

September 3, 2015

Agenda

Pledge of Allegiance

Approve Minutes

Transfer of Funds (1)

Before/after Expenditures

Amend 2015 IV-D Contract with Clerk of Courts-CSEA

Repay Cash Advance-OCED

Approve Agreement HINA Environmental Solutions, LLC-Regional Planning

Amend Master Lease Purchase Agreement-Trinity Hospital Twin City/Fifth Third Bank

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY THE 3RD DAY OF SEPTEMBER, 2015, WITH THE FOLLOWING MEMBERS PRESENT:

Belle Everett
Kerry Metzger
Chris Abbuhl

Commissioner Everett presiding.

*The Lord's Prayer was said.
The Pledge of Allegiance was said.*

RESOLUTION-AMEND AGENDA

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to amend the agenda to include the training description for Commissioner Abbuhl's absence.

Discussion: Commissioner Abbuhl requested the Agenda include the training description for his absence to include Lean Ohio Six Sigma training.

RESOLUTION (811-2015) APPROVE MINUTES

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve the minutes of the previous meeting as amended.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (812-2015) TRANSFER OF FUNDS

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water & Sewer	P00-P02	P00-P05	\$8.70	Materials

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (813-2015) BEFORE/AFTER EXPENDITURE

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following before/after expenditures:

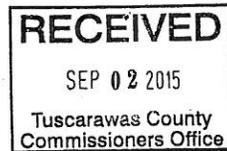
Frank Bair (Public Defender)	456.41
AW Smith Well Drilling (Water & Sewer)	9679.70
Northside Auto (Co. Court)	766.61
Union Physician Services (Commissioners)	738.00

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (814-2015) AMEND 2015 IV-D CONTRACT WITH CLERK OF COURT-CSEA

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to authorize the Tuscarawas County Child Support Enforcement Agency to amend the IV-D contract with the Clerk of Courts for 2015.

**TUSCARAWAS COUNTY
CHILD SUPPORT ENFORCEMENT AGENCY**



154 Second Street NE, New Philadelphia, OH 44663
Phone: (330)343-0099 • (800)685-CSEA(2732) • Fax (330)364-4854
www.co.tuscarawas.oh.us/csea

Traci A. Berry, Director

Ryan Styer, Prosecutor

September 1, 2015

Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, Ohio 44663

Re: Request for Resolution for Amendment of 2015 IV-D contract with Clerk of Courts

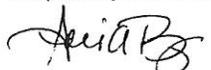
Dear Commissioners:

The Tuscarawas County Child Support Enforcement Agency is requesting passage of a resolution authorizing the Tuscarawas County Child Support Enforcement Agency to amend the IV-D contract with the Clerk of Courts for 2015.

For cause, the CSEA and the Clerk of Courts entered into the IV-D contract based upon estimated indirect costs allocated to the Clerk of Courts. The actual indirect costs are noticeably higher than the estimate, which resulted in a larger than anticipated cost per unit of service. It is necessary to amend the contract to reflect these costs, and increase the units of service purchased.

Wherefore, the CSEA is requesting passage of a resolution authorizing the amendment of the IV-D contract between the CSEA and Clerk of Courts to increase the total amount of the IV-D contract for the purchase of Clerk of Courts services.

Respectfully Submitted,


Traci A Berry, Director

cc: Clerk of Courts
CSEA (2)

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (815-2015) REPAY CASH ADVANCE-OCED (T11)

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to repay the cash advance in the amount of \$500.00 from the Office of Economic Development Fund T11 to the County General. The original cash advance was approved March 30, 2015.

VOTE: Belle Everett, yes;
Kerry Metzger, yes;
Chris Abbuhl, yes;

RESOLUTION (816-2015) APPROVE AGREEMENT HINA ENVIRONMENTAL SOLUTIONS LLC-REGIONAL PLANNING

It was moved by Commissioner Abbuhl, seconded by Commissioner Metzger, to approve the following agreement.



995A SARIN ROAD
COLUMBUS, OHIO 43204
OFFICE (614) 272-8780 • FAX (614) 272-8787
WWW.HINAEENVIRONMENTAL.COM
EDGE • FEMALE BUSINESS ENTERPRISE • HUBZONE

Date: August 28, 2015

Asbestos Survey To: Tuscarawas County Commissioners
125 East High Street
New Philadelphia, Ohio 44663

Contact Person: Jeannette Wierzbicki
Office: 740-439-4471 ext 204 Cell: 740-680-0299 E-Mail: jeannette@omegadistrict.org

Asbestos Survey of: 403 Potschner Drive NE
Dover, Ohio 44622

INTRODUCTION

We appreciate your consideration of *Hina* Environmental Solutions, LLC and are looking forward to working with you. We are committed to the highest ethics and integrity. We exist to serve our customers and to earn their trust, confidence and repeat business.

