February 6, 2019

Agenda

1:15 p.m. Dan Rice – Kimble License Agreement/OECC Technical Assistance Agreement Amendments

Lord's Prayer

Pledge of Allegiance

Approve Minutes

Before/After Expenditures

Inter-Fund Transfer/Advance

Supplemental Appropriations (1)

Out of County Travel – EMA (2)

Dog and Kennel Monthly Report – January

Healthcare Consortium Appointment – Landis

Community Corrections Planning Board Appointments

Water/Sewer Vacant Land Purchase – Krizman Enterprises LLC

Water/Sewer – CT Consultants Inc Agreement

Water/Sewer – Moody's of Dayton Inc Agreement

Approve Bid Advertisement – Engineer's Materials Bid Opening

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, WEDNESDAY, THE 6TH DAY OF FEBRUARY, 2019, WITH THE FOLLOWING MEMBERS PRESENT:

Joe Sciarretti
Chris Abbuhl
Al Landis

Commissioner Sciarretti presiding

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

Commissioner Sciarretti noted that the Ohio Erie Canalway Coalition Technical Assistance Agreement would be reviewed in conjunction with Dan Rice's 1:15 p.m. appointment.

RESOLUTION (88-2019) SUSPEND MINUTES

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to suspend the minutes of the previous meeting.

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (89-2019) BEFORE/AFTER EXPENDITURES

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

Matrix Pointe Software. LLC (Prosecutor)	$3,000.00
Arthur J. Gallagher (Insurance Trust)	$4,398.00

Arthur J. Gallagher (Insurance Trust)	$12,587.00
Staples (Common Pleas)	$345.34

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (90-2019) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to approve the following inter-fund transfer/advance:

Treasurer, Tusc. Co. Public Defender 1st Quarter $104,351.00

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (91-2019) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
New Philadelphia Municipal Court	A018-A00	A002-G18	$182.00	Additional funds are needed to cover the unforeseen expenses for transcripts

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (92-2019) OUT OF COUNTY TRAVEL – EMA

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to approve the following travel request as submitted by Alex McCarthy, EMA Director:

DATE: 03-05-2019
LOCATION: Ohio Statehouse
ATTEND: Alex McCarthy and Gail Baldwin
USING COUNTY VEHICLE: Yes – 244 miles round trip
EXPENSE: Meals – $30.00
REASON: The Emergency Managers Association of Ohio will be hosting a "Legislative Day" to provide a meet-and-greet opportunity for local emergency managers and their state representative.

DATE: 02-15-2019
LOCATION: Union County EMA
ATTEND: Alex McCarthy
USING COUNTY VEHICLE: No
EXPENSE: Mileage – 44 miles round trip; Meals – $15.00
REASON: The EMAO Education Committee is responsible for organizing the three annual EMAO conferences in which EMA directors participate. The Committee Chair has requested an in person meeting to discuss funding issues for the April Conference, as well as to discuss plans to put on a "Certified Emergency Manager" course later this year.

Discussion: Commissioner Sciarretti stated that the he is proud county EMA officials go above and beyond in expanding their technical knowledge and networking with other county/state officials.

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (93-2019) DOG AND KENNEL MONTHLY REPORT – JANUARY 2019

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to accept the Dog and Kennel Monthly Report for the month of January 2019, as submitted by terry Warner, Tuscarawas County Dog Warden:

RECEIVED
FEB 05 2019
Tuscarawas County

DOG & KENNEL MONTHLY REPORT

January 2019

1)	Total dogs picked up by Wardens (a+b)		15
	a. Owner requested pick up		0
	b. Strays picked up by Wardens		15
2)	Strays brought in by public		5
3)	Dogs brought to pound by owners		20
4)	Total dogs to Pound (1+2+3)		40
5)	Dogs adopted		5
6)	Dogs redeemed by owners		12
7)	Dog holdovers		18
8)	Number of dogs euthanized		4
9)	Released to rescues		28
	a. Pull fees		$ 180.00
10)	Pound fees		$ 792.00
11)	Pick up fees		$ 280.00
12)	License fees		$ 192.00
13)	Licenses sold on the road by Wardens		0
14)	Licenses sold at the Pound		12
15)	Complaints handled		53
16)	Citations issued		2
17)	Animal claims		0
18)	Mileage on trucks	F150 2017	Truck #1 1,670.6
		F150 2013	Truck #2 1,252.7
		Ranger	Truck #3 0
			Total 2,923.3

Submitted by: Tusc Co Dog Warden Terry Warner

Discussion: Commissioner Sciarretti noted the volume of dogs the dog pound handles daily.

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (94-2019) APPOINT COMMISSIONER AL LANDIS TO THE BOARD OF DIRECTORS OF THE TUSCARAWAS COUNTY HEALTHCARE CONSORTIUM

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

WHEREAS, Ohio law requires a regional council of governments to adopt bylaws determining the officers of the Council and method of selection thereof, creating a governing board to act on behalf of the council, appointing a fiscal officer and providing for the Council's business.

WHEREAS, ARTICLE IV, SECTION 4.1 of the Bylaws of the Tuscarawas County Healthcare Consortium requires the establishment of a Board of Directors. The Board of Directors shall consist of five (5) members. The Tuscarawas County Commissioners shall appoint four (4) of these members and one (I) member shall be appointed by the remaining members by majority vote.

WHEREAS, ARTICLE IV, SECTION 4.2(1) of the Bylaws states the term of a director shall remain in office for two years or until the appointment of a successor is made.

This appointment shall fill the expired term of Commissioner Metzger.

These actions have been reviewed in accordance with the Tuscarawas County Healthcare Consortium Bylaws and Agreement by Attorney Paul Malesick.

