

VILLAGE OF EAST PALESTINE-UNITY TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT

THIS VILLAGE OF EAST PALESTINE-UNITY TOWNSHIP JOINT ECONOMIC DEVELOPMENT DISTRICT AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2026, by and between the Township of Unity, Columbiana County (the “**Township**”) and the Village of East Palestine (the “**Village**” and, together with the Township, the “**Contracting Parties**” and each a “**Contracting Party**”) in accordance with the terms and provisions set forth herein.

WHEREAS, the Township and the Village desire to promote collaborative economic development efforts by means of creating a joint economic development district (the “**District**”) pursuant to Ohio Revised Code Sections (“**R.C.**”) 715.72 through 715.82 (the “**Act**”), which District shall facilitate economic development and redevelopment to create or preserve jobs and employment opportunities within the meaning of Division (C) of R.C. 715.72, thereby improving the economic welfare of the people in the Township, the Village, and the State of Ohio (the “**State**”) generally; and,

WHEREAS, the Contracting Parties desire to consider options for improved and cost-effective governmental services within the District to better serve the Township, the Village, and the District, all for the purpose of promoting collaborative economic development as set forth herein; and,

WHEREAS, the Township, which is located entirely within Columbiana County, Ohio, and the Village, which also is located entirely within Columbiana County, share contiguous territorial boundaries; and,

WHEREAS, the Township and the Village are located in the same county as described in Division (B) of R.C. 715.72; and,

WHEREAS, the legislative authorities of the Township and the Village each have approved, authorized, and directed the Township and the Village, respectively, to make and enter into this Agreement, by and through their respective officers in accordance with Resolution No. _____, adopted by the Township on _____, 2026, and Ordinance No. _____, adopted by the Village on _____, 2026.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, the Contracting Parties agree and bind themselves, their agents, employees, and successors as follows:

Section 1. Creation of District and Purpose.

The Township and the Village, as contracting parties within the meaning of Division (A)(1) of R.C. 715.72, by their combined action evidenced by the approval of legislation identified above and by the duly authorized execution of this Agreement, hereby create the District, which shall be known as the “**Village of East Palestine-Unity Township Joint Economic Development District**”. The District shall be a joint economic development district operating pursuant to the Act.

Each Contracting Party hereby acknowledges and agrees as follows with respect to this Agreement and the District that:

- A. It is entering into this Agreement freely and without duress or coercion;
- B. The creation of the District and the levy of an income tax within the District as provided herein will enable the Township, the Village, and the District to more efficiently provide governmental services to the area within the District and to more effectively promote economic development within the District, the Township, and the Village;
- C. The District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Columbiana County, the Township, and the Village in accordance with the Economic Development Plan set forth in **EXHIBIT A** attached to and incorporated by reference into this Agreement; and,
- D. Consideration exists to support this Agreement.

Section 2. Territory of the District.

The territorial boundaries of the District are depicted and identified in **EXHIBIT B** attached hereto and incorporated by reference into this Agreement. The territory of the District is located entirely within the territorial boundaries of the Township and the Village. In accordance with Division (E)(1)(b) of R.C. 715.72, no electors reside within the territory comprising the District as of the date hereof.

Section 3. Formation of the District.

It is the intent of the Contracting Parties that this Agreement be approved without an election by complying with the requirements of Division (M)(1) of R.C. 715.72. The Contracting Parties represent and warrant as follows:

- A. The resolution approving this Agreement has been approved by a unanimous vote of the Township Trustees;
- B. The majority of record owners of property, and majority of business owners, if any, located within the District have consented by means of a petition as contemplated under the Act that the District be formed; and,

- C. The territory to be included in the District is zoned in a manner appropriate to the proposed function of the District, as applicable.

Section 4. Term.

