

# January 18, 2017

## Agenda

### *Pledge of Allegiance*

3:15 *Michael Jones - Village of Newcomerstown Agreement*

Approve Minutes 01/09/2017

Approve Minutes 01/11/2017

Temporary Appropriations (2)

Approve Non-General Budgets 2017

Interfund Transfer/Advance

Before/After Expenditures

Out of County Travel – EMA

Out of County Travel – Coroner

Approve Procedure for Complying with Responsible Contracting

Appoint LEPC Member

Intent to Conduct Internet Auction ~~2016~~ 2017 Amended 1/23/2017

Proclamation Cody Garbrandt Bantam Weight Champion

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION ON WEDNESDAY THE 18<sup>TH</sup> DAY OF JANUARY, 2017, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl

Joe Sciarretti

Commissioner Abbuhl presiding.  
Commissioner Metzger was absent.

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

### **RESOLUTION (046-2017) SUSPEND READING OF MINUTES 01/09/2017**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to suspend the reading of the minutes of the January 9, 2017 meeting.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

### **RESOLUTION (047-2017) APPROVE MINUTES**

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

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (048-2017) TEMPORARY APPROPRIATIONS 2017**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve the following temporary appropriation for 2017:

Y18-000	Auditor – Unclaimed Monies <i>Claim for Proceeds</i>	\$30,000.00
A315-A15	Commissioners – Grants <i>Invoice</i>	\$119.87

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (049-2017) APPROVE NON-GENERAL BUDGETS 2017**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve the following Non-General Budgets for 2017:

NO.	FUND NAME	AMOUNT
B53	EMA Special Projects Fund	\$0.00
Q91	Tech Park Fund	\$0.00
S90	Enterprise Zone Fund	\$2,500.00
T05	Block Grant	\$661,647.00
T10	Block Grant Revolving Loan Fund	\$0.00

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (050-2017) BEFORE & AFTER EXPENDITURES**

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

Fastenal (Engineer)	364.02
Davis Radiator (Engineer)	800.00
Dover Brake (Engineer)	151.70
Dominion East Ohio (Engineer)	649.33
JP Mohler, LLC (Engineer)	749.14
JW Cookson (Engineer)	2875.00
Peterman Plumbing & Heating (Engineer)	545.77
Snyder Brothers (Engineer)	300.00
Terminal Supply Co. (Engineer)	134.53
Truck Sales & Service (Engineer)	325.07
Ziegler Bolt & Nut House (Engineer)	123.75
Ziegler Tire & Supply Co (Engineer)	1899.99
Twin City Automotive (Engineer)	250.96
Liniform (Engineer)	137.87
Stony Point Supply (Engineer)	1978.65
Chuck Nicholson GMC (Engineer)	2745.92
Centre Supply Co. (Engineer)	416.71
Lowe's (Commissioners)	299.50
Alco (Commissioners)	195.70
AEP (Commissioners)	134.81
Fenton Brothers (Commissioners)	159.55
Kayline (Commissioners)	779.74
Pitney Bowes (Commissioners)	775.96
Wilson Christian Child Care (JFS)	704.00
Ruth Hursey (JFS)	600.00
Sandra Mann (JFS)	600.00
Guidestone (JFS)	821.60

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (051-2017) INTERFUND TRANSFER/ADVANCE**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve the following interfund transfer/advance as per State Auditor’s recommendation:

Treasurer, Tusc. Co.	Transfer – Jail Operations	\$725,000.00
Treasurer, Tusc. Co.	Transfer - Regional Planning	\$15,000.00
Treasurer, Tusc. Co.	Transfer – Public Defender	\$105,000.00
Treasurer, Tusc. Co.	Transfer – OCED	\$16,000.00
Treasurer, Tusc. Co.	Transfer – Community Corrections	\$80,000.00
Treasurer, Tusc. Co.	Transfer – 911 Sales Tax	\$400,000.00

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (052-2017) OUT OF COUNTY TRAVEL – EMA**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve the following travel requests.

**DATE:** 01-20-17 (Ashland Co. EMA); 04-21-17 (Coshocton Co. EMA); 07-21-17 (Holmes Co. EMA); 10-20-17 (Summit Co. EMA)  
**TITLE:** NE ASSOCIATION MEETING  
**LOCATION:** U.S. DISTRICT COURT YOUNGSTOWN, OHIO  
**ATTENDING:** PATTY LEVENGOOD  
**ANTICIPATED EXPENSE:** Use of County Vehicle & Meal

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (053-2017) OUT OF COUNTY TRAVEL – CORONER**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve the following travel requests.