THEREFORE, pursuant to the Bylaws and Agreement of the Tuscarawas County Healthcare Consortium, it was moved by Commissioner Abbuhl, seconded by Commissioner Landis, to authorize the appointment of to the Board of Directors of the Tuscarawas County Healthcare Consortium:

1. Al Landis

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (95-2019) APPOINTMENT OF COMMUNITY CORRECTIONS PLANNING BOARD MEMBERS

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to appoint the following persons as members of the Community Corrections Planning Board for a two-year term ending January 1, 2021:

Joe Sciarretti, Tuscarawas County Commissioner
Brad Hillyer, Judge, Tuscarawas County Court
Nanette VonAllman, Judge, New Philadelphia Municipal Court
Mike Goodwin, Chief, New Philadelphia Police Department
Vince Beal, Chief, Uhrichsville Police Department
Todd Beeman, Chief, Dennison Police Department
David Warrick, Chief, Strasburg Police Department
Rich VanArsdalen, Member of Community
J.J. Boroski, Executive Director, Community Mental Health
Crystal Snyder, Nominee of Executive Director, Alcohol and Addiction
Nathan Kamban, Executive Director, Tuscarawas Co. Board of Developmental Disabilities
Vickie Ionno, New Philadelphia Health Department
Jessica Kinsey, Union Hospital
Elisabeth Albrecht, Re-entry Coordinator, Tuscarawas County Sheriff's Office
John Devlin, Deputy Director of Stark Regional Community Correction Center

It is acknowledged that the other existing members of the Community Corrections Planning Board with two-year terms ending January 1, 2020 are as follows:

Brady Householder, Adult Parole Authority
Elizabeth Thomakos, Judge, Tuscarawas County Court of Common Pleas
Edward E. O'Farrell, Judge, Tuscarawas County Court of Common Pleas
Ryan Styer, Tuscarawas County Prosecutor
Gerald Latanich, Tuscarawas County Public Defender
Leslie Miller, Chief Probation Officer, New Philadelphia Municipal Court
Pamela Trimmer, Director, Personal Family Counseling Services
Gary Holland, Chief, Newcomerstown Police Department
Paul Bantum, Chief, Dover Police Department
Krista Nutter, Victim's Rights Representative
Sylvia Argento, Nominee of Judge, Tuscarawas County Common Pleas, Juvenile Division
Dean Holland, New Philadelphia Councilperson
Natalie Richmond, Member of Community
Jeanne Stephen, Tuscarawas County Clerk of Courts
Natalie Bollon, Director ADAMHS Board
Colby Byrom, Member of Community
Carmen DeMattio, Prosecutor's Investigator
Orvis Campbell, Tuscarawas County Sheriff
Ken Engstrom, Tuscarawas County Jail Administrator

It is further acknowledged that the elected officers of the Community Corrections Planning Board with two-year terms ending January 1, 2021 are as follows:

Chairperson, Judge Elizabeth Thomakos
Vice-Chairperson, Judge Nanette VonAllman
Secretary, Ryan Styer

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

Discussion: Michael Jones, Sanitary Engineer, stated that there is an existing Clean Ohio Grant assisting Water/Sewer in purchasing some land. Mr. Jones stated that there was some difficulty coming to an agreement with the landowner owning land directly south of the Wilkshire Hills Well Field, an area that is more critical to the completion of the project, as opposed to some other nearby areas. Taking this into

account, Michael Jones stated that he viewed the best option moving forward being to use the Clean Ohio Grant funds to purchase the Krizman properties directly south. If approved, Mr. Jones added that he will then go to ENRAC and request a scope change.

Commissioner Abbuhl asked if the other properties would still be considered to be purchased. Michael Jones responded that indeed those properties will be kept under consideration to be purchased. Commissioner Landis sought further clarification on the location of the properties being purchased, and what will be the end result of the field. Mr. Jones said that the properties being purchased are directly south of the Wilkshire Hills Well Field, while the other properties are across the road to the east. The Krizman properties directly to south, Mr. Jones noted, are more important to the immediate completion of the project. In response to Commissioner Landis' question on what will happen to the field after the project, Mr. Jones stated that the land will be used for greenspace.

RESOLUTION (96-2019) AUTHORIZE WATER/SEWER LAND PURCHASE – KRIZMAN ENTERPRISES – WILKSHIRE HILLS WELL SYSTEM FIELD

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

RESOLUTION AUTHORIZING THE PURCHASE OF VACANT LAND FROM KRIZMAN ENTERPRISES LLC TO PROVIDE FOR ENHANCED ISOLATION OF THE WILKSHIRE HILLS WATER SYSTEM WELL FIELD LOCATED NEAR BOLIVAR, OHIO

RESOLUTION NUMBER 96-2019

WHEREAS, the Tuscarawas County Metropolitan Sewer District (TCMSD) operates and maintains a potable water distribution system throughout Tuscarawas County on behalf of the Board of Commissioners, Tuscarawas County, Ohio (BOARD); and

WHEREAS, TCMSD and Clean Ohio NRAC Committee have determined a significant need to provide for enhanced and improved isolation of TCMSD's Wilkshire Hills Water System water well fields located near Bolivar, Ohio; and

WHEREAS, TCMSD has agreed, to the terms of a contingent real estate purchase agreement, calling for the purchase of approximately 6.5597 acres for $46,200.00 and 18.915 acres for $141,900.00 from Krizman Enterprises LLC, located adjacent to TCMSD's current water well fields located in Lawrence Township, Tuscarawas County, Ohio; and

WHEREAS, said real estate purchase agreements are contingent upon TCMSD being irrevocably awarded purchase funds by Clean Ohio NRAC Committee; and

WHEREAS, BOARD and TCMSD believe said purchases are necessary to the continued proper operation of the potable water distribution system.