The initial term of this Agreement shall commence on the date that the Agreement is first effective after the expiration of the referendum period allowed under Division (M)(4) of R.C. 715.72, and shall endure for a period of forty (40) years. This Agreement shall automatically extend for successive renewal terms each that are thirty (30) years in duration unless either the Township or the Village notifies the other Contracting Party in writing at least one (1) year prior to the expiration of the initial term that it does not intend to renew this Agreement. The Contracting Parties may, by mutual written consent, agree to extend the term of this Agreement beyond the originally contemplated term of forty (40) years or the originally contemplated successive renewal terms of thirty years, as applicable. This Agreement may only be terminated in compliance with applicable statutory provisions and in accordance with this Agreement. The Agreement shall continue in existence throughout its term and shall be binding on the Contracting Parties and on either Contracting Party's succeeding entities, whether such entities succeed by annexation, merger, or consolidation.

The provision herein for the initial term and any extension of this Agreement recognizes that the accrual of benefits to the Contracting Parties resulting from this Agreement may take decades.

Section 5. Amendments to the Agreement Other than to Amend to Add, Remove, or Exclude Property.

The Contracting Parties may amend or modify the terms of this Agreement or terminate this Agreement at any time by mutual agreement. An amendment or modification to this Agreement will not be effective or binding on the Contracting Parties unless the legislative authorities of both Contracting Parties pass the appropriate legislation agreeing to and authorizing the amendment to this Agreement within sixty (60) days of each other.

This Agreement may only be terminated pursuant to its terms as set forth in Section 4 or in accordance with this Section. If the Contracting Parties mutually agree to terminate this Agreement prior to the conclusion of its initial or renewal term, such agreement to terminate must provide for the unwinding of this Agreement and must be approved by the legislative authorities of both Contracting Parties within sixty (60) days of each other. Upon termination of this Agreement, the Village shall keep and maintain the records of the District in accordance with the Village's records retention policy.

If any provisions of Section 7 or Section 10 of this Agreement become null and void or illegal, or the performance of any provision of Section 7 or Section 10 of this Agreement becomes impossible, through any subsequent change, amendment, or enactment of state law or through a ruling of any court that has jurisdiction over the Contracting Parties, the Contracting Parties agree to negotiate in good faith to reach mutual agreement regarding the manner and method of amending this Agreement to bring the Agreement into compliance with the then-applicable statutory provisions or case law and to maintain the intent of the Contracting

Parties under this Agreement and/or to rebalance the equities between the Contracting Parties consistent with the intent of this Agreement. In the event that the Contracting Parties are unable to reach a new agreement that is authorized and approved by the legislative authorities of both Contracting Parties, then the Contracting Parties may either mutually agree to terminate this Agreement in accordance with the provisions of the preceding paragraph, or either Contracting Party may apply to the Columbiana County Common Pleas Court to interpret the contract consistent with the then-applicable statutes or case law, and if necessary modify or terminate this Agreement in order to comply with the then-applicable statutes or case law and to preserve the equities of the Contracting Parties as set forth in this Agreement. As to the JEDD Income Tax to be levied and collected within the District or distributions of same paid to the Township, the Village shall neither grant, any credits, abatements, or reductions in said JEDD Income Tax, nor otherwise change the Village Income Tax Code in any way as to interfere with or reduce said JEDD Income Tax, unless otherwise agreed by the Contracting Parties, or required by law. That is, the Township shall be entitled to continue to receive, for the duration of this Agreement, all JEDD Income Tax revenue in the same manner and in the same amount provided herein as though no such credit, abatement or reduction has been implemented. The Contracting Parties acknowledge and agree the immediately preceding two sentences do not and will not serve as a bar or prohibition from the Contracting Parties considering and awarding any real property tax exemptions from time-to-time within the District as may be available under Ohio law, and for which the Contracting Parties agree to work cooperatively and in good faith in the awarding of same, all pursuant to Division (U) of R.C. 715.72.

Section 6. Addition, Removal, or Exclusion of Property to or from the District.

Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter adopted, this Agreement, including **EXHIBITS A, B, and C** hereto, may be amended from time-to-time to add to, remove from, or exclude property within the District. Property may be added to the District upon the mutual agreement of the Contracting Parties accompanied by petitions signed by the majority of record owners of the property to be added to the District and a majority of the owners of the businesses, if any, to be added to the District. Property added to, removed from, or excluded within the District shall meet all of the requirements of Section 3 herein and Division (L) of R.C. 715.72; all procedures per the latter-cited authority must be followed in connection with any such addition, removal, or exclusion of property to or from the District. Property is not to be removed or excluded from the District without the agreement of both Contracting Parties.

Section 7. Contributions and Covenants of the Contracting Parties.

- A. In compliance with applicable law, the Township and the Village hereby each agree to provide the following services for the benefit of the District:
 - i. Township to provide or otherwise facilitate the following:
 - a. Such roadway-related services including but not limited to paving, repair, maintenance, signage, snow removal and salting (“**Roadway Services**”),

as are customarily provided by the Township, pertaining to Township roadways currently located within the District; and,

- b. Roadway Services will also be provided to any Township approved roadways which are constructed in accordance with applicable Township roadway specifications and thereupon dedicated to the Township in accordance with applicable law as may be constructed to directly benefit and serve the District. The Contracting Parties agree that revenue distributed to the Board Improvement Account, as described below, under this Agreement may be used to pay for Roadway Services for public or private roadways not paid for by the Township under subsections (a) and (b) above.
- c. In the event that the Village decides, in the future, that it desires to locate a water storage tower on land which is owned at that time by the Township, the Township agrees to grant and convey an easement for such purpose, which easement will provide to the Village reasonable access to construct and operate such facility.

ii. Village to provide or otherwise facilitate the following:

- a. Roadway Services as are customarily provided to Village roadways located within the District, if any;
- b. Such building permit and zoning approval, inspection, and enforcement services, as are customarily provided by the Village within its jurisdiction;
- c. Police, fire, and EMS dispatching services; and,
- d. Local economic development programming and operations.

B. With respect to sanitary sewer services and potable water services provided by the Village, the following shall apply:

- i. With the exception of residential property owners set forth in subsection (iii) below, all property owners within the District, seeking to obtain central potable water and sanitary sewer services from the Village shall be required to petition to include their property in the District, whether such owners join the District at the time of its formation or subsequently seek to be added to the District. All such property owners, upon joining the District, pursuant to Division (L) of R.C. 715.72, are eligible to receive said services and shall become water and sanitary sewer customers of the Village subject to the Village's Code of Regulations and standard specifications, and shall be subject to and pay the same water and sewer rates, fees, and other charges as are paid by customers who are located inside the corporate boundaries of the Village of East Palestine (the "**Inside Rates and Fees**").

ii. All properties with businesses in existence on the date of the execution of this Agreement located within the District that are currently connected to Village sanitary sewer services or potable water services shall be entitled to continue to receive such services without joining the District, but shall be subject to monthly Village surcharge of _____ (_____ %) (the “**JEDD Outside Rates**”) until such time as they join the District. Proof of such existence of businesses is by clear and convincing evidence, and either the Village or the Township has complete discretion to determine whether any such business was in existence on the date of the execution of this Agreement. Except for the JEDD Outside Rates described herein, all other fees and charges are the same as those charged to resident customers of the Village of East Palestine, and such rates, fees, and charges cannot be increased for such customers unless they are increased in the same amount for Village resident customers. In the event any such properties join the District, such Village surcharge shall be eliminated, and the rates for such sanitary sewer services for such users are the standard rates, fees, and other charges to customers who are located inside the corporate boundaries of the Village of East Palestine. Any properties with businesses in existence on the date of the execution of this Agreement located within the District which are not required to join the District in order to receive sanitary sewer and/or potable water services, as set forth above, must sign petitions pursuant to Division (L) of R.C. 715.72 to amend the District to add said area in order to continue to receive sanitary sewer and/or potable water services, when any one or more of the following occurs:

- a. The ownership of such property is changed, transferred, or conveyed to any other person or entity;
- b. The ownership of such business is changed, transferred, or conveyed to any other person or entity; or,
- c. Any new or additional business is commenced, or any currently existing business is enlarged or new improvements are constructed as an adjunct thereto.