**DATE:** MARCH 6-8, 2017  
**TITLE:** DEATH INVESTIGATION TRAINING  
**LOCATION:** CUYAHOGA CO. ME’S OFFICE  
**ATTENDING:** CATHY CLARKE  
**ANTICIPATED EXPENSE:** mileage, hotel (\$200/night), parking (unknown), meals (stipend x 3), course fee \$200.00

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**DISCUSSION:** Scott Reynolds, Director, Office of Community & Economic Development was present to explain the procedure for complying with RESOLUTION (902-2016) Responsible Contract Language. Mr. Reynolds explained that any bidder/contractor and/or sub-contractors that wishes to submit a competitive bid for or execute a contract for projects undertaken by the Commissioners must file the Responsible Contractor Affidavit and Certification of Contractor/Sub-Contractor. The fee associated with the filing is \$100.00 and will only once during a twelve-month period no matter how many they submit during that twelve-month period. Commissioner Abbuhl noted that the Mr. Reynolds worked with Bob Stephenson, Assistant Prosecuting Attorney to create the following document. Mr. Stephenson approved the document.

**RESOLUTION (054-2017) ADOPT RESPONSIBLE CONTRACT LANGUAGE PROCESS & FEE**

It was moved by Commissioners Sciarretti, seconded by Commissioner Abbuhl to approve the following:

WHEREAS, the Tuscarawas County Board of Commissioners (“Commissioners”) has resolved to adopt “Responsible Contracting” procedures and requirements as presented in Tuscarawas County Resolution No. 902-2016; and

WHEREAS, in order to uniformly implement the procedures and requirements; and

NOW, THEREFORE, it is hereby resolved by the Commissioners that the following process and fee be adopted and adhered to with respect to the compliance with Tuscarawas County Resolution No. 902-2016 for construction projects and public improvements proposed or undertaken by the Commissioners in Tuscarawas County, Ohio:

**PROCEDURE FOR COMPLYING WITH RESOLUTION NO. 902-2016**

**Section 1.** Any Professional Contractor **and** any Sub-Contractor (working for or with the General Contractor) wishing to submit a competitive bid for or execute a contract for construction projects and public improvements proposed or undertaken by the Commissioners in Tuscarawas County, Ohio shall annually file the **RESPONSIBLE CONTRACTOR AFFIDAVIT AND CERTIFICATION OF CONTRACTOR/SUBCONTRACTOR** as provided by the Tuscarawas County Office of Community & Economic Development.

**Section 2.** The Bidder/Contractor and/or Sub-contractors may obtain the blank Affidavit from the Tuscarawas County Office of Community & Economic Development, 125 East High Avenue, Room 212, New Philadelphia, Ohio 44663, Telephone Number: (330) 365-3219 E-Mail: [tuscoced@co.tuscarawas.oh.us](mailto:tuscoced@co.tuscarawas.oh.us)

**Section 3.** The Bidder/Contractor and/or Sub-contractors must then sign said Affidavit and attach all appropriate information or documents required to meet the criteria specified in the Affidavit and return it to the aforesaid Tuscarawas County Office of Community & Economic Development at the address above. If any of the appropriate information or documentation required to meet the criteria specified in the Affidavit is updated or changed during the twelve months immediately following the filing of the Affidavit it is the responsibility of the Contractor and/or the Sub-contractor to see that the changed information or documentation is updated in the County filing.

**Section 4.** The Fee for filing the Annual Affidavit with the Tuscarawas County Office of Community & Economic Development is \$100.00. Said fee shall not be charged to any individual Bidder/Contractor or Sub-contractor more than once in any twelve-month period. The date that the Affidavit is filed shall be noted clearly on the front of the Affidavit in order to determine the active twelve-month period.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (055-2017) APPOINT LEPC MEMBER – SCIARRETTI**

It was moved by Commissioner Abbuhl, seconded by Commissioner Sciarretti, to appoint Commissioner Joe Sciarretti to the Local Emergency Planning Committee (LEPC). Commissioner Sciarretti’s term will expire 08/14/2017.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (056-2017) INTENT TO CONDUCT AN INTERNET AUCTION FOR THE SALE OF UNNEEDED OBSOLETE OR UNFIT COUNTY PERSONAL PROPERTY IN CALENDAR YEAR 2017**

The Board of County Commissioners of Tuscarawas County, Ohio, hereinafter referred to as “Board”, met in regular session on the 18th day of **January, 2017**, at the office of the Board located at 125 East High Avenue, New Philadelphia, Ohio 44663, with the following members present:

Chris Abbuhl

Joe Sciarretti

Commissioner Sciarretti moved the adoption of the following Resolution:

WHEREAS, House Bill 226 of the 124th General Assembly, which became effective on January 6th, 2002, provides that a board of county commissioners may sell county personal property, including motor vehicles acquired for the use of county offices and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, by internet auction; and

WHEREAS, R.C. § 307.12(E), as amended by House Bill 226, requires a board of county commissioners to adopt, during each calendar year, a resolution expressing its intent to sell county personal property by internet auction; therefore be it

RESOLVED, that the Board hereby expresses its intent to sell, by internet auction during calendar year 2016, county personal property which is not needed for public use, is obsolete, or is unfit for the use for which it was acquired; and be it further

RESOLVED, that the internet auction will be conducted in accordance with the terms and conditions described in the document called "Online Sales - Terms and Conditions", a true copy of which is attached hereto and is incorporated herein by reference as if fully re-written herein; and be it further