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

1. The terms of the contingent real estate purchase agreements between BOARD and Krizman Enterprises LLC calling for the purchase of 6.5597 acres for $46,200.00 and 18.915 acres for $141,900.00 are approved.
2. Upon notification of irrevocably awarded purchase funds by Clean Ohio NRAC Committee to TCMSD, the BOARD approves the expenditure of the local government portion expenditure and its payment by Tuscarawas County Auditor.
3. TCMSB Director/Sanitary Engineer Michael Jones is authorized to complete the Closings of the purchased acreage in accordance with the terms of said contingent real estate purchase agreements.
4. BOARD President is authorized to execute and make any documents required and necessary to close and complete said contingent real estate purchase agreements in accordance with their specific terms to facilitate the transfer of ownership of said acreage to BOARD.

BOARD OF COMMISSIONERS,
TUSCARAWAS COUNTY, OHIO

Passed this 6th day of February, 2019

Joe Sciarretti, President

Chris Abbuhl

Al Landis

This Resolution and referenced real estate purchase agreements attachment have been reviewed and found in proper order and form.

Special Counsel to the Tuscarawas County Metropolitan Sewer District

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

Discussion: Michael Jones, Sanitary Engineer, stated that CT Consultants Inc. purchased Civil Design Associates, and a new agreement as well as a renewal of the agreement is necessary. Civil Design Associates had administered the Water/Sewer's backflow prevention program since the 1990's Mr. Jones

iterated that Civil Design Associates will continue do the work, and it is merely under new ownership. Commissioner Abbuhl asked a question concerning the backflow program. According to Mr. Jones, Civil Design Associates manages the backflow prevention program and yearly inspection programs for Water/Sewer customers, which for this program are primarily industrial and commercial. Commissioner Landis posed a question concerning the length of the contract, to which Michael Jones clarified that the contract has previously been a one year contract. Mr. Jones added that this program saves the county money, because training in administering this program would be expensive. Commissioner Sciarretti added that this agreement as well as the work Civil Design Associates is performing is good for the county.

RESOLUTION (97-2019) AUTHORIZE WATER/SEWER AGREEMENT WITH CT CONSULTANTS – BACKFLOW PREVENTION PROGRAM

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH CT CONSULTANTS, INC. TO ADMINISTER THE TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT'S BACKFLOW PREVENTION PROGRAM

RESOLUTION NUMBER 97-2019

WHEREAS, the Tuscarawas County Metropolitan Sewer District ("DISTRICT") operates public drinking water systems in Tuscarawas County, Ohio on behalf of the Board of Commissioners, Tuscarawas County, Ohio ("BOARD"); and

WHEREAS, the DISTRICT is responsible for complying with the requirements of Ohio Administrative Code ("OAC") 3745-95 – Backflow and Cross Connection Control ("CODE"); and

WHEREAS, for matters of economy and efficiency, the DISTRICT utilizes contracted services to meet the administrative requirements of the CODE, which includes: maintenance of the DISTRICT's backflow device database; mailing of customer notices; performance of audits; and addressing questions and/or concerns from the DISTRICT; and

WHEREAS, the Tuscarawas County Sanitary Engineer, Michael Jones, has reviewed and recommended a one (1) year Agreement for Professional Services with CT Consultants, Inc. (formerly Civil Design Associates, Inc.) to provide such services on behalf of the DISTRICT for an amount of $8,000.

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

1. The one (1) year Agreement for Professional Services with CT Consultants, Inc. in the amount of $8,000 is hereby approved.
2. The Tuscarawas County Sanitary Engineer, Michael Jones, is authorized to execute the Agreement.

Passed this 6th day of February, 2019

BOARD OF COMMISSIONERS,
TUSCARAWAS COUNTY, OHIO

Joe Sciarretti, President

Chris Abbuhl

Al Landis

This Resolution and referenced Agreement for Professional Services attached have been reviewed and found in proper order and form.

Special Counsel to the Tuscarawas County Metropolitan Sewer District

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

Discussion: Michael Jones, Sanitary Engineer, stated that an unforeseen issue had occurred in Wilkshire Hills Well #2, and some rehabilitation work is necessary. A hydrogeologist has investigated the issue, and determined that the issue is likely a result very fine sand working its way through the screen, something likely not foreseen by the drillers of the well in 1987. The contractor will bring in a temporary pump for that well.

RESOLUTION (98-2019) AUTHORIZE WATER/SEWER – MOODY'S OF DAYTON INC AGREEMENT – WILKSHIRE HILLS WELL #2 REHABILITATION

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

RESOLUTION AUTHORIZING AN AGREEMENT WITH MOODY'S OF DAYTON, INC. TO PERFORM REHABILITATION OF WILKSHIRE HILLS WELL #2

RESOLUTION NUMBER 98-2019

WHEREAS, the Tuscarawas County Metropolitan Sewer District ("DISTRICT") operates public drinking water systems in Tuscarawas County, Ohio on behalf of the Board of Commissioners, Tuscarawas County, Ohio ("BOARD"); and

WHEREAS, Wilkshire Hills Well #2 requires rehabilitation to restore the condition and performance of the well to an acceptable level of service; and

WHEREAS, the Tuscarawas County Sanitary Engineer, Michael Jones, has received proposals for such work and recommends awarding the work to Moody's of Dayton, Inc. in the amount of $18,300.00; and

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

1. The Agreement for the rehabilitation of Wilkshire Hills Well #2 in the amount of $18,300 with Moody's of Dayton, Inc. is hereby approved.

2. The President and/or Vice President of the BOARD is hereby authorized to execute the Agreement.

Passed this 6th day of February, 2019

BOARD OF COMMISSIONERS,
TUSCARAWAS COUNTY, OHIO

Joe Sciarretti, President

This Resolution and referenced Agreement for Professional Services attached have been reviewed and found in proper order and form.