Upon amendment of the District to include said area, such sanitary sewer and/or potable water services are to be made available in accordance with this Agreement, with rates and charges the same as those set forth in (B)(i) above.

iii. As sanitary sewer services or potable water services are extended to the District, residential customers located in the Township are also permitted, but are not required by this Agreement, to connect to such facilities upon payment of such standard fees and charges as are levied by the Village on all other residential customers of the Village of East Palestine. Further, such residential customers shall not be required

to annex to the Village in order to obtain or continue to receive such services. For the avoidance of any doubt, the Contracting Parties intend that no residential customer shall be compelled by the Contracting Parties to connect to sanitary sewer lines extended to the District. Further, the Contracting Parties hereby agree that if the cost to construct an extension from any such sewer line to any said residential improvement exceeds a cost of one thousand dollars (\$1,000.00), then such extension is hereby found and determined to be not accessible to such sewer line.

- C. The Contracting Parties agree to collaborate throughout the District with respect to capital improvements in the event that the Contracting Parties determine that economic development in the District creates a demand for public infrastructure improvements serving the District or the area surrounding the District.
- D. Except as set forth in Section 10 with respect to the income tax to be levied in the District, the Township shall retain all of its interest in all other tax revenues generated in the territory in the District, including but not limited to real estate, personal property, and service tax levies. Pursuant to Division (U) of R.C. 715.72 and R.C. 715.81, as applicable, neither Contracting Party shall grant any tax exemption or abatement for any property in the District without the express written consent of the other Contracting Party.
- E. The Village agrees to collect, administer, and enforce the income tax applicable in the District in accordance with this Agreement.
- F. The Village and Township shall jointly cooperate in carrying out the Economic Development Plan for the District set forth in **Exhibit A**. The Village and the Township agree that the Board of Directors for the District (the “**Board**”) may use any available revenues of the Board Improvement Account, described below, to pay any costs of carrying out the Economic Development Plan for the District and may, from time-to-time, seek modification of the JEDD Agreement by the Contracting Parties to better accomplish the public purposes of the District, provided however, that neither the Township nor Village shall be subject to a reduction of their distributive share of the JEDD Income Tax revenue under this Agreement, Section 10 (E), without their consent. Subject to the immediately preceding sentence, the Village and the Township agree that the Board or either Contracting Party may execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision, including but not limited to Columbiana County, the Township, and the Village or its designated agent, to provide or facilitate the provision of public infrastructure improvements to benefit the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any tax increment financing program, special assessment program, or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party.

- G. The Village shall be responsible for accounting and record-keeping services associated with the District.
- H. The Village shall be responsible for filing with the Director of Development of the State the documents required by Division (O) of R.C. 715.72 relating to the establishment of the District.
- I. The Village shall provide fire services within the District at a level sufficient to enable economic development as contemplated by the District and this Agreement.
- J. As provided in Division (R) of R.C. 715.72, the Village hereby agrees that, except pursuant to mutual agreement of the Contracting Parties, for so long as this Agreement is in effect, it shall not annex any real property within the District or promote, encourage, or assist with any such annexation, nor shall the Village consider any annexation petition from any such property owner. Further, the Contracting Parties mutually agree to devote each their own best efforts to resist any assertion, claim or legal action seeking to achieve any such annexation.

Section 8. Board of Directors of the District.