RESOLVED, that, in addition to the terms and conditions as stated in the aforesaid document called "Online Sales - Terms and Conditions", the internet auction will also be conducted in the following manner and/or under the following additions terms and conditions:

The auction shall be conducted on a continuous basis through accessing the Tuscarawas County web site located at [www.co.tuscarawas.oh.us](http://www.co.tuscarawas.oh.us); and be it further

RESOLVED, that the number of days of bidding on the property involved, as specified in R.C. § 307.12(E), will be 15 days, including Saturdays, Sundays, and legal holidays; and be it further

RESOLVED, that in order to enable the Board to use software provided by GovDeals, Inc. to facilitate the offering of county personal property for sale by internet auction, the Board does hereby approve and enter into a written contract called GovDeals Sellers Agreement (hereinafter "Agreement") with GovDeals, Inc., a Delaware corporation having its principal place of business at 5913 Carmichael Place, Montgomery, Alabama 36117, telephone number 334-387-0476, to conduct the internet auction on the county's behalf, and a true copy of the said Agreement is attached hereto and is incorporated herein by reference as if fully re-written herein; and be it further

RESOLVED; that the Board will publish in the Times Reporter, a newspaper of general circulation in the county, a summary of the information contained in this resolution and that this summary will be published in that newspaper on the following dates: January 15 & 26, 2017, the second date being at least 10 days after but not more than 20 days after the first publication of the notice; and be it further

RESOLVED, that a notice similar to the one published in the newspaper will be posted continually throughout the remainder of the calendar year 2016 in a conspicuous place in the offices of the county auditor and the offices of the Board and on the Tuscarawas County web site at <http://www.co.tuscarawas.oh.us/>; and be it further

RESOLVED, that the Board reserves unto the Board or its representative the right, at a later date, to do any or all of the following: (a) to establish the minimum prices that may be accepted for any specific items of county personal property that is the subject of the internet auction; (b) to establish other or additional terms and conditions concerning any particular internet sale that may occur, including but not limited to terms and conditions concerning requirements for pick up and/or delivery of the property, method of payment, and payment of sales tax in accordance with applicable laws; and/or (c) to reject any and all bids and/or to withdraw from sale any of the items listed; and be it further

RESOLVED, that the information described in the paragraph above will be provided on the internet at the time of the auction itself and, in addition, may be provided before that time, upon request, after the terms and conditions have been determined by the Board or its representative; and be it further

RESOLVED, that the Clerk of the Board is hereby directed to deliver a certified copy of this resolution to the County Auditor of Tuscarawas County, Ohio so that the County Auditor can act on the Certificate of Availability of Funds that is to be attached to the Agreement pursuant to R.C. § 5705.41(D)(1); and be it further

RESOLVED, that the Clerk of the Board is hereby ordered to take the steps necessary to implement this Resolution including making arrangements for publication in the newspaper of a summary of the information contained in this resolution and for posting the required notices in the offices of the County Auditor and Commissioners and on the Tuscarawas County website.

Commissioner Abbuhl seconded the motion and the vote resulted as follows:

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

LEGAL ADVERTISEMENT

On January 18, 2017, the Tuscarawas County Board of Commissioners entered into an agreement with GovDeals, Inc. to provide online auction services to the County for calendar year 2017. Tuscarawas County hereby creates the following rules pursuant to Ohio Revised Code 307.12:

The Tuscarawas County Board of Commissioners has determined that surplus property including motor vehicles acquired for the use of County offices and departments, and road machinery, equipment, tools or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction, and by a resolution dated January 18, 2017, the Tuscarawas County Board of Commissioners has declared its intent to sell property through the Internet.

The auctions shall be conducted on a continuous basis through accessing the Tuscarawas County website located at [www.co.tuscarawas.oh.us](http://www.co.tuscarawas.oh.us) and double clicking on the GovDeals icon. The surplus items shall be posted for fifteen days including Saturdays, Sundays and legal holidays.

The County will also post a notice of such Internet auction on the bulletin boards on the first floor of the courthouse and the county office building on a continuous basis.

A notice will appear continuously on the County’s web site that surplus property is available through Internet auction.

All property is offered for sale “As Is, Where Is”. Tuscarawas County makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to the any payment for loss of profit or any other money damages – special, direct, indirect or consequential, and

The County reserves the right to reject any and all bids and to withdraw from sale of any of the items listed.

By order of the Tuscarawas County Board of Commissioners

Attest:

Publish: January 25 & February 1, 2017

**RESOLUTION (057-2017) PROCLAMATION – CODY GARBRANDT**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to proclaim the following:

# PROCLAMATION

**Whereas:** We, the Board of Tuscarawas County Commissioners wish to express our sincere congratulations to Cody "No Love" Garbrandt for his dominating performance in capturing the title of the new bantam weight champion of the world; and

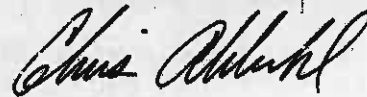
**Whereas:** Sports have been a fundamental part of Cody's life from a very young age. As he developed his athletic ability he became a standout on the Claymont High School wrestling mats, winning a state title his freshmen year. But his sights and dreams were set for a much higher goal, one that would propel him as an elite athlete becoming the undisputed, undefeated world class champion; and