SCOPE OF WORK

Hina Environmental Solutions, LLC will conduct a pre-demolition asbestos survey of the residence located in Dover. The purpose of this survey is to sample all suspicious **friable and non-friable** materials for asbestos before the **razed demolition**. This survey is consistent with the requirements of 40 CFR (Code of Federal Regulations) 61, subpart M, "National Emission Standard for Asbestos" (NESHAP regulations) prior to a planned standard practice burn, demolition or renovation project. Building owners and employers must comply with 40 CFR 61 subpart M, EPA rules governing asbestos handling and waste disposal in building demolition and renovation.

Suspect ACM Sampling

HES will use a Ohio licensed asbestos inspector to perform an asbestos investigation of the suspect building materials and document the presence of asbestos materials. This survey will consist of sampling all suspicious, friable materials for asbestos, give quantity & location of asbestos-containing materials, give recommended response action, estimated cost of abatement and a menu type scope of work used for bidding purposes.

Please note that this will be a destructive survey where selected investigations cuts will be made in roof, walls and ceiling as part of the assessment. HES have not included costs in the fee proposal for patch or repair of these locations.

Schedule

HES will begin fieldwork for this project following receipt of your written authorization. We will provide 1 copies of a final written report to you within 1 weeks of completion of sampling activities.

INVESTMENT

The cost of the survey shall be \$980.00 not to exceed 30 samples. HES will bill an additional \$10.00 per sample if needed to meet Industries standards. Samples testing less than 3% HES will have Point Count Analysis performed as recommended by the EPA for \$23.00 per sample. HES will only bill for samples analyzed not the amount of samples collected.

Clients Responsibilities

The client will provide the following:

- 1: Safe access to all areas of the structure.
- 2: Floor Plans of all buildings for use in the project.
- 3: Prior environmental reports, if available.

ASSUMPTIONS

- 1) Should concealed or unknown conditions in the facility be at variance with the scope of work that is indicated, HES shall notify the owner prior to performing any additional work. If the owner approves of such work, the Contract Sum shall be adjusted by Change Order.
- 2) The services set forth in this proposal will be accomplished in a timely, workmanlike and professional manner by HES personnel. If HES is required to delay commencement of work, or if upon starting the work, HES is required to stop or interrupt the process of its work additional charges will be applicable and payable by the client.
- 3) HES will comply with all applicable local, state and/or Federal government laws, regulations, or requirements of any kind or nature in effect at this time.
- 4) All personnel on site shall have successfully completed an EPA designed or State approved Inspector Asbestos training course.

INSURANCE

Hina Environmental Solutions, LLC. is a licensed company within the state of Ohio. HES carries a comprehensive insurance package including \$2 million professional liability (Errors & Omissions); \$2 million pollution liability, and \$2 million general liability, and Workers Compensation. Certificates will be provided upon request. The terms and conditions attached are considered part of this proposal.

Any questions or clarifications, please contact Brian E. Hina @ (614) 551-9749.

Hina Environmental Solutions, LLC.
Brian E. Hina
 Brian E. Hina
 Ohio Asbestos Hazard
 Evaluation Specialist ES31995
bhina@hinaenvironmental.com

Approved by:	
<i>Belle Everett</i>	
Signature	Belle Everett
Name	Tuscarawas County Commissioner
Title	
Date	September 3, 2015

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

Discussion: Commissioner Metzger questioned if it is Tuscarawas County or Omega's (Ohio Mid-Eastern Government Association) responsibility regarding this agreement. It was discussed and decided it was Tuscarawas County's due to the fact it is part of the Flood Hazard Mitigation Plan.

RESOLUTION (817-2015) AMEND MASTER LEASE PURCHASE AGREEMENT-TRINITY HOSPITAL TWIN CITY/FIFTH THIRD BANK

The Board of County Commissioners of the County of Tuscarawas, Ohio, met on September 3rd, 2015, commencing at 9:19 a.m., in regular session at 125 East High Street, New Philadelphia, Ohio, with the following Commissioners present:

Belle Everett
 Kerry Metzger
 Chris Abbuhl

Commissioner Abbuhl introduced the following resolution and moved its passage.

RESOLUTION-NO. 817-2015

RESOLUTION AUTHORIZING AN AMENDMENT TO THE MASTER LEASE-PURCHASE AND SUBLEASE-PURCHASE AGREEMENT BY AND AMONG FIFTH THIRD BANK (AS LESSOR), COUNTY OF TUSCARAWAS, OHIO (AS LESSEE), AND TRINITY HOSPITAL TWIN CITY (AS SUBLESSEE), UNDER WHICH PROCEEDS IN AN AMOUNT

NOT EXCEEDING \$6,000,000 WERE USED FOR THE PURPOSE OF THE ACQUISITION OF CERTAIN HOSPITAL FACILITIES LOCATED AT 819 N. FIRST STREET, DENNISON, OHIO 44621 BY TRINITY HOSPITAL TWIN CITY.