The Board is hereby established to govern the District. The Board is to consist of five (5) members appointed as set forth in Division (P)(1) of R.C. 715.72, as follows:

- A. The initial Township member of the Board is the President of the Township. All future Township members of the Board are to be appointed by a majority vote of the Board of Township Trustees and serve at the pleasure of the Board of Township Trustees.
- B. The initial Village member of the Board is the Municipal Manager of the Village. All future Village members of the Board are to be appointed by Village Council and serve at the pleasure of Village Council.
- C. An individual is to be appointed as the initial representative of the business owners located in the District by majority vote of the Village Council and serve at the pleasure of Village Council. The Village may, at its discretion, seek a list of candidates for appointment to such position from the business owners located in the District.
- D. An individual is to be appointed as the initial representative of the employees working in the District by majority vote of the Township Trustees and serve at the pleasure of the Township Trustees. The Township may, at its discretion, seek a list of candidates for appointment to such position from the employees of businesses located in the District.
- E. The fifth member of the Board will be appointed by the Township member, the Village member, the business owner representative, and the employee

representative in accordance with Division (P)(1)(e) of R.C. 715.72. Such member of the Board will serve as the Chairperson of the Board, as required under Division (P)(1) of R.C. 715.72.

Provided that adequate revenues are available to the Board, each Board member shall be paid one hundred-fifty dollars (\$150.00) per month during his or her respective term for their service on the Board, at the discretion of the Board. Any individual Board member may decline to receive such payment. Necessary and authorized expenses incurred by members on behalf of the District will be reimbursed from District funds in accordance with procedures established by the Board.

The Board is to elect the following officers (collectively, with the Chairperson, hereinafter referred to as the “**Officers**”) from among its members: a Vice Chair, a Secretary, and a Treasurer, provided that the Secretary and the Treasurer may be the same person. The Officers are to be elected at the first meeting of the Board and thereafter every other year for two-year terms and serve until their respective successors take office. The Board is to establish a procedure for conducting those elections. The Officers are to perform such duties as provided herein and such additional duties as may be provided from time-to-time by the Board. The Board may employ such additional personnel or professional services as may be necessary to assist the Board or the Officers in the performance of their duties.

Section 9. Power, Duties, and Functions of Board.

The Board must meet at least once each calendar year on a date determined by the Board. The Board is to adopt procedures for holding and conducting regular and special meetings. The Contracting Parties shall provide the Board with necessary meeting space. The Village shall provide any necessary clerical and administrative assistance that the Board may need from time-to-time, including telephone services and a mailing address.

A minimum of three (3) members constitute a quorum for Board meeting purposes. The Board must act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members present and constituting a quorum to be adopted. A resolution adopted by the Board is immediately effective unless otherwise provided in that resolution.

The Board shall adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Agreement. The Chairperson is to preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. Pursuant to Division (P)(5) of R.C. 715.72, the Board is a public body for the purposes of Ohio’s Sunshine Laws, including R.C. 121.22, and as such all meetings of the Board, whether regularly scheduled or special meetings, must comply with the provisions thereof.

The Vice Chair is to act as Chairperson in the temporary absence of the Chairperson. The Secretary is responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board. The Treasurer is the fiscal officer of the Board and is responsible for all fiscal matters of the Board including, but not limited to, the

preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping, and investing, or providing for the receipt, safekeeping, and investment of, funds of the Board and maintaining, and providing for the maintenance of, accurate accounts of all receipts and expenditures. The Board is to designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

The Board must adopt an annual budget for the District. The fiscal year of the District is the same as the fiscal year of the Village. The budget serves to estimate the revenues of the District and the expenses of the operation of the District.