**Whereas:** The inspirational message from Cody is "... my heart and my soul and my roots are in 922 and I just want to inspire people to have a dream." However many people have influenced Cody's life but one stands out of the crowd that influenced a turning point in his life and that person is Maddux Maple. Cody is quoted as saying "No matter what happens in my life, I'm thankful for this kid." and

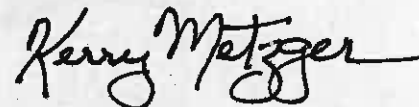
**Whereas:** We believe that the commitment, determination, and the true grit that it takes to be a winner can be seen in Cody Garbrandt as an American mixed martial artist and Maddux Maple who has battled against cancer from the age of five. Both of these young men in their respective battles are worthy of being titled Champions; and

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TUSCARAWAS COUNTY COMMISSIONERS TO RECOGNIZE AND HONOR CODY GARBRANDT FOR HIS OUTSTANDING ACCOMPLISHMENT OF BEING TITLED THE BANTAM WEIGHT CHAMPION OF THE WORLD AND HIGHLIGHTING HIS HOME COMMUNITY OF THE TWIN CITIES AND TUSCARAWAS COUNTY**

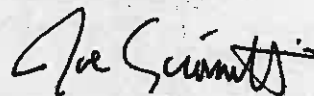
Tuscarawas County Commissioners



Chris Abbuhl



Kerry Metzger



Joe Sciarretti

VOTE:

Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**RESOLUTION (058-2017) PAYMENT OF BILLS**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve for payment the following bills:

**911**

Language Line Services	Interpreter	20.14
Staples	Supplies	511.52
American Electric Power	Tower Electric	489.11
Airbus DS Communications	Yearly Maintenance Contract	9,766.00
Staley Technologies	Maintenance Contract/Paging System	727.65
Guernsey Muskingum Electric	Tower Electric	259.62

**Child Support**

OH CSEA Director's Association	Appriss Contract Files	450.00
Office Depot	Paper	264.90
Toshiba Business Solutions	Copier Maintenance	1.50
City of New Philadelphia	Water/Sewer/Trash	69.19
American Electric Power	Electric	1,413.44
American Electric Power	Electric	438.46
OH CSEA Director's Assoc	Clear Usage Fee	78.00
Pitney Bowes Global Finance	Postage Meter Lease	414.00
Frontier	Service	701.11
Frontier	Service	316.04
Verizon Wireless	Broadband Wireless Service	80.30
G & L Supply	Supplies	106.28
Go Shred	Shredding Services	57.00

**Clerk of Courts**

AT & T	Service	118.77
Xerox	Service	19.88
Xerox	Service	59.28
Move It	Service	261.34
Move It	Service	270.50

**Commissioners**

Treasurer Tusc Co	Internet Auction Distribution	19,330.54
GovDeals	Auction Sale Fees	1,567.34
Comdoc	Copier Charges	34.86
Kayline	Supplies	136.45
Hanhart Agency	Bond	100.00
Tractor Supply	Portable Heaters	209.98
McMahon DeGalis LLP	Professional Services	2,500.00
Krugliak Wilkins & Dougherty	Legal Services/Healthcare Consortium	12,091.41
Krugliak Wilkins & Dougherty	Legal Services/Healthcare Consortium	4,178.37
Agland Co-op	Diesel Fuel/Generator	351.30
Agland Co-op	Fuel	129.50
Hanna Campbell & Powell	WC Services	112.50
Frontier	Service/216.014.8124.092198.5	598.00
Union Hospital	TB Testing	43.61
Middaugh Printers	Business Cards	130.00
First Communications	Long Distance/Switchboard	136.60
First Communications	Long Distance/Veterans	42.78
Rex Pipe	Supplies	7.87
Pitney Bowes Reserve Account	Postage	20,000.00

**Common Pleas**

Matthew Bender & Co	Legal Publications	220.10
Comdoc	Contract Base Charge	32.67
Tusc Co IT Dept	Supplies	766.61
Elizabeth Stephenson	Reimb Registration Fee & Mailing	47.95



**Community & Economic Development**

Kramer Engineers	Engineering Services	16,766.25
East Central Ohio Building Authority	Small Business Plan Approval	201.75
Frontier Communications	Service/Fax Line	51.75

**Community Corrections**

American Court & Drug Test Services	Electronic Monitoring	5,362.00
Patrick Maculaitis	Housing Assistance	450.00
Horizons	Transportation Services	4,000.00
American Court & Drug Test Services	Drug Testing Services	525.00
Patrick Maculaitis	Housing Assistance	173.00
Melymbrosia Associates	Treatment Services	755.00
Tusc Co Sheriff's Office	Gasoline	160.30

**Coroner**

Axis Forensic Toxicology	Tox Screens	500.00
Smith Ambulance	Body Removal	1,962.00
Stark County Coroner	Autopsies	6,315.00
Stark County Coroner	Autopsies	1,385.00