WHEREAS, the Board of County Commissioners of the County of Tuscarawas, Ohio (the County") authorized the execution and delivery of the Master Lease-Purchase and Sublease-Purchase Agreement dated as of September 1, 2011 (the "Agreement") in an amount not to exceed \$6,000,000, among the County, as Lessee, Fifth Third Bank, as Lessor ("Fifth Third") and Trinity Hospital Twin City, an Ohio nonprofit corporation, as Sublessee (the "Corporation") for the purpose of, together with other available moneys (but not moneys of the County), acquiring certain hospital facilities consisting of certain "Acquired Assets," as defined in the Asset Purchase Agreement, dated March 8, 2011 (the "Purchase Agreement"), by and between Twin City Hospital and the Sublessee, and other hospital equipment, facilities and improvements, all located at 819 N. First Street, Dennison, Ohio 44621 (the "Project"). The proceeds of the Agreement were used to acquire, construct, equip and improve the aforementioned hospital facilities, as that term is defined in Section 140.01, *Ohio Revised Code*, for lease to the Corporation, and pay costs and expenses of the County and the Corporation incurred in connection with the Agreement; and

WHEREAS, in connection with the Agreement, Sylvania Franciscan Health (the "Guarantor") entered into a Guaranty Agreement dated as of September 1, 2011 (the "Original Guaranty Agreement") with Fifth Third pursuant to which it agreed to guaranty the payment obligations of the Corporation under the Agreement; and

WHEREAS, the Guarantor and Fifth Third are entering into a First Amendment to Guaranty Agreement (the "Guaranty Amendment"), pursuant to which Fifth Third has agreed to make certain additional amendments to the Guaranty Agreement and Catholic Health Initiatives ("CHI") is executing and delivering to Fifth Third a Guaranty (the "CHI Guaranty") pursuant to which it will agree to guaranty the payment obligations of the Corporation under the Agreement; and

WHEREAS, in connection with the execution and delivery of the Guaranty Amendment and the CHI Guaranty, the parties have agreed to make certain related amendments to the Agreement which amendments are not adverse to the County in any way; and

WHEREAS, in order for the amendment to be effective, the County must execute and deliver the amendment of the Agreement;

WHEREAS, it is necessary in connection with the amendment of the Agreement to provide for the authorization of the First Amendment to Master Lease-Purchase and Sublease-Purchase Agreement (the "First Amendment"), and other requisite documents necessary for closing; and

NOW THEREFORE, BE IT RESOLVED by the Board of the County Commissioners of Tuscarawas County, Ohio:

That for the purpose of better providing for the health and welfare of the people of the State of Ohio (the "State") by enhancing the availability, efficiency and economy of hospital facilities and the services rendered thereby by providing efficient operation of hospital facilities, this Board of County Commissioners hereby determines that it shall execute and deliver the First Amendment.

That, for the purpose of amending the Agreement, this Board of County Commissioners hereby authorizes and directs at least two County Commissioners of the Board to execute, on behalf of the County, the First Amendment and any exhibits thereto, and other requisite documents necessary for closing, substantially in the form presented to the Board of County Commissioners and on file with the Clerk of this Board and the agreements, covenants and promises therein made on behalf of the County shall be conclusively binding on the County and in full force and effect from and after the execution of the First Amendment.

That it is hereby determined that the First Amendment will promote the public purposes stated in Section 140.02 of the Act, and the County will be duly benefited thereby.

That the First Amendment and other requisite documents authorized by this Resolution shall be subject to such changes, insertions and omissions as are not adverse to the County and

approval of any changes, insertions and omissions shall be conclusively evidenced by the execution of said documents by at least two County Commissioners of the Board.

No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, or in the First Amendment, or under any judgment obtained against the County or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or otherwise, of any sum that may be due and unpaid by the County upon the revenue obligations evidenced by the Agreement, as amended. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the County or otherwise, of any sum that may remain due and unpaid upon the revenue obligations, evidenced by the Agreement, as amended, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the First Amendment.

The Agreement and the First Amendment are not general obligations, debt or bonded indebtedness of the County or the State of Ohio or any political subdivision thereof, and no party has the right to have excises or taxes levied by the County or the State of Ohio or any political subdivision thereof for the payment of obligations pursuant to the Agreement and the First Amendment and the right to such payment is limited to the revenues and special funds pledged for such purpose under the Agreement and the First Amendment.

That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22, *Ohio Revised Code*, and the rules of this Board of County Commissioners adopted in accordance therewith.

