent of the region’s power came from natural gas. That was followed by coal, at 24 percent; nuclear, 18 percent; and oil, 3 percent. Wind, solar, and hydro combined amounted to about 8 percent. Solar accounts for the greatest share of new sources coming online.

“Right now, the resource that keeps the lights on is natural gas,” said Jim Robb, president and CEO of the not-for-profit regulatory North America Electric Reliability Corp. “The electric grid is now the largest consumer of natural gas. ... Eventually, batteries may play that role. Eventually, small nuclear reactors might play that role. Eventually, hydrogen might play a role here. But those are a long way off.”

## Comments / 0

tension of its operating license.

The regional grid had insisted in the past that it could weather the loss of Ohio's two nuclear plants when a scandal-ridden bailout was first being discussed.

Sen. Kent Smith (D., Euclid) questioned why such groups were not sounding the reliability alarm as recently as a year ago.

"You are in a relatively fortunate position relative to the majority of the country in that you still have a very deep base and a very diverse base of generation. ...," Mr. Robb told him. "Things are definitely trending in the wrong direction for sure, but you've got one of the best positioned regions of the country for the next five years. Given that it takes 10 to 15 years to develop energy infrastructure, you've got to get on this problem now."

The Ohio Manufacturers Association, whose members are among some of the biggest users of power, suggested in advance of the hearing that PJM is overstating the risk to justify ratepayer-financed investments in grid infrastructure.

"Ohio has suffered enough from utility companies getting their way at the expense of ratepayers," OMA President Ryan Augsburger said. "More thoughtful analysis and solutions are needed to ensure that the balance of power swings back toward Ohioans and the businesses that make our state successful."

[Subscribe to The Blade](#)

WRITTEN BY [PAUL SACCA](#) ON FEB 22, 2021. POSTED IN [LATEST NEWS](#)

# New Study Warns Of The Unintended Consequences Of Massive Solar Farms

A new study finds there could be unintended consequences of constructing massive solar farms in deserts around the world.

The eye-opening research claims that huge solar farms, such as in the Sahara, could usher in environmental crises, including altering the climate and causing global warming.

The study was carried out by Zhengyao Lu, a researcher in Physical Geography at Lund University, and Benjamin Smith, director of research at the Hawkesbury Institute for the Environment at Western Sydney University. The results of their research were published in a Feb. 11 article in [The Conversation](#).

Solar panels are darker colors such as black and blue to attract and absorb more heat, but they are usually much darker than the ground around the solar panel.

The post cites an [article](#) that claims most solar panels are between 15% and 20% efficient in converting sunlight into usable energy. The researchers assert that the rest of the sunlight is returned to the surrounding environment as heat, “affecting the climate.”

The article notes that in order to replace fossil fuels, [solar farms would need to be enormous](#) – covering thousands of square miles, according to this [article](#). Solar farms of this magnitude potentially present environmental consequences, not just locally but globally.

Authors of a [2018 study](#) say that climate models show that installing ample numbers of wind turbines would double precipitation in the Sahara desert, and solar panels would increase precipitation by 50%.

The researchers came to this conclusion by determining that the solar panels and wind turbines would decrease the albedo on the land surface. [Albedo](#) is the fraction of light that is reflected by a body or surface.





The model revealed that when the size of the solar farm reaches 20% of the total area of the Sahara, it triggers a feedback loop. Heat emitted by the darker solar panels (compared to the highly reflective desert soil) creates a steep temperature difference between the land and the surrounding oceans that ultimately lowers surface air pressure and causes moist air to rise and condense into raindrops. With more monsoon rainfall, plants grow and the desert reflects less of the sun's energy, since vegetation absorbs light better than sand and soil. With more plants present, more water is evaporated, creating a more humid environment that causes vegetation to spread.

Turning the Sahara desert into a lush, green oasis could have climate ramifications around the planet, including affecting the atmosphere, the ocean, the land, changing entire ecosystems, altering precipitation in Amazon's rainforests, inducing droughts, and potentially triggering more tropical cyclones.

The good-intentioned effort to lower the world's temperature could potentially do the opposite and increase the planet's temperature, according to the researchers.

Covering 20% of the Sahara with solar farms raises local temperatures in the desert by 1.5°C according to our model. At 50% coverage, the temperature increase is 2.5°C. This warming is eventually spread around the globe by atmosphere and ocean movement, raising the world's average temperature by 0.16°C for 20% coverage, and 0.39°C for 50% coverage. The global temperature shift is not uniform though – the polar regions would warm more than the tropics, increasing sea ice loss in the Arctic. This could further accelerate warming, as melting sea ice exposes dark water which absorbs much more solar energy.