**Dog Pound**

Tusc Co Sheriff's Office	Fuel	437.65
Action Now Pest Control	Pest Control	35.00
First Communications	Long Distance	9.82

**Emergency Management**

Harris Battery Co	Supplies	605.28
Harris Battery Co	Supplies	671.36
Tusc Co Sheriff	Supplies	40.63

**Employee Dress Down Day Fund**

American Diabetes Association	Dress Down Day	327.00
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**Engineer**

Amerigas	Propane/Port	425.79
Triple R Trailer Sales	Repairs/Parts	70.00
Truck Sales & Service	Repairs/Parts	373.75
Kuester Implement	Repairs/Parts	361.91
Cross Truck Equipment	Repairs/Parts	144.50
JW Cookson	Repairs/Parts	379.95

**Information Technology**

Staples	Supplies	46.06
Provantage	Supplies	101.08
Staples	Supplies	89.58
Provantage	Supplies	530.91

**Job & Family Services**

Horizons of Tusc & Carroll	Transportation	24,745.80
Office Depot	Supplies	115.29
Quill	Supplies	80.08
US Postal Service	Postage by Phone	2,500.00
Discount Drug Mart	Calendars	75.62
Walmart Community	Air Pressure Gauges	35.48
Zashin & Rich	Professional Services	296.00
Tusc Co Water & Sewer	Pump Station Maintenance	150.00
Triad Roofing & Services	Roof Repairs	225.20
Tusc Co Commissioners	Rent & Utilities	4,886.99
First Communications	Phone Bill	188.23
Amy Adkins	Travel	121.72
PCSAO	Membership	3,786.25
PCSAO Canton District	Membership	150.00
Nicole John	Travel	57.50
Mandy Prosser	Travel	39.56
Society for Equal Access	Transportation	87,757.60
Agnes Walker et al	NET Mileage Reimb	11,607.64
Roy & Mendy Dew	Transportation	74.06
Simon & Katie Yoder	Transportation	43.24

Fredy & Leona Tenorio	Transportation	13.80
Treasurer State of OH	Fingerprints	710.00
Payton Blankenship	Diversion	584.00
Vincent & Dana Beachy et al	Own Home Boarding Payroll	20,498.00
Belmont Pines et al	Purchased Care Boarding Payroll	158,707.05
Treasurer State of OH	Fingerprints	272.00
Clear Communications	Interpreter	1,104.00
Kyler Pringle Lundholm & Durman	Non-Recurring Adoption Expenses	916.50
Christopher & Stacy Troyer	FC Clothing Reimb	75.30
Jacob & Marilyn Miller	FC Clothing Reimb	55.89
Luke & Megan Kneuss	FC Clothing Reimb	63.51
All About Children	IV-E & Non IV-E Daycare	1,739.27
Building Blocks Childcare Center	IV-E Daycare	230.75
Adoption & Attachment Therapy	PASSS	1,272.05
Constance Welsh	FC Neurofeedback Therapy	950.00
Dennis & Jeanne Hostetler	FC Clothing Reimb	190.02
Dr Nicholas Varrati	Drug Screens	360.00
Buckeye Career Center	FC School Fees	167.60
Ginny Lawless	KPIP	600.00
East Central OH ESC	FACES/Tutoring	75.00
Community Mental Healthcare	FACES/Therapy	859.10
Tusc Co Health Dept	Birth Certificate	75.00
Simon & Katie Yoder	Transportation	310.96
Community Mental Healthcare	Court Appearance	330.00
Kiddie Daycare & Preschool	Prevention/Daycare	1,958.00
Virginia Krockner	KPIP	300.00
Guidestone	Supervised Visits & Parent Mentoring	4,853.25
Fredy & Leona Tenorio	Transportation	93.84
<b>Juvenile/Probate</b>		
Supreme Court of OH Judicial College	Continuing Education	150.00
Tusc Co IT Dept	Supplies	456.58
Atty David Hipp	Atty Fees	112.50
Chrysalis Counseling	Psych Evaluation	875.00
Sherwin Williams	Wallpaper Stripper Gel/Judge's Office	7.59
Elizabeth Zlocki	Interpreter	20.00
<b>Law Library</b>		
Consortium of County Law Library	Fee	2,153.30
Best Copier	Service Agreements	213.60
Thomson Reuters West	Westlaw Gov't Select	3,193.91
Thomson West	Patron Access Plan	878.08
Matthew Bender & Co	Books	1,423.14
Matthew Bender & Co	Books on Subscription	1,448.23
<b>Public Defender</b>		
Frank Bair	Rent	1,830.00
Abigail Schock	Seminar	135.00
<b>Sheriff</b>		
Pradco	Hiring Assessment Testing	130.00
First National Bank of Dennison	Transportation of Prisoners	22.95
First National Bank of Dennison	LPCC License	75.00
First National Bank of Dennison	Travel	202.17
Fisher Auto Parts	Supplies	53.96
RJ Wright & Sons	Gas	7,294.51
Gerald Kendle Jr	Snow Removal	710.00
Diamond Drugs	Inmate Medical Treatment	3,638.90
Staley Technologies	Radio Repairs	47.50
Ohio BCI & I	CCW Background Checks	4,135.00
Time Warner	Cable/Internet-Lead Drug Task Force	222.08
Danco Lettering	Decal for Cruiser	32.00
Sherwin Williams	Paint & Supplies	184.55
OH Task Force Commanders Assoc	Dues	400.00
Staley Technologies	Service Contract Radios	359.42
First National Bank of Dennison	Travel for Training	3,014.20
Fedex	Express Shipping	12.26