Special Counsel to the Tuscarawas County Metropolitan Sewer District

Chris Abbuhl

Al Landis

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (99-2019) APPROVE BID ADVERTISEMENT – ENGINEER'S MATERIALS BID

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the following bid advertisement for the Engineer's Materials bid opening;

LEGAL

The Board of County Commissioners of Tuscarawas County will receive sealed bids to supply the following materials to conform to specifications set forth by the Tuscarawas County Engineer, until 1:30 pm, March 6, 2019 at which time they will be opened and publicly read.

1. Ashes
2. Asphalt Concrete 301-402-404 - Maintenance Materials
3. Gasoline and Fuel Oil
4. Ice Control Grits
5. Limestone
6. Ready-Mix Concrete
7. Sand and Gravel
8. Bituminous Asphalt Emulsions
9. Traffic Signs and Sign Supports

Specifications and bidding forms are available at the office of the Tuscarawas County Engineer located at 832 Front Avenue, SW in New Philadelphia, Ohio 44663 or at http://www.co.tuscarawas.oh.us/Engineer/Projects.htm

Bids are to be received at the Tuscarawas County Commissioner's Office at 125 E. High Avenue in New Philadelphia, Ohio 44663.

The County Commissioners reserve the right to reject any or all bids.

BY ORDER OF THE TUSCARAWAS COUNTY COMMISSIONERS

JOE SCIARRETTI
CHRIS ABBUHL
AL LANDIS

ATTEST: Adam Stilgenbauer, Clerk

Publish: The Times Reporter on February 19, 2019
http://www.co.tuscarawas.oh.us/Engineer/Projects.htm

Bid Tabulations will be posted on above website upon award of bids.

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

RESOLUTION (100-2019) PAY BILLS

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

911		
Staley Technologies	Maintenance Contract/Paging System	727.65
Heritage Coop	Diesel Fuel for Generator	522.15
Auditor		
Harris Computer	Payroll Support	2,162.38

Treasurer Tusc Co	Fuel Reimb/Engineer	40.29
Clerk of Courts		
Huntington Bank	Service	61.00
Slingshot Technology	Service	39.99
Tusc Co IT	Maintenance	252.00
Tab Products Co	Maintenance	12,201.90
Staples	Supplies	145.05
Staples	Supplies	145.05
Tusc Co Commissioners	Supplies	1,496.16
Tusc Co Commissioners	Supplies	1,496.16
Tusc Co Commissioners	Services	38.89
Graphic Enterprises	Services	13.68
Independence Business Supply	Supplies	9.78
Commissioners		
Independent Elevator	Service	231.00
Frontier	Service	69.70
Fayette Flag & Banner	Flags	444.90
Office Depot	Supplies	467.55
G & L Supply	Supplies	154.95
Koorsen	Service	300.00
Dominion Energy	Service	1,388.91
Dominion Energy	Service	1,236.98
Dominion Energy	Service	1,792.20
Tusc Co Soil Conservation	Second Quarter 2019	58,700.00
Hanhart Agency	Bond	400.00
Digital Marketing Group	50% Web Design	7,375.00
Treasurer Tusc Co	Salt/Engineer	740.13
John's Sweeper	Repairs	113.92
Common Pleas		
Copeco	Supplies	65.99
Union Hospital	Wellness Training Lunch	102.00
Community Corrections		
First Communications	Long Distance	16.83
Verizon Wireless	Service	155.94
Coroner		
Tri County Joint Ambulance	Body Removal	199.70
Stark County Coroner	Autopsy	5,285.00
Catherine Clarke	Travel/Cell Phone Reimb	170.00
Smith Ambulance	Body Removal	147.00
Axis Forensic Toxicology	Tox Screen	220.00
Smith Ambulance	Body Removal	263.00
Ohio State Coroner's Association	Membership	2,792.00
Dog Pound		
Ferrellgas	Propane	940.60
Oak Pointe Vet Care	Supplies	355.49
Fairfield Computer Services	Monthly Licensing Software	200.00
Sifferlin Animal Clinic	Medical Care	333.13
Stacey Spillman	Travel Reimb/Dog Tag Pick Up from Agents	37.50
Emergency Management		
Xerox Financial	Copier Lease	100.00
Engineer		
Copeco	Copier Maintenance Agreement	1,430.00
Ohio Light Truck Parts	Parts/Supplies	1,555.00
Tusc Co Twp Trustees Association	Annual Twp Trustee/Engineer Meeting	700.00
American Electric Power	Service	2,715.06
Copeco	Service	30.42
Terminal Supply	Repairs/Parts	841.76
John W Cookson Co	Repairs/Parts	43.50
John Deere	Parts Supplies	281.25