The Board, on behalf of the District, must:

- A. Establish and maintain such funds or accounts as it deems necessary, either of its own, or in conjunction with or through the Contracting Parties to this Agreement;
- B. Authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Agreement;
- C. Adopt a resolution to levy an income tax within the District in accordance with Division (F)(5) of R.C. 715.72 and Section 10 herein;
- D. Subject to the limitations set forth in Section 7 (F) hereof, use any revenues of the District available to the Board to carry out the Economic Development Plan for the District and, from time-to-time, modify the Economic Development Plan to better accomplish the public purposes of the District;
- E. Apply for, receive, and accept from any federal agency, state agency or other person or entity grants for or in aid of the construction, maintenance, or operation of any District facility, or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor, or other things of value, to be held, used, and applied only for the benefit of the District and the purposes for which such grants, aid, or contributions are made;
- F. Purchase liability insurance protecting the District, its Board or Officers against any liability and/or to purchase any necessary bonds to insure any Officer;
- G. Be authorized to execute any agreement, cooperative agreement, financing agreement, or other arrangement with any private entity and with any other political subdivision or governmental entity as may be permitted by law, including but not limited to Columbiana County, the Township, and the Village, to provide or facilitate the provision of public infrastructure improvements that benefit of the District or whenever otherwise necessary or convenient to carry out the powers granted in this Agreement, including, without limitation, any agreement related to any economic development program, tax increment financing program, special assessment program, release of any surplus funds in the JEDD Administrative

Account (defined below), or bond financing undertaking by any Contracting Party or political subdivision in cooperation with any Contracting Party;

- H. Be authorized to do all acts and things necessary or convenient to carry out the powers granted in the Act or any successor provisions thereto; and,
- I. Be authorized to do all acts and things necessary or convenient to carry out the powers granted in this Agreement.

Section 10. Income Tax to be Levied in the District.

- A. The Board, at its initial meeting must adopt a resolution to levy an income tax on income earned by persons employed or residing within the District and the net profits of businesses operating within the District in accordance with Division (F)(5) of R.C 715.72 and as depicted in the schedule for the collection of the tax in **EXHIBIT C**, attached hereto (the “**Income Tax Resolution**”). All income tax collected from any business or entity within the District or any person working within the District is subject to this Agreement and included in the total income tax revenue collected within the District (collectively, the “**Gross Total Revenues**”). The income tax must go into effect as soon as legally permissible.
- B. The Income Tax Resolution must establish the income tax rate for persons employed or residing within the District (the “**Employee Rate**”), which Employee Rate must at all times during the term of this Agreement equal the rate levied in the Village. As of the date of execution of this Agreement by the Contracting Parties, the Village income tax rate is one- and one-half percent (1.5%). Such rate shall automatically be increased so that it matches the rate of income taxation in the Village.
- C. The Income Tax Resolution must establish the income tax rate applicable to net profits of businesses operating within the District (the “**Business Rate**”), which Business Rate at all times during the term of this Agreement must equal the rate levied in the Village. Such rate shall automatically be increased so that it matches the rate of income taxation in the Village.
- D. The Board shall adopt for itself and for its JEDD Income Tax, by resolution, all the provisions of the Village’s own income tax legislation, as it may be amended from time-to-time, except for those provisions of the Village’s income tax legislation regarding the allocation of funds within the Village raised by the levy of said income tax. The JEDD Income Tax shall apply in the entire District throughout the term of this Agreement, notwithstanding whether any of the District may become subject to annexation, merger or incorporation.

In accordance with Section 715.72(F)(5) of the Revised Code, the Board shall enter into the JEDD Income Tax Agreement (the “**Tax Agreement**”) with the Village to administer, collect and enforce the Tax Agreement on behalf of the District. The Tax Agreement is to provide that the Treasurer or Auditor

(whichever is necessary) of the Village shall be the Administrator of the JEDD Income Tax (the “**Administrator**”), and who shall be responsible for the receipt, safekeeping and investment of the JEDD Income Tax revenues collected within the District. The Village annually will deliver a written report to the Board and the Township, at least within sixty (60) days of the end of the fiscal year, regarding the receipt and distribution of the income tax of the District during the previous fiscal year. The Contracting Parties, the Board, and their agents may regularly inspect such records upon reasonable notice. The funds in the District are to be distributed by the District on such regular periods as may be established by the Board (i.e., monthly, quarterly or such other period as determined by the Board).