<b>Southern Court</b>		
Mel Peters Towing	Snow Removal	100.00
Dominion East Ohio Gas	Service	84.00
<b>Treasurer</b>		
County Treasurer's Association of OH	Membership	2,128.56
<b>Water &amp; Sewer</b>		
Kimble	Container Service	40.00
American Electric Power	Electric	773.73
Holmes Wayne Electric	Electric Service	1,130.00
Frontier	Service	191.92
Cintas	Uniform Rental	373.26
US Post Office	Postage Due Account	50.00
Tusc Co Commissioners	Postage Use	285.00
Columbia Gas	Utility	816.95
American Electric Power	Electric	6,203.44
Frontier	Service	54.67
Kimble	Sewage Disposal	1,186.08
City of Dover	OM & R	1,481.52
Albers & Albers	Legal Service	18,516.40
Fitzpatrick Zimmerman & Rose	Legal Service	1,115.00
OUPS	Manual Call Outs	16.00
Albers & Albers	Legal Service	777.60
John Deere Financial	Materials	23.76
Tusc Co Commissioners	Service Garage Payment	3,076.25
Co Sanitary Engineers Assoc of OH	Membership	100.00
Verizon Wireless	Modem Service	42.84
American Electric Power	Electric Service	8,233.89
Ream & Haager Lab	Lab Services	1,338.50
Pro-Tech	Cellular Data Stone Creek	360.00
Reidl's	Repairs	254.19
Oster	Materials	21.05
Village of Tuscarawas	Water Purchase for Resale Wainwright	2,136.81
American Electric Power	Electric	2,933.79
American Electric Power	Electric	29.40
Ream & Haager Lab	Lab Services	675.50
Pro-Tech	Cellular Data Dundee	360.00
Oster	Materials	29.10
Pro-Tech	Upgrade Software Stone Creek	15,170.00

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

DISCUSSION: Mike Jones, TCMSD Director/Sanitary Engineer, was present to get the Commissioner's approval of the Sewer Agreement between the Village of Newcomerstown and Tuscarawas County (Collection & Treatment of Sanitary Sewage from Service Area). Mr. Jones explained this agreement would terminate and replace the original agreement and the 2005 amendment. Re-negotiations began in the fall of 2016 and both the Village of Newcomerstown and TCMSD agreed it would be in the best interest of both parties to terminate the agreement and amendment and create a new agreement. The agreement is signed and executed by the Village of Newcomerstown's Mayor, Board of Public Affairs and Fiscal Officer.

**RESOLUTION (059-2017) APPROVE AGREEMENT TCMSD-VILLAGE OF NEWCOMERSTOWN**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to approve the following:

## Record of Resolution

**Ordinance No.: 17-2016**

**Passed: December 19, 2016**

A Resolution providing for the approval and execution of an agreement with Tuscarawas County relating to the construction and operation of sanitary sewage transmission and treatment facilities.

**WHEREAS**, the Village owns and operates a sanitary sewerage system (herein, the "Village System"); and

**WHEREAS**, the Parties executed an agreement on April 16, 1979; and

**WHEREAS**, the Parties executed an amendment to such Agreement dated on or about December 1, 2005; and

**WHEREAS**, the Parties now wish to terminate said 1979 Agreement and the 2005 Amendment in their entirety and replace them with the terms and conditions contained herein; and

**WHEREAS**, the County has determined it is necessary to provide for the treatment and disposal of the sanitary sewage collected by the County within and near the Village of Port Washington (herein, the "Service Area"); and

**WHEREAS**, the Service Area is depicted in the map attached hereto, and incorporated herein, as **Exhibit A**; and

**WHEREAS**, the County and Village agree that the sanitary sewage collected by the County shall be transported to a connection point at or near the said Interceptor sewer of the Village, which connection point is identified on Exhibit A attached hereto and incorporated herein. Thereafter, utilizing the Interceptor sewer and its sanitary sewer system, the Village shall transport such sewage to its treatment plant for treatment and disposal; and

**WHEREAS**, the County and the Village have determined to enter into this Agreement to define and delineate the terms and conditions under which such transportation and treatment of sanitary sewage shall be made, the terms and conditions for the operation of the village System and the County system, and to further enumerate the costs and obligations of the County and Village with regard to such transportation and treatment; and

## Record of Resolution

**Ordinance No.: 17-2016**

**Passed: December 19, 2016**

**WHEREAS**, it is the intention of both the County and the Village to provide and plan for the orderly and efficient growth and development of the southwestern area of the County and to provide for the coordinated disposal of sanitary sewage therein; and