Commissioner Metzger seconded the resolution, and the roll being called upon its adoption, the vote resulted as follows:

COUNTY OF TUSCARAWAS, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

ATTEST:

Clerk of the Board
Board of County Commissioners
County of Tuscarawas, Ohio

DATE: _____, 2015

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of County Commissioners of the County of Tuscarawas, Ohio on the ____ day of _____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 2015.

Clerk of the Board
Board of County Commissioners
County of Tuscarawas, Ohio

DATE: _____, 2015

**FIRST AMENDMENT TO
MASTER LEASE PURCHASE AND SUBLEASE PURCHASE AGREEMENT**

among

FIFTH THIRD BANK
(Lessor)

COUNTY OF TUSCARAWAS, OHIO
(Lessee)

and

TRINITY HOSPITAL TWIN CITY
(Sublessee)

Dated September 3, 2015

**FIRST AMENDMENT TO MASTER LEASE PURCHASE AND SUBLEASE PURCHASE
AGREEMENT**

This FIRST AMENDMENT TO MASTER LEASE PURCHASE AND SUBLEASE PURCHASE AGREEMENT is dated September 3, 2015 (this "**Amendment**"), among FIFTH THIRD BANK ("**Lessor**"), the COUNTY OF TUSCARAWAS, OHIO ("**Lessee**") and TRINITY HOSPITAL TWIN CITY ("**Sublessee**") and is made with reference to the following facts:

RECITALS

A. The Lessor, Lessee and Sublessee entered into that certain Master Lease Purchase and Sublease Purchase Agreement dated as of September 1, 2011 (the "**Original Agreement**") pursuant to which Lessor leased the Project (defined therein) to Lessee, Lessee subleased the Project to Sublessee and Lessee assigned all Rental Payments (defined therein) to made by Sublessee under the Agreement to Lessor. The Original Agreement as modified by this Amendment is referred to herein as the "**Agreement.**"



B. In connection with the Original Agreement, Sylvania Franciscan Health (the “**Guarantor**”) entered into a Guaranty dated as of September 1, 2011 (as amended on the date hereof and as the same may be amended from time to time, the “**SFH Guaranty**”) with Lessor pursuant to which it agreed to guaranty the payment obligations of Sublessee under the Original Agreement. On the date hereof, Catholic Health Initiatives (“**CHI**”) is executing and delivering to Lessor a Guaranty (as amended from time to time, the “**CHI Guaranty**”) pursuant to which it will agree to guaranty the payment obligations of Sublessee under the Agreement.

D. In connection with the execution and delivery of the CHI Guaranty, the parties have agreed to make certain related amendments to the Original Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor, Lessee and Sublessee agree as follows:

1. Definitions.

a. *Definitions in Original Agreement.* Terms not otherwise defined herein shall have the meanings ascribed thereto in the Original Agreement.

b. *Additional Definitions.* In addition to the words and terms elsewhere defined in this Amendment, the following words and terms as used in this Amendment shall have the following meanings and such definitions are also hereby added to Section 2.01 of the Original Agreement:

i. “*Capital Obligation Document*” means the Capital Obligation Document, dated as of November 1, 1997, between CHI and the CHI COD Trustee, as may have been amended or supplemented to date and as may be further amended, supplemented or restated from time to time; provided, however, that for purposes of this Agreement, “Capital Obligation Document” shall include supplements or amendments to the covenants or other provisions of the Capital Obligation Document that are solely for the benefit of, or that exist while, certain Obligations (as defined in the Capital Obligation Document) are outstanding (e.g. bond insurer covenants included within any Supplemental Obligation Document as defined in the Capital Obligation Document) only so long as such Obligations (as defined in the Capital Obligation Document) are outstanding or any Person has the benefit of such covenants, provisions, supplements or amendments.

ii. “*CHP*” means Catholic Health Initiatives, a Colorado nonprofit corporation.

iii. “*CHI Fiscal Year*” means the period of twelve (12) consecutive calendar months for which financial statements of CHI have been examined by its independent certified public accountants; currently, a year ending on June 30.

iv. “*CHI Participants*” has the meaning given the term “Participant” as of the date hereof in the Capital Obligation Document.

v. “*CHI COD Trustee*” means Wells Fargo Bank, National Association, as Trustee under the Capital Obligation Document.

vi. “*Indebtedness*” has the meaning set forth in the Capital Obligation Document.

vii. “*Interest Rate Agreement*” means an interest rate exchange, hedge or similar agreement, entered into by CHI, which agreement may include, without limitation, an interest rate swap, a forward or futures contract or an option (e.g. a call, put, cap, floor or collar) and which agreement does not constitute an obligation to repay money borrowed or the equivalent thereof.

viii. “*Material Designated Affiliate*” has the meaning set forth in the Capital Obligation Document.