Such Administrator and his/her staff shall provide necessary accounting, bookkeeping, purchasing and income tax collection enforcement and administration services. Further, the Administrator is authorized to open accounts with banking institutions and/or governmental institutions, to sign checks on such accounts and to prepare and file any and all reports, returns and other filings with banking institutions and/or governmental institutions necessary and proper to carry out the purposes of this Board and this Contract.

The Village shall establish the JEDD Fund into which the Administrator shall deposit the Gross Total Revenues. The Administrator shall deposit the Gross Total Revenues into the JEDD Fund no later than five (5) business days (or if any such date is not a business day, on the immediately succeeding business day), after the end of each Quarter.

Notwithstanding the date for distribution set forth above, and provided no regular meeting of the JEDD Board happens to take place prior to such date, the Village shall have the right to request approval from the Chair, or the Vice-Chair if the Chair is not available, that any portion of Gross Total Revenues that the Village reasonably determines is an overpayment of the JEDD Income Tax be deposited into the JEDD Fund and not subject to distribution as set forth in this Agreement. The Chair, or the Vice-Chair if the Chair is not available, shall approve or deny the Village’s request. If the Village’s request for approval is denied, the Village shall distribute such portion of Gross Total Revenues in accordance with this Agreement. If the Village’s request for approval is granted, the JEDD Board shall have discretion, at its next regular meeting, to determine the disposition of the portion of Gross Total Revenues deposited into the JEDD Fund by the Village, including but not limited to a distribution of some or all of such Gross Total Revenues.

E. Disbursements:

- (i) Within thirty (30) days after the end of each Quarter, the Administrator shall, without the need for further action of the Board or Treasurer of the Board, perform the following duties and functions:

1. From the Gross Total Revenues, pay in the following order of priority:
 - 1.1. The Village an amount equal to five percent (5%) of the Gross Revenue to pay the Village's expenses to administer and collect the JEDD Income Tax;
 - 1.2. The JEDD Board in an amount sufficient to pay the outstanding or expected expenses of the operations of the JEDD for that quarter in accordance with the budget and appropriations resolution (as amended from time to time) of the Board, and for the long-term maintenance of the JEDD, including legal, insurance, or audit costs of the JEDD, in the amount of eight thousand dollars (\$8,000.00); and,
 - 1.3. The Contracting Parties the costs they incurred to establish or defend the existence of the District, if any, until paid in full, on a pro rata basis based on such costs.
 - 1.4. The Village an equal to five percent (5%) of the Gross Revenue to pay the Village's expenses related to debt service for potable water and sanitary sewer services to the District, as described herein.

The Gross Total Revenues minus any reduction as set forth in the immediately preceding subparagraphs 1.1, 1.2, 1.3, and 1.4 constitute "**Net Revenue**" of the District.

2. From the Net Revenue, pay as follows:
 - 2.1. Ten percent (10%) to a "**Board Improvement Account**", duly authorized hereby, which such Board Improvement Account is to be used at the discretion of the JEDD Board for any costs or improvements which benefit the District;
 - 2.2. Sixty-five percent (65%) to the Village to be used at the discretion of the Village for any lawful purpose; and,
 - 2.3. Twenty-five percent (25%) to the Township to be used at the discretion of the Township for any lawful purpose;

The Village shall provide an accounting of the receipts and disbursements of the proceeds of the JEDD Income Tax quarterly at the same time as the deposit of Gross Revenue into the JEDD Fund, including to the extent available, but not limited to, a summary of the amounts of JEDD Income Tax on individuals

withheld by each Business. In the event that any amount due to the Board, the Village or the Township is a negative amount, then that negative amount shall be set off against the next amount paid. Subject to the approval of the Township, the Village may make these distributions on a monthly basis.

Section 11. Defaults and Remedies.