Independence Business Supply	Supplies	38.99
Ziegler Bolt & Nut House	Bridge & Culvert Supplies	111.55
Young Truck Sales	Repairs/Parts	8.32
Ziegler Tire	Tires at State Pricing	3,049.23
Yoder Small Engines	Repairs/Parts	132.68
Occupational Medicine Center	Drug Screens & Physicals	135.00
Lowe's Business Account	Bridge & Culvert Supplies	128.10
Summers Rubber	Repairs/Parts	228.99
Snyder Brothers Sales & Service	Repair Parts	571.68
Ace Truck Equipment	Repairs/Parts	491.97
Joe Bachman	Travel & Misc Expenses	392.25
Dover Brake	Repairs/Parts	356.77
Fastenal	Bridge & Culvert Supplies	27.80
Fenton Brothers	Repairs/Parts	76.22
Gemstone Gas & Welding	Bridge & Culvert Supplies	46.15
Information Technology		
Horizon	Internet Connection	536.00
Provantage	Supplies	38.99
Juvenile/Probate		
Xerox	Leased Copier	56.52
Xerox	Leased Copier	39.48
Xerox	Leased Copier	19.57
Independence Business Supply	Supplies	50.85
Sheriff		
Verizon Wireless	Service	488.91
Thomas Perkowski DO	Inmate Medical Treatment	38.96
Mike Creager	Reimb/Wipers	53.60
Capital Tire	Cruiser Repairs	212.70
Red Diamond Uniform Police Supply	Promotion Stripes	17.96
Fenton Brothers	Supplies	592.40
Hajoca Corp	Supplies	80.53
Culligan	Water Softener Salt	483.74
New Phila City Health Dept	Food License	182.50
Dominion Energy	Natural Gas	4,345.98
City of New Philadelphia	Inmate Transport-Smith Ambulance	174.37
Heritage Coop	Gasoline	6,843.34
Time Warner Cable	Cable/Internet	240.63
Treasurer		
Harris Computer Systems	Software Support	494.18
Water & Sewer		
Frontier	Service	50.71
Time Warner Cable	Internet Service	64.34
Newcomerstown Water	Sewage Disposal	7,714.41
American Electric Power	Service	212.98
American Electric Power	Service	1,034.33
Advance Auto Glass	Service	267.64
Crossroads Hardware	Materials	21.00
Lowe's	Materials	51.38
Lowe's	Supplies	26.56
Lowe's	Materials	17.00
Lowe's	Materials	655.67
Treasurer Tusc Co	Real Estate Tax	24.78
Rex Pipe	Materials	59.66
Tusc Co Commissioners	Building Payment	3,076.25

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

DAN RICE – KIMBLE LICENSE AGREEMENT/OECC TECHNICAL ASSISTANCE AGREEMENT AMENDMENTS

Discussion: Dan Rice, President and CEO of the Ohio Erie Canalway Coalition (OECC), attended the meeting to present two different items before the Board, the first being the 2019 Amendment to the Technical Assistance Agreement between the OECC and Commissioners. Mr. Rice noted that he has been honored to work with Board and offer some technical assistance to the county to help develop trails and parks. Commissioner Abbuhl stated that the value the county gets back from partnering with the OECC is immeasurable, and it cannot be stated enough all the work OECC does with the county. Mr. Abbuhl specifically noted assistance the OECC offered to help complete the Panhandle Passage in the Uhrichsville/Dennison area. Commissioner Sciarretti noted that it is easy to forget all the things OECC does for the county, and that all this work is worth its weight in gold.

RESOLUTION (101-2019) OHIO ERIE CANALWAY COALITION (OECC) – COMMISSIONERS TECHNICAL ASSISTANCE AGREEMENT AMENDMENT

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to approve the 2019 Amendment to Technical Assistance Agreement between the OECC and Tuscarawas County Commissioners for one additional year for $12,500.00 to accomplish the following, approved as to form by Robert Stephenson, Assistant County Prosecutor.

This resolution also authorizes the President or Vice President of the Board of Commissioners, to execute the agreement.

2019 Amendment to the
Technical Assistance Agreement
Between
Ohio & Erie Canalway Coalition
and
Tuscarawas County Commissioners

Amend the Technical Assistant Agreement to extend the Agreement for one (1) additional year for $12,500 to accomplish the following:

- Provide technical assistance and support to the Tuscarawas County Park Department and the Advisory Committee.
- Provide technical assistance and support to the Trail Projects identified in the Tuscarawas County Trail and Green Space Plan, including the McDonnell Trail Connection, Panhandle Passage, Ohio & Erie Canal Towpath Trail, Zeisberger Trails and Parks, Buckhorn Creek Trail, Dover Canal Park, Trenton Heritage Park, Roswell Trail, City of Dover Towpath Trail and New Philadelphia Towpath Trail.
- Provide leadership and technical assistance support for the Tuscarawas County Park Advisory Committee, including facilitating meetings with the partners, public involvement, coordinating project management and fundraising.
- Assist with the city of New Philadelphia East High Corridor connection.
- Coordinate the development of the Buckhorn Creek Trail and work with the volunteers assisting with the development of this project.
- Coordinate the implementation of the Tuscarawas County Trail Plan update and provide technical assistance to community partners.
- Coordinate and supervise volunteers working on trail projects.
- Coordinate the development of the Kimble Towpath Trail connection between Zoarville and State Route 416.
- Assist with the proposed trail alignment between the Tuscarawas River Aqueduct Towpath Trail Bridge and the Village of Bolivar.
- Assist with fundraising for the Trail Projects.
- Coordinate the presentations regarding the update to the Tuscarawas County Trail and Green Space Plan to the units of government as needed.

1

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

Discussion: The second item Dan Rice, President and CEO of the OECC, presented before the Board was an extension of a license agreement with the Kimble Companies. Mr. Rice was pleased to announce that this agreement would be a 10 year extension on an agreement that was set to expire. A goal of the trail expansion in Tuscarawas County was to take the trail from Bolivar and cross SR 800. With the assistance of ODOT, a crossing was developed. Now, with partnering with the Kimble's, it is possible to extend the trail to SR 416. According to Mr. Rice, extending this agreement will allow the trail to be developed properly, as well as look for grant funds to assist in development.

Commissioner Landis recalled his time in the state house, adding that it was always great to see money going to Tuscarawas County to develop parks and trails. Commissioner Abbuhl noted that so many people are involved in making these projects happen, commending Jane Clay for her work, and specifically Crystal DiGenova who recently stepped in and completed a grant. Mr. Abbuhl added that it is this sense of collaboration, partnership, and teamwork that make these things possible. Commissioner Sciarretti said that is great to see individuals put personal interests and politics aside time and time again in order to get things done for Tuscarawas County. Mr. Sciarretti also thanked the Kimble's, sharing his appreciation for all the things they do for Tuscarawas County. Dan Rice echoed the thoughts of the Commissioners, thanking them for being a great partner as well as noting that there are so many steps to getting these projects done that without the hard work of countless dedicated individuals, none of this would be possible. Commissioner Landis added that opportunity lives in Tuscarawas County, but also that opportunity grows in Tuscarawas County. Commissioner Abbuhl shared those same sentiments, noting he always felt the tag line "Tuscarawas County, dedicated to creating the future" summarized the community perfectly.