c. *Deleted or Modified Definitions:*

i. The definition of “Gross Receipts” and all references thereto contained in the Original Agreement, are hereby deleted.

ii. The definition of “Permitted Liens” and all references thereto contained in the Original Agreement, are hereby deleted.

iii. The definition of “Guarantor” in the Original Agreement is hereby deleted in its entirety and replaced with the following:

“**Guarantor**” means: (i) Sylvania Franciscan Health, an Ohio nonprofit corporation and (ii) CHI.

iv. The definition of “Guaranty” in the Original Agreement is hereby deleted in its entirety and replaced with the following:

“**Guaranty**” means: (i) the Guaranty executed by Sylvania Franciscan Health dated as September 1, 2011 and delivered to Lessor guaranteeing the payment obligations of the Sublessee pursuant to this Agreement, as the same may from time to time be amended and supplemented in accordance with the terms thereof and hereof and (ii) the Guaranty executed by CHI dated September ___, 2015 and delivered to Lessor guaranteeing the payment obligations of the Sublessee with respect to this Agreement, as the same may from time to time be amended and supplemented in accordance with the terms thereof and hereof.

2. Additional Amendments.

a. *Section 3.06.* Section 3.06 “Pledge of Gross Receipts” is hereby deleted in its entirety and replaced with the following: [Intentionally Deleted].

b. *Section 7.03.* Section 7.03 “Liens” is hereby deleted in its entirety and replaced with the following: [Intentionally Deleted].

c. *Section 8.03(h).* Subsection (h) of Section 8.03 is hereby deleted in its entirety and replaced with the following: [Intentionally Deleted].

d. *Section 8.04.* Section 8.04 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

Capital Obligation Disclosure Obligations. Sublessee shall cause CHI to provide to Lessor, at the same time it is provided to the Capital Obligation Trustee, the materials and notices required to be delivered to the Capital Obligation Trustee pursuant to Section 406 of the Capital Obligation Document, including, without limitation, the financial reports of CHI and the CHI Participants for each CHI Fiscal Year, all as set forth in Section 406 of the Capital Obligation Document.

Financial Information. In addition to the annual information required by Section 406 of the Capital Obligation Document, Sublessee shall cause CHI to provide to Lessor:

not later than ninety (90) days after the end of each of the first three quarters of CHI’s Fiscal Year, quarterly unaudited financial information for CHI, the CHI Participants and the Material Designated Affiliates prepared by CHI; and

not later than ninety (90) days after the end of the fourth quarter of CHI’s Fiscal Year, quarterly unaudited financial information for CHI and the CHI Participants prepared by CHI.

The unaudited financial information shall include a condensed balance sheet and a consolidated statement of operations, presented on a basis substantially consistent with the format of the financial statements.

Default Certificates; Compliance with Financial Covenants. Within 90 days after the close of each of the first three fiscal quarters of each fiscal year of CHI and within 150 days after the close of each fiscal year of CHI, Sublessee shall cause CHI to provide to Lessor a certificate signed by an authorized officer of CHI that (i) states that no Event of Default or Default has occurred and is continuing as of the date of such certificate or, if such an Event of Default or Default has occurred and is continuing, specifying the nature thereof and the steps CHI is taking to remedy the same and (ii) only for the certificate delivered within 150 days after the close of each fiscal year of CHI, sets forth in reasonable detail the calculation of the financial covenant set forth on Exhibit H hereto.

CHI shall make all financial statements required to be delivered under Section 8.04(a) and Section 8.04 (b) available on <http://emma.msrb.org> (or, upon prior written notice to Lessor, any other



applicable online system used by CHI) for the posting of financial statements, and the posting of any such financial statements on http://emma.msrb.org (or such other system) no later than the deadlines required by Section 5.01 (or 406 of the Capital Obligation Document, as applicable) shall be deemed to be compliance with these sections.

e. *Section 13.01(c)*. Subsection (c) of Section 13.01 is hereby deleted in its entirety and replaced with the following:

(c) (i) CHI shall fail to pay when due any principal of or premium, if any, or interest on any Indebtedness secured by the Capital Obligation Document (excluding, for purposes of this subsection (c)(i), accelerated payments on bank-held bonds arising from unreimbursed draws on letters of credit, banker’s acceptances, standby bond purchase agreements and other similar instruments, which acceleration results from the occurrence of an event of default with respect thereto), or (ii) CHI shall fail to pay when due (A) any principal of or premium, if any, or interest on any Indebtedness of CHI that is outstanding in an amount of \$50,000,000 or more (other than Indebtedness of CHI that is expressly by its terms subordinated in payment to the “Obligations” of CHI under and as defined in the Capital Obligation Document) or (B) any payment or payments which individually or in the aggregate equal or exceed \$50,000,000 under any Interest Rate Agreement (other than an Interest Rate Agreement described in clause (i) above) to which CHI is a counterparty.

f. *Section 13.01(e)*. Subsection (e) of Section 13.01 is hereby deleted in its entirety and replaced with the following: [Intentionally Deleted].

g. *Section 14.01*. Section 14.01 titled “Negative Covenants” is hereby deleted in its entirety and replaced with the following:

(a) [Intentionally Deleted]

(b) [Intentionally Deleted]

3. Replacement of Exhibit H. EXHIBIT H to the Original Agreement, titled “FINANCIAL COVENANTS” is hereby deleted and replaced in its entirety with Exhibit H hereto.