The authors conclude their article by stating renewable energy solutions “may help society transition from fossil energy, but Earth system studies like ours underscore the importance of considering the numerous coupled responses of the atmosphere, oceans and land surface when examining their benefits and risks.”

Read more at [The Blaze](#)



## Comments (3)



SPURWING PLOVER

FEB 22, 2021 AT 3:57 PM | #

Those Solar Panels must be a tremendous eyesore for many



DAVE OF REEDY CREEK, QLD. AUS.

FEB 22, 2021 AT 4:38 PM | #

We saw one recently at Warwick in SE Queensland, situated on good farming land just north of the town and close to the New England Highway, Total eyesore.



GUMNUT

FEB 22, 2021 AT 10:17 PM | #

I know of one on a property which was involved in Landcare (Australian farmer conservation), before that even existed. And it's been around for decades.

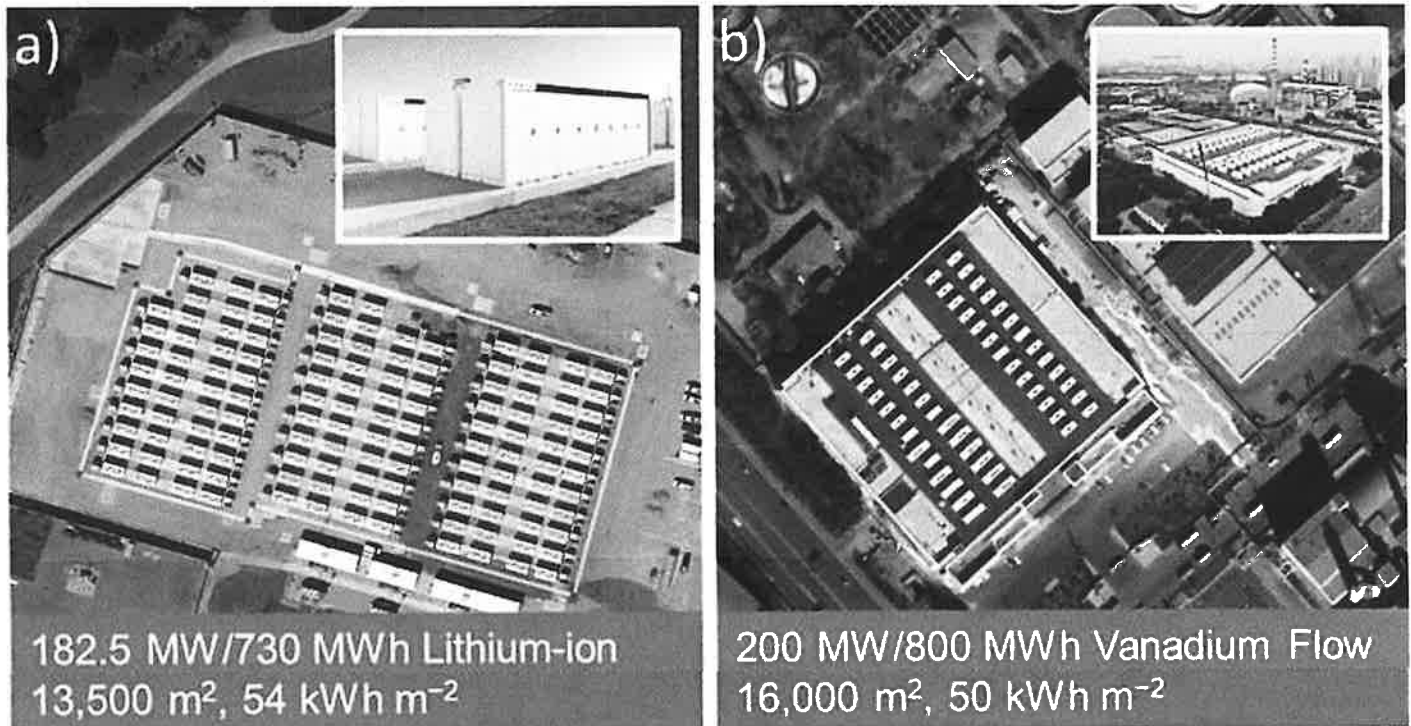
Now, it's largely under solar panels. I fail to see how that's a win for conservation.