RESOLUTION (102-2019) KIMBLE LICENSE AGREEMENT

It was moved by Commissioner Abbuhl, seconded by Commissioner Landis to approve the following license agreement with the Kimble Companies for a ten year extension:

Make reference in Book # _____ Page # _____

AMENDED AND RESTATED LICENSE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that the **KIMBLE COMPANY**, an Ohio Corporation ("Kimble") which claims title by or through the instrument recorded in Volume 1459, Page 1611 of the Tuscarawas County Official Records, the licensor herein for and in consideration of One Dollar, the mutual promises herein, and other valuable consideration received to its full satisfaction from the **COUNTY OF TUSCARAWAS, STATE OF OHIO** ("Licensee"), does hereby GRANT to Licensee, its successors and assigns, a license over and across the premises described in EXHIBIT A, attached hereto and made a part hereof (the "License Area") solely for the purposes set forth in Article I, Section (1) below, but at all times subject to the terms, conditions, rights and privileges hereinafter set forth ("License"). This instrument, as amended hereby and from time to time, shall supersede the initial License Agreement entered into between the parties hereto on January 12, 2017 and shall be referred to as the "License Agreement" throughout.

ARTICLE I. LICENSE

1. **License.** The License shall be limited to the following rights:

A. The right to construct, reconstruct, and improve the License Area with a pathway so as to permit its use for pedestrian, bicycle and equestrian traffic and public park purposes (except no motorized vehicles shall be permitted unless for emergency use, patrol and maintenance, and no overnight camping shall be permitted) including the right to grade and pave the License Area ("Trail");

B. The right to maintain and repair the Trail;

C. The right to install signs within the License Area solely for the purpose of promoting the Trail and for no other purpose;

D. The right to install public accommodations approved by Kimble within the Trail;

E. The right to install fences, approved by Kimble, in Kimble's reasonable discretion, along the License Area;

F. The right to grant and allow members of the public the right to use the Trail for the purposes provided in this Article I, Section (1); and

G. The right to establish and enforce rules and regulations for the use of the Trail, which do not conflict with this License Agreement.

2. No Warranties. Notwithstanding anything to the contrary in this License Agreement, Kimble does not make any express or implied warranties of any kind, and there are no implied warranties of fitness for a particular purpose or merchantability regarding the License or License Area. The License and License Area are provided to Licensee "AS IS" and "WHERE IS" without any warranties of any kind.

Further, Kimble makes no representations or warranties regarding any property adjacent to the License Area. Kimble shall have no obligations of maintenance or repair with respect to the License Area and Kimble's property immediately adjacent to the License Area, including without limitation, to avoid water diversions or trees falling into the License Area and shall owe no duty of care to Licensee or anyone on the License Area except to avoid intentional misconduct or gross negligence.

3. Limitations on Use. Notwithstanding anything to the contrary in this License Agreement and in addition to the use limitations set forth in this License Agreement, Licensee agrees that: (a) the License shall at all times be subject to Kimble's ability to operate safely the following, whether now existing or future: railroads, roadways, pipelines, oil or gas developments, or mining operations (each a "Licensor Activity") as determined in Kimble's sole discretion, provided that, to the extent reasonably possible and economically feasible (both as determined in Kimble's sole discretion), any Licensor Activity shall be conducted, performed, or constructed, as the case may be, in a manner intended to avoid material interference with the rights granted to

Licensee in this License Agreement; (b) Licensee shall never be allowed to use the License Area for any use other than to make the License Area available to a "recreational user" as defined in O.R.C. §1533.18 (as amended from time to time) or any use which would otherwise invalidate the limited liability afforded to Kimble under O.R.C. §1533.181 (as amended from time to time); (c) Licensee covenants and agrees that the construction and operation of the Trail within the License Area shall not unreasonably interfere with any existing or contemplated commercial or industrial uses of Kimble's property adjacent to the License Area; (d) no for profit activities or political activities shall be conducted in the License Area; and (e) Licensee covenants and agrees to at all times construct, operate and maintain the Trail within the License Area in a manner which will not unreasonably interfere with any grant, loan, or operating agreements to which Kimble is a party.

4. Condition Precedent. As a condition precedent to Kimble's entering into this License Agreement and for consideration of One Dollar and other valuable consideration received to its full satisfaction, the Ohio & Erie Canal Corridor Coalition, Inc., d.b.a. Ohio & Erie Canalway Coalition ("OECC") agrees to be bound by Article IV, Sections (1), (2), (3) and (11) of this License Agreement.

ARTICLE II. TERM

1. Term. Unless sooner terminated as provided in this License Agreement, the initial term of this License Agreement shall end on December 31, 2028, and shall automatically renew for successive terms of one (1) year commencing on the first day of January following the expiration of the initial term and each successive term unless either party provides 60 days advance written notice prior to the expiration of the then current term of its desire not to renew or the term is sooner terminated as provided in this License Agreement. Notwithstanding anything in this License Agreement to the contrary, this License Agreement shall terminate immediately, without notice, upon the occurrence of any of the following: (a) Licensee or OECC is in breach of any of the provisions of this License Agreement and such breach is not remedied within 30 days of Licensee's receipt of notice, or if the breach is not reasonably curable within such thirty-day period, Licensee has not commenced to cure or is not expeditiously proceeding to cure the breach; (b) the making by Licensee or OECC of any general assignment for the benefit of creditors; (c) should there be filed by or against Licensee or OECC a petition to have Licensee or OECC, as applicable, adjudged

a bankrupt or petition for reorganization or arrangement under any law relating to bankruptcy; (d) should an appointed trustee or receiver take possession of substantially all of Licensee's or OECC's assets, or of Licensee's or OECC's interest in this License Agreement; (e) should substantially all of Licensee's or OECC's assets, or Licensee's or OECC's interest in this License Agreement, have been attached or judicially seized; or (f) Licensee ceases operations in the License Area for a period in excess of eighteen (18) months or more. If the License Agreement is terminated or expires, Licensee, its successors or assigns, will execute any instrument as now provided or hereafter may be provided by law to clear title to the License Area. Upon termination or expiration of this License Agreement, the License shall terminate and the Licensee shall have no rights or interest in the License Area or in this License Agreement. Termination or expiration of this License Agreement shall not relieve either party of their respective obligations under this License Agreement or at law accruing prior to the date of termination or expiration.