4. Deletion of Exhibit J. EXHIBIT J to the Original Agreement, titled “PERMITTED LIENS,” and all references thereto, are hereby deleted in its entirety.

5. Amendment Not to Constitute a Full Faith and Credit Obligation of Lessee. This Amendment shall not constitute a pledge of the general credit or taxing power of the Lessee or the State or any political subdivision thereof and shall not be a general obligation, debt or bonded indebtedness of the Lessee or the State or any political subdivision thereof and the Lessor is not entitled to have excises or taxes levied by the Lessee or the State or any political subdivision thereof for the purposes of providing funds for the payment of the Rental Payments under the Agreement.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. Effect. Except as specifically modified by this Amendment, the Original Guaranty Agreement and all of its provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands on this First Amendment to Master Lease Purchase and Sublease Purchase Agreement as of the date first set forth above.

FIFTH THIRD BANK

By: _____
Name: David Batey

Title: Vice President

State of _____

County of _____

On this 3rdday of September, 2015, before me, a notary public in and for the county and state aforesaid, personally appeared David Batey, to me known and known to me to be an authorized officer of Fifth Third Bank, the above-described bank, and to me known to be the person who executed the foregoing instrument, and acknowledged to me the execution thereof to be his free act and deed and the free act and deed of said bank for the uses and purposes therein mentioned, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said bank as such officer; that the same is his free act and deed as such officer, and the free act and deed of said bank; and that he was duly authorized thereunto by its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written

Notary Public

My commission expires: _____

[NOTARY SEAL]

COUNTY OF TUSCARAWAS, OHIO

By: _____
County Commissioner

By: _____
County Commissioner

By: _____
County Commissioner

APPROVED AS TO FORM

By: _____
Prosecuting Attorney

State of _____

County of _____

On this ____ day of September, 2015, before me, a notary public in and for the county and state aforesaid, personally appeared _____, _____, and _____, to me known and known to me to be County Commissioners of the County of Tuscarawas, Ohio, and to me known to be the individuals who executed the foregoing instrument, and acknowledged to me the execution thereof to be their free act and deed and the free act and deed of said County for the uses and purposes therein mentioned, and acknowledged to me that they did so sign said instrument in the name and upon behalf of said County as such officers; that the same is their free act and deed as such officers, and the free act and deed of said County.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written

Notary Public

My commission expires: _____

[NOTARY SEAL]

TRINITY HOSPITAL TWIN CITY

By: _____
Name: Joseph Mitchell
Title: President

State of _____

County of _____

On this ____ day of September, 2015, before me, a notary public in and for the county and state aforesaid, personally appeared Joseph Mitchell, to me known and known to me to be the President of Trinity Hospital Twin City, and to me know to be the person who executed the foregoing instrument, and acknowledged the execution thereof to be his free act and deed and the free act and deed of said Corporation, for the uses and purposes therein mentioned, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said Corporation as such officer; that the same is his free act and deed as such officer, and the free act and deed of said Corporation; and that he was duly authorized thereunder

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written

Notary Public

My commission expires: _____

[NOTARY SEAL]

Agreed and Accepted by the Guarantor:

SYLVANIA FRANCISCAN HEALTH

By: _____
Name: Robert Tracz
Title: Chief Financial Officer

State of _____

County of _____

On this ____ day of September, 2015, before me, a notary public in and for the county and state aforesaid, personally appeared Robert Tracz, to me known and known to me to be the Chief Financial Officer of Sylvania Franciscan Health, and to me know to be the person who

executed the foregoing instrument, and acknowledged the execution thereof to be his/her free act and deed and the free act and deed of said Corporation, for the uses and purposes therein mentioned, and acknowledged to me that he/she did so sign said instrument in the name and upon behalf of said Corporation as such officer; that the same is his/her free act and deed as such officer, and the free act and deed of said Corporation; and that he/she was duly authorized thereunder

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written

Notary Public

My commission expires: _____

[NOTARY SEAL]