It's probably a win for gliders (not the furry kind). All those thermals...

## Comments Are Closed

# The role of energy density for grid-scale batteries

by David Reber , Tech Xplore



Satellite images and photos of some of the largest lithium-ion and vanadium flow batteries deployed to date. Credit: *Energy Advances* (2023). DOI: 10.1039/D3YA00208J

Because the sun does not shine at night but all our screens do, we need energy storage to shift solar energy production during the day to when it is needed in the evening. To cope with this intermittence of renewables, we cannot rely on wind production, which is not constant either; therefore, thousands of shipping-container-sized lithium-ion batteries have been installed in power grids around the world.

The California Independent System Operator CAISO has seen great success with their battery system. During a heat wave last September, their batteries provided 3.3 GW or 6.8% of the total power supply when demand peaked as everybody cranked up the AC after work. This helped stabilize the grid and prevented blackouts in the renewable-heavy California grid.

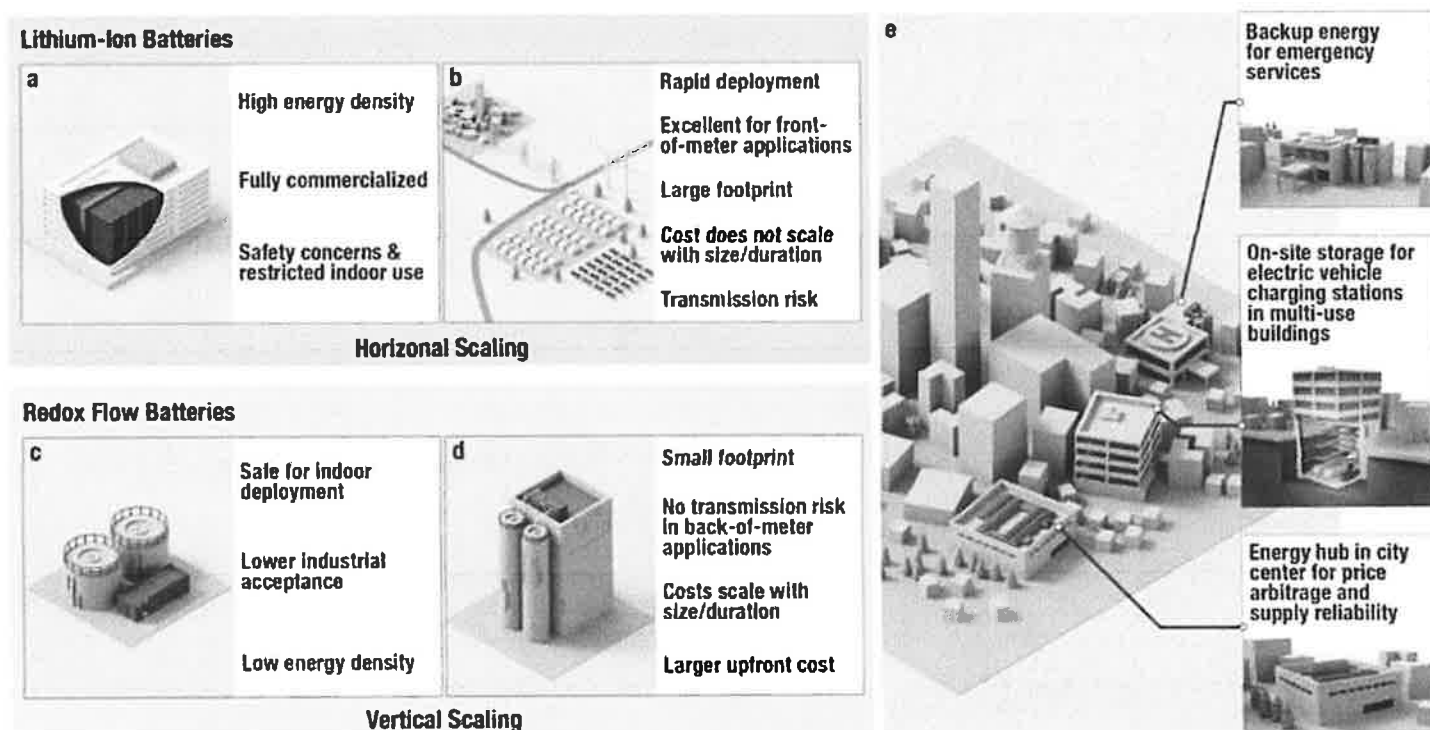
## Where do we put all those batteries?