**WHEREAS**, the County, acting under the authority of Chapters 307 and 6117, particularly Section 6117.41, of the Ohio Revised Code, and the Village, acting under the authority of Chapter 715 and 6117.41 of the Ohio Revised Code, and Article XVIII of the Ohio Constitution, are fully empowered to enter into this Agreement for which adequate and sufficient consideration exists and is being exchanged;

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement, for which there is full and adequate consideration, the Village and County agree and bind themselves, their agents, employees, and successors, as follows:

### AGREEMENT

This Agreement is made and entered into on this 19th day of December, 2016 (hereafter the "Effective Date"), by and between the County of Tuscarawas, Ohio, hereinafter referred to as the "County," acting by and through its Board of County Commissioners pursuant to Resolution 17-2016, and the Village of Newcomerstown, Ohio, hereinafter referred to as the "Village," acting by and through its Mayor, pursuant to Village Ordinance \_\_\_\_\_. The Village and County will collectively be known as the "Parties." The Effective Date shall be the later date upon which the above-referenced Resolution or Ordinance was approved.

### SECTION 1

#### COLLECTION AND TREATMENT OF SANITARY SEWAGE FROM SERVICE AREA

- 1.1 The County shall collect all sanitary sewage generated from the Service Area. The County shall own, operate, maintain, and repair its sanitary sewer collection systems located in the Service Area.
- 1.2 The County shall transport all sanitary sewage from the Service Area to the Interceptor Sewer near Interstate Highway No. 77, as depicted in Exhibit A (hereafter, the "Connection Point").

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**Ordinance No.: 17-2016**

**Passed: December 19, 2016**

1.2.1 The County shall be permitted to deliver, to said Interceptor for transport and treatment, an average of 0.20 million gallons per day (MGD) annually. In the event the County exceeds said average by a significant volume on a consistent basis, then the parties shall meet to discuss any amendment of this Agreement which may be necessary. Such capacity shall be assigned to the County and shall be in addition to the transport and treatment of sanitary sewage from other service areas. The Village shall maintain in its sanitary sewer system for the County such capacities as necessary to transport and treat such sewage.

1.3 Utilizing said Interceptor Sewer, the Village shall then transport said sewage to its wastewater treatment plant and treat such sewage in accordance with applicable state and federal standards.

### SECTION 2

#### OPERATION AND MAINTENANCE

- 2.1 The Village shall solely own, operate, maintain, repair, relocate, and replace all portions of the Village System, including the Interceptor Sewer, in its sole responsibility and at its sole cost and expense.
- 2.2 As part of its permit approval process, the County shall notify any new customer seeking to connect any industrial facility to the County collection system and any existing industrial customers applying for a change in use that they must comply with the Village's pre-treatment requirements, which are imposed by the Village and/or the Ohio Environmental Protection Agency.
- 2.3 In the event that the Village becomes aware that any industrial customer of the County is or may be exceeding its discharge limitations, it shall so notify the County. In such event, the County shall allow Village personnel and/or their designated representatives to install and maintain monitoring and sampling equipment within the County's system under the supervision of County personnel.

## Record of Resolution

Ordinance No.: 17-2016

Passed: December 19, 2016

### SECTION 3

#### PAYMENT TO THE VILLAGE

- 3.1. In consideration for the transport and treatment of said sewage, the County shall pay the Village twenty-one dollars and twenty cents (\$21.20) per equivalent dwelling unit (herein, "EDU"). The Village shall invoice the County on a monthly basis for such services, and the County shall pay such invoice within thirty (30) days of receipt of the same. Said Payments shall commence on the first day of the month after the effective date of this Agreement.
- 3.2. The County shall provide to the Village certification of the number of EDUs in the Service Area and the Village shall make adjustments to the County's monthly invoice to reflect any changes to the number of EDUs in the Service Area. Such certification shall be completed and updated by the County quarterly each year.
- 3.3. In the case that the Village sewer rates increase, or decrease, the sum invoiced to and paid by the County shall increase, or decrease, by the same percentage.
  - 3.3.1. The Village shall not increase sewer rates for the County by a greater percentage than shall be imposed upon customers located inside the Village unless both parties agree in writing. Nor shall the Village seek to impose any other fee, charge, surcharge, assessment, or other fee or charge of any kind except as set forth in this Agreement, or further approved and accepted by the County in the future.
  - 3.3.2. In the event that the Village shall impose rates, charges or fees, for any other customer or user of the system which are less than those charges to the County, then the County shall be entitled to such lesser rate, charge, or fee for the same period of time that they are in effect for such other customer or user.
- 3.4. There shall be an annual meeting, on the first Wednesday of every November, between the Village and the County in order to discuss provisions of this

## Record of Resolution

**Ordinance No.: 17-2016**

**Passed: December 19, 2016**

Agreement. The County and Village shall each have two (2) designated representatives at the meeting. The designated representatives for the County shall be the President of the Board of Tuscarawas County Commissioners and the County Sanitary Engineer. The designated representative for the Village shall be the Mayor and the Waste Water Treatment Plant Supervisor.