Notwithstanding anything to the contrary in this License Agreement, upon sixty (60) days' advance written notice to Licensee (except in the case of an emergency, in which event written notice shall be provided to Licensee as soon as possible before or after such emergency), Kimble shall have the right, from time to time, to prohibit access to the License Area by members of the public (each period, a "Restriction Period") if, in Kimble's sole discretion, such action is necessary in connection with a Licensor Activity. Each Restriction Period shall extend only for so long as is reasonably necessary in connection with a Licensor Activity as determined in Kimble's sole discretion.

2. Taxes. Licensee agrees to assume and pay any increase and all taxes, assessments, or CAUV recoupments which may be levied upon the License Area as a result of improvements by Licensee or use of the License Area under this License Agreement.

ARTICLE III. CONSTRUCTION AND MAINTENANCE

1. Specifications. Licensee or OECC shall submit to Kimble all design plans and specifications associated with any and all construction, materials or Work (defined below) that will occur in the License Area with the exception of annual routine maintenance ("Specifications"). Kimble shall have thirty (30) days to approve or reject the Specifications. Acceptance and approval of the Specifications shall not be unreasonably withheld, conditioned or

delayed by Kimble. Failure to approve or deny the Specifications within said thirty (30) day period shall be deemed an approval of the Specifications. No material departure shall at any time be made from the Specifications except upon permission in writing granted by the President of Kimble. The Trail shall at all times be located, constructed and maintained in accordance with the Specifications.

2. Notice of Work. Licensee or OECC shall give 48 hours prior written notice to Kimble of any work, construction, maintenance or related activities that will take place on or adjacent to the License Area ("Work") with the exception of annual and routine maintenance, including without limitation, tamping and routine application of herbicides.

3. Construction.

3.1 Materials. All materials and all Work shall be furnished and performed by and at the sole cost and expense of Licensee or OECC, and at such time and in such manner as shall be reasonably approved by Kimble, such approval and consent shall not be unreasonably withheld, conditioned or delayed by Kimble.

3.2 Drainage. Licensee's Specifications shall provide for adequate drainage facilities necessary or appropriate for the prevention of flooding in the general area of the License Area and property adjacent thereto. Drainage facilities shall be installed, repaired, maintained and cleaned as necessary by and at the cost and expense of Licensee. Licensee's Specifications shall also take all precautions to avoid diverting water onto Kimble's property adjacent to the License Area. Licensee warrants and covenants that it will not divert water onto Kimble's property adjacent to the License Area.

3.3 Fencing. If requested by Kimble, Licensee or OECC shall construct a barrier or fence adjacent to the Trail to prevent access to Kimble's property adjacent to the Trail. Upon Kimble's request, Licensee or OECC shall provide a gate and key to Kimble for any such fences or barriers constructed in the License Area.

3.4 Subsidence and or Hydraulic Affect. Licensee warrants that no subsidence or hydraulic affect will take place as a result of any Work or Licensee's activities on the License Area. If Kimble finds evidence of subsidence or hydraulic problems arise, Licensee shall immediately repair the License Area by use of a Kimble approved contractor to Kimble's

reasonable satisfaction. If the Licensee does not immediately repair the subsidence or hydraulic problems, then Kimble reserves the right to make repairs and Licensee will be responsible for the costs thereof to be paid within 30 days of billing.

3.5 Permits and Approvals. Licensee shall obtain all permits and approvals which may be necessary or appropriate for the Work at the sole risk, cost and expense of Licensee. Licensee shall comply with all Applicable Laws regarding the Work and its use of the License Area and assumes all cost, fines, penalties, expense and responsibility in connection therewith, without any liability whatsoever on the part of Kimble. Notwithstanding anything in this License Agreement to the contrary, the obligations in this Section (3.5) shall survive the expiration or termination of this License Agreement.

3.6 Protection from Liens. Licensee shall timely pay and discharge all claims to Licensee and its respective contractors and subcontractors of every type and tier and to any third party vendors, suppliers, materialmen or service providers for any Work or any materials permitted by Licensee to be applied to the License Area, and shall allow no lien or charge to become fixed upon any of the License Area or Kimble's property adjacent thereto. Notwithstanding anything in this License Agreement to the contrary, the obligations in this Section (3.6) shall survive the expiration or termination of this License Agreement.

3.7 Restoration of the Sites. Upon completion of any Work, Licensee and any of its contractors shall remove all unincorporated material and equipment from the License Area, and shall clean up the License Area in a diligent, good, and workmanlike manner and dispose of Licensee's waste and trash in a lawful manner. Upon the expiration or termination of this License Agreement, Licensee agrees to restore the License Area to the condition in existence as of the execution of this License Agreement, i.e. vacant, unimproved land, without limiting Licensee's restoration obligation. Without limiting Licensee's restoration obligation, Kimble shall have no liability to compensate Licensee for any improvements or fixtures left in or on the License Area. Notwithstanding anything in this License Agreement to the contrary, the obligations in this Section (3.7) shall survive the expiration or termination of this License Agreement.