Grid-scale battery energy storage systems (BESS) are often deployed in rural areas, often close to massive solar farms where land cost is a small component of the budget and safety risks can easily be mitigated. However, large BESS will have to be deployed in densely populated areas as well. The temporal mismatch between production and demand is clear, but the fact that there is also a locational mismatch is less well known.

Demand is not homogenous throughout the entire grid, and if the cheapest energy can not freely flow to where it is needed, congestion tariffs cause spikes in energy cost. BESS near strategic grid nodes can thus help manage congestion without incurring the cost of having to build new and very expensive transmission lines.

Here, the battery chemistry becomes highly relevant because safety and footprint are crucial design considerations, for example, in residential areas. If you install several megawatts worth of batteries in a residential neighborhood, they better be safe.

Lithium-ion batteries are very safe to operate, with reported cell failures of less than 1 in 10 million. At megawatt scale, however, the risk increases as there are around 150,000 individual batteries in each BESS unit. In contrast to the really low cell failure rate, the lithium-ion BESS unit failure rate is closer to 1 in 1,000. Here, failure means overheating, fires, toxic gases, and in the worst case, explosions.



Schematic comparison of battery energy storage systems using lithium-ion or flow batteries. (a) Lithium-ion BESS on cell and unit level have high energy density but cannot be employed indoors. (b) Horizontally scaled lithium-ion BESS cannot be deployed at scale in urban areas. (c) Flow batteries have lower energy density on unit level but can be installed in buildings due to inherent non-flammability. (d) Vertical scaling of flow batteries translates into highly effective land-use. (e) Vertically scaled flow batteries allow the deployment of small footprint energy hubs in city centers for supply security, emergency backup power for critical infrastructure like hospitals, or on-site storage for electric vehicle charging stations that are integrated in parking infrastructure. Credit: *Energy Advances* (2023). DOI: 10.1039/D3YA00208J

## Water-based electrolytes

A key issue is the flammable electrolyte that is employed in state-of-the-art lithium-ion batteries. A promising approach for large-scale applications is to use water-based electrolytes that are inherently nonflammable instead. "There is a plethora of aqueous battery chemistries and architectures out there, but they all come with a fraction of the energy density that lithium-ion batteries can offer," says the team.

Redox flow batteries, for example, are a promising technology for grid-scale storage as they are highly scalable. Instead of storing energy in solid electrodes, flow batteries use liquid electrolytes that are pumped through an electrochemical cell to provide power. These electrolytes are nonflammable as they are water-based, making flow batteries inherently safe to operate. But low energy density is commonly cited as a major limitation of the technology.

## Does it matter?

For flow batteries, energy density is closely linked to the solubility of active materials. I worked on improving solubilities of active materials for two years, and it's quite challenging. I wondered, if we can build tall electrolyte tanks or stack battery containers on top of each other since the chemistry is very safe, how important can cell-level energy density be for large installations?

I took to Google Earth and tracked down megawatt-scale BESS around the globe. "Using satellite images, I measured the footprint of the installations. I found that the energy capacity per area, or kilowatt hours per square meter, is in many cases comparable between lithium-ion and flow batteries. But on cell level, it differs by an order of magnitude.

This unlinking of BESS footprint from cell-level energy density in grid-scale installations highlights that this metric is rather unimportant for this application. For other use cases, for example, home batteries, it's a different story.

Eventually it comes down to cost. What our data really shows is that current aqueous chemistries have sufficiently high energy densities and that we need to focus more on aspects such as lifetime, scalability, automated manufacturability, recyclability and supply chain safety, without discarding any one technology based on the somewhat hyped metric of energy density.

## Conclusion

Counterintuitively, water-based batteries could be excellent contenders for applications where BESS need to be vertically scaled due to limited land availability. Inherently nonflammable systems can be deployed in densely populated areas or even within multi-use buildings. This opens doors that remain locked to state-of-the-art lithium-ion BESS.

There is no one-size-fits-all battery technology that is perfect for every possible use case, but the time for safety-focused, megawatt-scale solutions is clearly here, and research efforts need to focus more on cost, lifetime and manufacturability, rather than energy density.