A failure to comply with the terms of this Agreement constitutes a default hereunder. The Contracting Party in default shall have sixty (60) days after receiving written notice from the other Contracting Party of the event of default and demand to cure the default. If the default is not cured within that time period, then the non-defaulting Contracting Party may sue the defaulting Contracting Party for specific performance under this Agreement or for damages or both. This Agreement may not be terminated because of default under the Agreement by either Contracting Party unless termination occurs as provided for in Section 5 of this Agreement.

The Contracting Parties acknowledge and agree the nature of this Agreement is unique and monetary damages are inadequate to fully compensate a non-defaulting Contracting Party. Accordingly, the Contracting Parties agree that specific performance is an appropriate and available remedy for a breach of contract action brought pursuant to this Agreement in addition to any other remedy available at law and equity. Both Contracting Parties also agree that because monetary damages are inadequate to fully compensate a non-defaulting Contracting Party, a non-defaulting Contracting Party has the right to seek an injunction or other equitable relief to prevent the continued breach of this Agreement by a defaulting Contracting Party.

Section 12. Support of Contract.

This Agreement is binding on the Contracting Parties and their lawful successors and assigns. The Contracting Parties agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Agreement or any of its terms, conditions, or provisions is challenged by any third party or parties in a court of law, the Contracting Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Contracting Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision herein.

Section 13. Severability.

With the exception of Section 7 or Section 10 of this Agreement, if any other paragraph, provision, or section of this Agreement is held to be illegal or invalid for any reason, then:

- (i) that illegality or invalidity does not affect the remainder of any other paragraph, provision, or section, all of which is to be construed and enforced as if the illegal or invalid portion was not contained therein;
- (ii) the illegality or invalidity of any paragraph, provision, or section does not affect any legality or applicability of any other paragraph, provision, or section of this Agreement; and,
- (iii) each paragraph, provision, or section of this Agreement is deemed to be effective, operative, made, assumed, entered into, or taken in the manner and to the full extent permitted by law.

If any paragraph, provision, or part thereof of Section 7 and/or of Section 10 of this Agreement is held to be illegal or invalid for any reason, then provisions of Section 5 are to be applied.

Section 14. Governing Law.

This Agreement is to be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, R.C. 715.72 through R.C. 715.82 in effect as of the date when the Contracting Parties respectively circulated petitions to record owners of real property located within the District and owners of businesses operating within the District, unless the Contracting Parties agree to amend this Agreement in accordance with Section 5 herein. If any amendment or subsequent enactment of one or more new sections of the Ohio Revised Code relating to joint economic development districts renders any existing sections of said Act illegal or impossible, then the provisions of Section 5 of this Agreement are to be applied.

Section 15. Miscellaneous.

The captions and headings herein are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections herein.

This Agreement may be executed in one or more counterparts, each of which is to be regarded as an original and all of which together constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Contracting Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers, all as of the date first hereinbefore written.

**TOWNSHIP OF UNITY,
COLUMBIANA COUNTY, OHIO**

By: _____
Trustee

By: _____
Trustee

By: _____
Trustee

Approved as to form:

[]

VILLAGE OF EAST PALESTINE

By: _____
Mayor

Approved as to form:

[]

EXHIBIT A

ECONOMIC DEVELOPMENT PLAN

To develop the commercial and residential properties along the Route 14 Corridor as well as its tributary roads including, but not limited to, Howell Road, Market Street/170, Brookdale Avenue, and Taggart Street, through financing necessary infrastructures and deploying such incentives to those properties attractive to business parks, large employers, and housing developers.

EXHIBIT B

DISTRICT TERRITORY

The territorial boundaries of the District are comprised of real estate situated in Unity Township, Columbiana County, Ohio, identified by the Columbiana County Auditor as Tax Year 2026 parcel numbers* listed below and depicted on the attached map.

[]

* The parcel numbers listed are currently identified in the records of the office of the Columbiana County, Ohio Auditor as of the date of this Agreement.

EXHIBIT C

PARCELS SUBJECT TO DISTRICT INCOME TAX

ASSESSED TAX YEAR 2026

TO BE COLLECTED IN TAX YEAR 2026

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