CATHOLIC HEALTH INITIATIVES

By: _____
Name: Linda L. MacDonald
Title: Vice President, Treasury Services

State of _____

County of _____

On this ____ day of September, 2015, before me, a notary public in and for the county and state aforesaid, personally appeared Linda L. MacDonald, to me known and known to me to be the Vice President, Treasury Services of Catholic Health Initiatives, and to me know to be the person who executed the foregoing instrument, and acknowledged the execution thereof to be her free act and deed and the free act and deed of said Corporation, for the uses and purposes therein mentioned, and acknowledged to me that she did so sign said instrument in the name and upon behalf of said Corporation as such officer; that the same is her free act and deed as such officer, and the free act and deed of said Corporation; and that she was duly authorized thereunder

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written

Notary Public

My commission expires: _____

[NOTARY SEAL]

**EXHIBIT H
FINANCIAL COVENANTS**

Historical Debt Service Coverage Ratio. Sublessee shall cause the CHI Reporting Group to maintain a Historical Debt Service Coverage Ratio of at least 1.1 to 1.0 as of the last day of each fiscal year of the CHI Reporting Group. The foregoing Historical Debt Service Coverage Ratio shall be tested and reported annually.

Definitions

“CHI Reporting Group” has the meaning set forth in the Capital Obligation Document.



“Historical Debt Service Coverage Ratio” has the meaning ascribed thereto as of September ____, 2015 in the Capital Obligation Document.

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

RESOLUTION (818-2015) PAYMENT OF BILLS

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to approve for payment the following bills.

911

Frontier Power Co	Tower Electric	607.16
APCO Institute	Instructor Courses	404.00
Xerox	Xerox Charges	117.84
APCO International	EMD Courses	190.46

Auditor

Harris Computer Systems	Monthly Payroll Support	1,699.30
Treasurer State of OH	LGS Audit	400.00

Child Support

Jeffrey Mamarella, Treasurer	IV-D Contract/Juvenile Court Magistrate	11,666.21
Jeffrey Mamarella, Treasurer	IV-D Contract/Common Pleas Magistrate	2,367.06
Melanie Patterson	Travel	55.20
Schoenbrunn Pest Control	Pest Control	35.00
Graphic Enterprises	Copier Maintenance	59.93
Go Shred	Shredding Services	45.00
American Electric Power	Electric	1,910.07
Toshiba Business Solutions	Copier Maintenance	72.88
Dominion East Ohio Gas	Service	28.50
Frontier	Service	50.42
Fayette Flag & Banner	US Flags for Agency	97.20
First Communications	Long Distance	172.42
Lisa Cardani	Travel	104.27

Clerk of Courts

Xerox	Service	79.77
Independence Business Supply	Supplies	33.48

Commissioners

Kathy Kosmides	Humane Agent Salary	500.00
Staples Business Advantage	Supplies	54.54
Staples Business Advantage	Supplies	72.54
Schindler Elevator	Service Contract	536.43
Dominion East Ohio Gas	Service/JFS	119.30
Blasenhauer Plumbing	Repairs	1,473.90
Blasenhauer Plumbing	Repairs	347.00
American Electric Power	Electric/NJNP	50.82
Parr Safety Equipment	Equipment/Drug Task Force Vehicle	1,794.00
Brandywine Valley Development	Royalty Sharing	166.25
US Bank Equipment Finance	Copier Lease	89.00
Tusc Co Chamber of Commerce	Safety Council	34.00
Go Shred	Shredding Services	150.00
Frontier	Service/216.010.9884.031475.5	69.70
OARnet	IT Server Upgrade Kit	3,328.45
Martin’s Mobile Glass	Windshield Repair	59.00

Community & Economic Development

Harmon Hardwoods	Signs for Canal Lands	30.00
Harmon Hardwoods	Signs for Canal Lands	96.00