*This story is part of Science X Dialog, where researchers can report findings from their published research articles. Visit this page for information about ScienceX Dialog and how to participate.*

**More information:** David Reber et al, Beyond energy density: flow battery design driven by safety and location, *Energy Advances* (2023). DOI: 10.1039/D3YA00208J

Bio: David Reber is an SNSF Ambizione group leader at the Swiss Federal Laboratories for Materials Science and Technology (Empa). Prior to his current position, Dr. Reber was a Postdoctoral Associate in Prof. Michael Marshak's group at the University of Colorado Boulder. Guided by Prof. Corsin Battaglia and Prof. Frank Nüesch, he received his PhD from the École Polytechnique Fédérale de Lausanne (EPFL) in 2020.

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Thus most plant life in solar “farms” is killed – either by the blocking of the sun, or by regular applications of herbicide, or by roadways.

A big solar “farm” in Australia could contain one million solar panels and smother 2,000 acres of land. Each operation also needs miles of cleared access roads and transmission lines to maintain the facility, collect the electricity and transmit it to urban demand centers.

Most of the time these transmission lines are operating well below capacity, creating an expensive web of inefficient maintenance liabilities.

Australia is also a world leader in installing subsidized rooftop solar. But a quick drive around the suburbs will show that few panels have the size, the ideal orientation, or the cleanliness to be efficient collectors of solar energy – they are green status symbols designed to collect subsidies.

Many will fail to recover the real cost of manufacture, transport, installation, and restoration. They destabilize the electricity network and elevate average electricity prices for industry and for those who cannot afford a house, let alone one with its own solar panels.

All for ZERO climate benefits.



Random panel orientation, plus a cloudy sky = negligible solar electricity.

Picture credit: [www.powerhomesolar.com](http://www.powerhomesolar.com)

Intermittent “green” energy forces coal and gas plants to operate at full capacity to cover peak demands around sunrise and sunset, but to wind back or shut down when solar energy pours into the system around midday.

Recently in just one week in South Australia (Australia’s green energy guinea pig), electricity generation went from “over 130% renewables to less than 4%, renewables with everything in between.”

WRITTEN BY [VIV FORBES](#), GUEST POST ON JAN 6, 2022. POSTED IN [LATEST NEWS](#)

# Australia's Giant Green Gamble On Solar Energy Toys

By the time solar energy reaches Earth's surface, it is spread very thin – even midday sunshine will not boil the billy or make toast. And solar collectors will only convert about 20% of that weak energy into electricity.

Thus thousands of solar panels are needed to collect significant energy, and lots more to charge the expensive batteries needed to maintain the electricity supply overnight and during cloudy weather.



Despite these disadvantages, force-feeding of “green” energy by all levels of government has given Australia nearly three million solar collectors (mainly imported from China).

It requires scads of land to generate significant electricity from the sun's weak rays. But even in sunny weather, they produce nothing for 16 hours every day.

And a sprinkling of dust, pollen, ash or salt, or a few splatters of poop from birds or flying foxes can reduce output by 50%, while night, snow, or heavy cloud cover snuffs them out completely.

Solar energy collection is maximized if the panels face the sun exactly and follow the daily and seasonal movements of the sun across the sky. No rooftop collectors and only 40% of ground facilities can do this.

Thus to produce the planned energy requires an even bigger area of collector panels, covering even more land.

More interested in propaganda than science, greens call land-based arrays “[solar farms](#)”, suggesting they are plant-friendly places. However solar panels steal sunlight, leaving real plants beneath them to die.

Solar “farms” have nothing in common with real farms except the need for large areas of open countryside – usually consuming valuable flattish cleared farmland or open grassland.

In fact growing plants are a liability to solar “farms” because they can block solar energy so the operators



Despite South Australia being home to “the biggest battery in the world”, the energy regulator has been forced to lease diesel backup generators and to order gas-fired plants to stand by in case the wind suddenly drops – this encourages mechanical and financial breakdowns and high electricity costs.

Europe has also gone out onto the green energy limb, but this is no comfort for Australians who cannot import nuclear power from France, gas from Russia, or hydropower from Scandinavia.

Every solar installation consumes energy to mine metals, manufacture, transport, and erect panels, and build access roads and transmission lines over long distances. Careful analysis will show an energy deficit over their short lifetimes.

And when an earthquake, hailstorm, cyclone, or hurricane smashes these exposed rows of solar panels, rubbish dumps of mangled trash will be left. Most of this debris cannot be recycled and tonnes of metals, glass, and plastic are destined to end their life in toxic, non-degradable landfills.

Bureaucrats will try to force solar operators to clean up, but smart operators will have bankruptcy petitions prepared for such emergencies.



Storm Destroys Solar “Farm” in Puerto Rico (producing lots of landfills).