3.4.1. Either party may cancel or reschedule the meeting by notifying the other designated representatives, in writing, at least fourteen (14) days prior to the scheduled meeting.

3.5. The 1979 Agreement between the Village and County, and the subsequent 2005 Amendment are hereby wholly terminated and replaced in their entirety by this Agreement.

### SECTION 4

#### GENERAL PROVISIONS

- 4.1. County Customers, Annexation. Outside Customers connected to the County Systems, now or in the future, shall not be required by the Village to annex their properties to the Village in order to obtain or continue to receive such services.
- 4.2. Governing Law. This Agreement shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio. The parties submit to the personal jurisdiction of the state and federal courts for Tuscarawas County, Ohio.
- 4.3. EPA Regulation. The Village shall operate and maintain the Village System, Interceptor, and Treatment Plant in accordance with the Ohio Environmental Protection Agency's requirements and so that the same shall remain in sound operating condition.
- 4.4. Severability. If any part, term or provision of this Agreement is determined finally by a court to be illegal or in conflict with any law, the validity of the remaining provisions thereof shall not be affected thereby. In the event and to the extent that any term or provision of this Agreement is subsequently determined to exceed the power and authority of either the Village or the County, the parties agree to seek such modification of this Agreement as will accomplish its general purpose of



## Record of Resolution

**Ordinance No.: 17-2016**

**Passed: December 19, 2016**

providing for efficient sanitary sewage collection and treatment service for both the Village and the County through the construction, operation, improvement, maintenance and repair of the Village System, the County System, the Interceptor and Plant.

- 4.5. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.
- 4.6. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties, and may not be modified orally, but only by agreement in writing signed by both parties.
- 4.7. Assignment. Neither party shall have the right to assign this Agreement to a non-affiliated third party without the prior written consent of the other party.
- 4.8. Further Assurances. The parties agree without expense to the other party (a) to furnish upon request to each other such further information, (b) to execute and deliver to each other such other documents, and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.
- 4.9. Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assigns. Nor is anything in this Agreement intended to release or discharge the obligation or liability of any third persons to any party to this Agreement.
- 4.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement.
- 4.11. Authority Under Ohio Law. Nothing contained in this Agreement may be construed so as to limit the authority of either the County or the Village under Ohio law.
- 4.12. Term. This Agreement shall remain in full force and effect as long as the County, in its discretion, remains connected to the facilities of the Village.

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**Passed: December 19, 2016**

4.13. Agreement Language: The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This Agreement represented a negotiated agreement in which the parties all participated in its drafting, and as such it is not to be construed against or for any individual party.

4.14. Notice and Communication: All notices or communication provided for herein, including statements of charges due, shall be in writing, and unless otherwise provided in this Agreement, shall be delivered to the Mayor and the Clerk-Treasurer of the Village, or the successors to such offices, in the case of notice to the Village; and to the County Sanitary Engineer's Office, or the successor to such office, in the case of notice to the County; or, if mailed, shall be sent by first class mail, addressed to such official at their last known address, or the successors of such offices.

**IN WITNESS WHEREOF**, the City and the County have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the COUNTY signs this Agreement.

The VILLAGE OF NEWCOMERSTOWN

By: *Robert M. Cillo*  
Mayor

DATE: 12-20-2016

The VILLAGE OF NEWCOMERSTOWN BOARD OF TRUSTEES OF PUBLIC AFFAIRS

*Maggie Shivers* President

DATE: 12-29-16

*Albert Spurney* V.P.

DATE: 12-29-16

*Evelyn J. Davis*

DATE: 12-29-16

Approved as to Form:

By: *[Signature]*

DATE: 12-20-16

# Record of Resolution

Ordinance No.: 17-2016  
Village Attorney

Passed: December 19, 2016

BOARD OF COUNTY COMMISSIONERS OF TUSCARAWAS COUNTY

By: Chris Abuhl  
President

DATE: 1/18/17

Approved as to Form:

By: J. M. Ables per 1/11/17  
Attorney for County  
JMA

DATE: 1/11/17

# Record of Resolution

Ordinance No.: 17-2016

Passed: December 19, 2016

## FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the Village of Newcomerstown ("Village") under the foregoing Agreement, hereby certifies that the moneys required to meet the obligations of the Village during the year 2017 under the aforesaid Agreement have been lawfully appropriated by the Village of Newcomerstown for such purposes and are in the treasury of Newcomerstown, or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

December 19, 2016  
Date

Vina M. Stetler  
Fiscal Officer, Village of Newcomerstown

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, yes;

**NO OTHER BUSINESS COMING BEFORE THE BOARD.**

**RESOLUTION (060-2017) ADJOURN**

It was moved by Commissioner Sciarretti, seconded by Commissioner Abbuhl, to adjourn at 3:28 p.m. to meet in Regular Session, Monday the 23<sup>rd</sup> day of January 2017.

VOTE: Chris Abbuhl, yes;  
Kerry Metzger, absent;  
Joe Sciarretti, 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.*

  
\_\_\_\_\_

Commissioner Metzger, absent

  
\_\_\_\_\_

Attest: \_\_\_\_\_