Dog Pound

American Electric Power	Electric	689.41
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Verizon Wireless	Service	61.10
Scott's Lawn Care	Mowing Services	208.33
Parkway Auto	Service	80.42
Fairfield Computer Service	Monthly Dog Subscription	200.00
National Band & Tag	Dog Tags-2018	1,660.80
Emergency Management		
Patty Levensgood	Cell Phone Reimb	19.67
Engineer		
Liniform	Uniform Rental	140.95
Lowe's Business Account	Bridge & Culvert Supplies	244.93
Young Truck Sales	Repairs/Parts	49.90
American Electric Power	Electric	1,010.73
Joe Bachman	Travel & Misc Expenses	757.82
Frontier Communications	Service	152.04
Human Resources		
Kris Lowdermilk	Travel	13.80
Job & Family Services		
Frontier	Service	628.36
Rachel Cannon	Travel	77.65
Heather Miller	Travel	192.22
Shred It	Paper Shredding	163.08
AT & T	Advertising	4.44
Angela Barlock	Travel	150.51
Horizons of Tusc & Carroll	Transportation	31,742.14
Forensic Fluids Labs	Drug Screens	104.00
Constance Welsh	Adoption Incentive	150.00
Dr Nicholas Varrati MD	Drug Screens	60.00
Tuscarawas County YMCA	Kinship Grant/Summer Camp	1,890.00
Jewell Friend	KPIP	300.00
Six County Inc	FACES/MH Assessment	132.00
Treasurer State of OH	Driving Records/New Foster Parents	10.00
Dawn Michelle Shook	PRC	200.00
Marc Lightell/Crystal Springs	Cooler Rental for Reception Area	14.00
Pitney Bowes	Supplies	225.58
Shannon Weekley	Travel & Training	98.53
Laura Burton	Travel & Training	516.74
Stacia Stevens	Travel & Training	138.62
Rachel Cathey	Travel & Training	105.54
Patti Wendling	Travel	18.40
Gabrielle Weingarth	Travel	256.22
Beverly Gerber	Travel & Training	410.82
Beth Kiggans	Travel & Training	16.39
Mark & Raynah Abbuhl et al	AA & SAMS	27,907.21
Rhonda Stull	FC Uniforms for School	93.21
Deborah Mauriello	IV-E Daycare	950.00
Adoption & Attachment Therapy	PASSS	118.75
Law Library		
Integrity Computer Center	Router	75.00
Tusc Co Clerk of Courts	Notary Fees	139.00
Tusc Co Clerk of Courts	Notary Fees	8.00
Frontier	Service	57.64
Prosecutor		
Michael Ernest	Travel	36.80
Comdoc Leasing	Copier Lease Agreement	416.53
Sheriff		
Moore Medical	Supplies	288.00
Gardiner	Repairs	605.25
Blasenhauer Plumbing	Repairs	440.00
Hahn Motors Body Shop	Cruiser Repairs	100.00
Xerox	Xerox Charges	877.26
Kimble Landfill	Refuse Collection Fee/IWP	46.00



Miller & Co	Porta John Service/IWP	64.00
Parr Public Safety	Equipment	2,000.00
Holmes County Sheriff's Office	Reimb Overtime/Drug Task Force	110.82
G & L Supply	Supplies	926.67
Lowe's	Supplies	130.42
Dominion East Ohio Gas	Service	2,549.72
Treasurer		
Harris Computer Systems	Software Support	391.44
Water & Sewer		
Lowe's	Materials	5.02
Rex Pipe	Materials	106.89
Univar	Chemicals	1,587.00
Troy Pantelis	Cleaning Services	320.00
Ream & Haager Lab	Lab Services	632.50
American Electric Power	Electric	29.35
Frontier	Service	48.55
Caldwell Tank	Repairs	4,321.71
Lowe's	Materials	81.42
Ream & Haager Lab	Lab Services	79.00
Ream & Haager Lab	Lab Services	199.00
Newcomerstown Water	OM & R	3,765.04
American Electric Power	Electric	251.97
Frontier	Service	43.88
Frontier	Service	49.95
Frontier	Service	38.48
Tusc Co Commissioners	Loan Repayment	3,076.25

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

OTHER BUSINESS: Commissioner Abbuhl reported that he and Jane Clay, Executive Assistant, recently attended two (2) of the five (5) training sessions held for the Lean Ohio Six Sigma. The mission of Lean Ohio Six Sigma is "to make government services in Ohio simpler, faster, better and less costly." Local government fund initiatives covered the costs of attendance. Commissioner Abbuhl said that the training is beneficial because it provides strategies to streamline government processes, while making them more effective and efficient. Commissioner Everett said it gives government workers the tools, information and applications to implement effective strategies. To date, a total of 13 staff members from various Tuscarawas County agencies have attended the training sessions.

Commissioner Metzger reported that he attended the annual meeting of the Tuscarawas County chapter of the Ohio Farm Bureau Federation held Sept. 2, 2015. He said that the county Farm Bureau members voted to oppose State Issue 3 on the Nov. 3, 2015, general election ballot, which would legalize marijuana if approved. State Rep. Al Landis (R-Dover) also attended the Farm Bureau meeting and provided a summary of statewide issues related to Issue 3. Commissioner Metzger said that Responsible Ohio, which is the organization that developed and is, supporting State Issue 3, has the resources to outspend opponents of the issue. The Tuscarawas County Anti-Drug Coalition is developing a public education program and plan to detail concerns with Issue 3 for county residents. Commissioner Metzger said that if Issue 3 is approved, the county will be negatively affected and residents deserve better.

NO FURTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (819-2015) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Abbuhl, to adjourn at 9:19 a.m. to meet in Regular Session, Tuesday 8th day of September, 2015.

VOTE: Belle Everett, yes;
 Kerry Metzger, yes;
 Chris Abbuhl, yes;

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.

Belle Everett

Kerry Metzger
Chris Abbott

Attest: Maria Lautenschlager
Clerk of the Board