Picture Credit: Bob Meinetz. [www.forbes.com/sites/michaelshellenberger](http://www.forbes.com/sites/michaelshellenberger)

Proven and reliable electricity generators, driven by coal, gas, hydro, or nuclear, with a small land footprint and housed in storm-proof structures, are far less damaging to the green environment than these landscapes of inefficient, intermittent, expensive plant-killing “farms”.

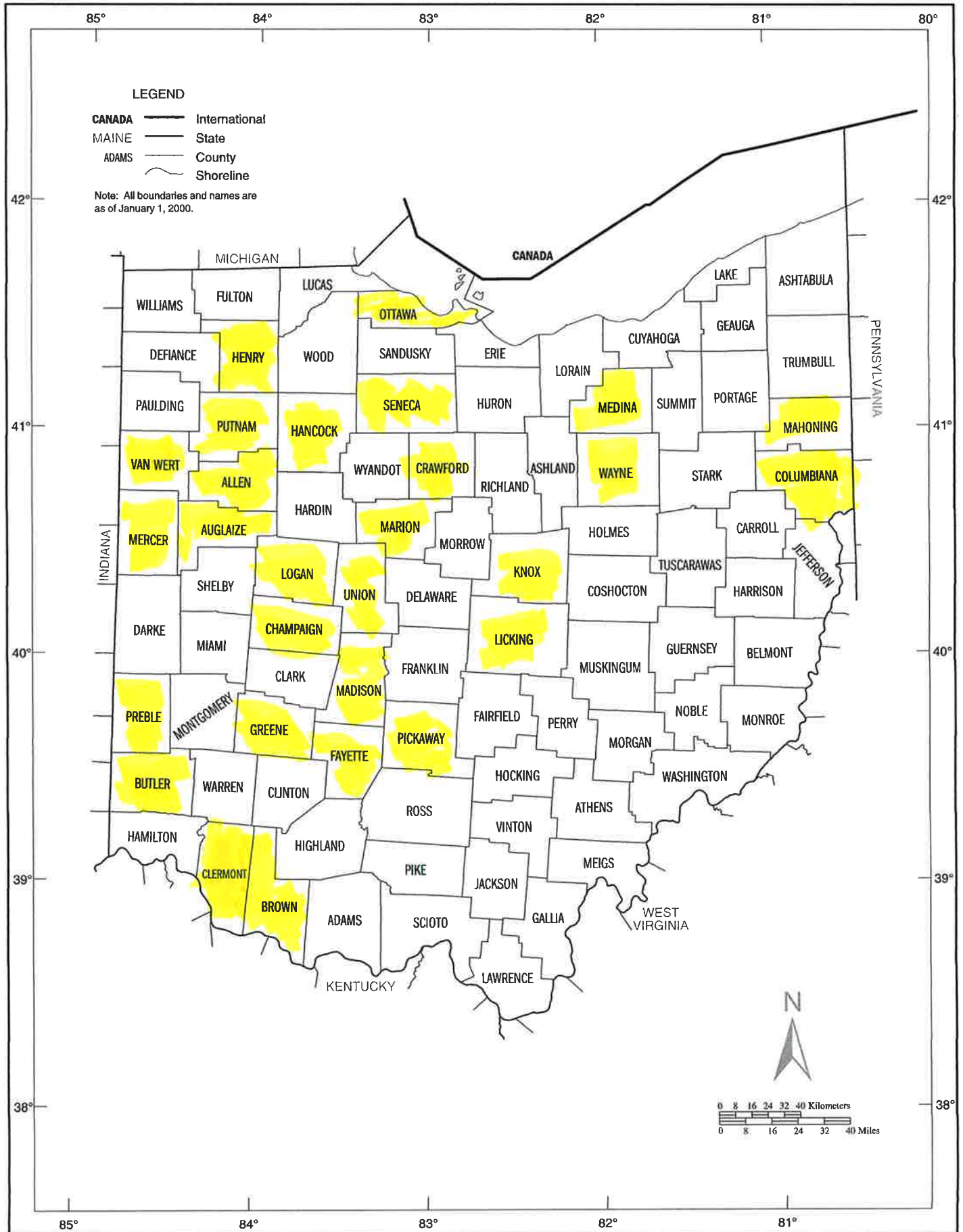
Where are the Green objectors now?



Comments (5)

2-6-24

OHIO - Counties



U.S. Census Bureau, Census 2000

02/06/2024

28 COUNTIES KNOWN TO HAVE EXCLUSIONARY ZONES FOR SOLAR + WIND