3.8 Casualty Reporting. Licensee shall promptly provide verbal and written notice to Kimble of any accidents or occurrences resulting in illness or injuries to any persons or

damage to any property, including pollution or contamination, which accidents or occurrences are in any way arising out of or related to the License Area, as well as any correspondence, notices or communications relating to the same. Licensee shall also promptly furnish Kimble with a copy of reports made by Licensee to Licensee's insurer or to others of such accidents and occurrences, including statements and any other investigative material. Licensee shall forward within three (3) days of Licensee's receipt, any correspondence or communications threatening any litigation relating to this License Area.

4. Performance of Work. Licensee warrants and covenants that all Work performed in the License Area shall be done in accordance with Applicable Laws and with the utmost skill, care, and diligence, in a good and workmanlike manner, in accordance with the terms of this License Agreement.

5. Environmental Conscientious Performance/Hazardous Materials. All Work, and any subsequent use of the License Area by Licensee during the Term, shall be performed in a safe and environmentally conscientious manner, taking all reasonable and necessary actions, including, but not limited to, those required by any Applicable Laws and prudent industry practices to protect persons, property and the environment. Licensee shall provide Kimble with prior written notice of any Hazardous Materials proposed to be used by Licensee at the License Area. Such Hazardous Materials usage is subject to Kimble's consent, which consent may be withheld in Kimble's sole discretion. Licensee shall not discharge or release, and shall ensure that any of its agents do not discharge or release, Hazardous Materials in the environment at the License Area. Licensee shall be solely responsible for any and all cleanup, removal, remediation, damages, fines, penalties, or other expenses in the event of any such discharge or release by Licensee or its third party vendors, suppliers, invitees, recreational users, licensees, materialmen or service providers of Hazardous Materials. "Applicable Laws" as used throughout this License Agreement shall refer to any and all statutes, regulations, ordinances, administrative opinions, administrative codes of any local, state or federal governmental body and jurisdiction. "Hazardous Material" means any substance which constitutes, in whole or in part, a pollutant, contaminant or toxic or hazardous substance or hazardous waste under, or the generation, use, treatment, storage, release, transport or disposal of which is regulated by, any Laws, and shall specifically include any substance which (i) constitutes

a "hazardous substance" under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq., or a "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., (ii) exhibits any of the hazardous characteristics enumerated in 40 C.F.R. Sections 261.20-261.24, inclusive, (iii) constitutes any of those extremely hazardous substances referred to in 302 of the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, 100 Stat. 1613, at 42 U.S.C. 11002, (iv) constitutes a hazardous material which, when transported, is subject to regulation by the United States Department of Transportation at 49 C.F.R. Parts 171-199; (v) constitutes asbestos, urea formaldehyde, chlorinated biphenyls (polychlorinated or monochlorinated) or petroleum products; or (vi) any illegal narcotic, including without limitation, methamphetamine or heroin. It is the intent of the Parties to construe "Hazardous Material" broadly.

6. Operation. Licensee will maintain and operate the License Area pursuant to the Specifications and the DESIGN & OPERATIONS GUIDELINES, hereinafter referred to as EXHIBIT B and attached to this License Agreement.

7. Nuisance. Licensee covenants and agrees that during the Term of this License Agreement, it will avoid creating a nuisance or allowing a nuisance to exist in the License Area.

8. Relocations by Kimble. In the event Kimble decides to change the grade or location of its road, construct tracks or facilities, construct, remove, or relocate pipelines, engage in mining operations or oil or gas development, or to remove, construct or add to any of its roads or facilities upon land owned or used by Kimble, then Licensee shall, at the sole expense of Kimble, and within sixty (60) days after service of notice in writing requiring Licensee so to do, make such reasonable adjustments or relocations to Licensee's facilities as herein provided as requested by Kimble.

9. Priority of Use. Kimble shall have the right at all times to paramount use of its now existing or future roads, pipelines, oil or gas development, mining operations, tracks, rights-of-way, provided that, to the extent reasonably possible and economically feasible, any Licensor Activity shall be conducted, performed or constructed, as the case may be, in a manner intended to avoid material interference with the rights granted to Licensee in this License Agreement, and Licensee shall exercise the greatest care in the use of the License Area so not to adversely affect Kimble's now existing or future uses. Licensee's Work shall not result in any interruption of

Kimble's now existing or future rail service, mining operations, oil or gas development, pipelines, tracks, rights-of-way or roads.

10. Public Safety Precautions.

10.1 Licensee shall erect and maintain signs as well as fences in accordance with the Specifications, or as is amended to Kimble's reasonable satisfaction to prevent unauthorized access to and from the License Area, and shall take such further steps as may be reasonable and necessary (including police patrols) to prevent unauthorized persons from entering upon, loitering or using the License Area for any purpose other than Trail use.

10.2 Licensee shall take or cause to be taken such precautionary measures as may be reasonable to minimize the risk of injury to persons or damage to or destruction of property on or adjacent to the License Area; and, if Kimble should at any time, and from time to time, request Licensee to take any other reasonable measures or to furnish any form of protection (either new, upgraded or additional protection, including without limitation, fencing), Licensee, at its sole cost and expense, shall use its best efforts to reasonably and promptly cause the protection requested or directed by Kimble to be installed and maintained.

10.3 Licensee shall have the sole responsibility for policing the Trail. Assistance will be provided as needed by the officers and deputies of the Tuscarawas County Sheriff's Department, who have the right and authority to enforce the laws of the State of Ohio within the License Area.

10.4 In addition to, but not in limitation of any of the foregoing provisions, if at any time Kimble should deem crossing flagmen or watchmen desirable or necessary, due to activities related to trail construction, Work or maintenance, that cannot be reasonably corrected by other remedies offered by Licensee or activities related to the maintenance of Kimble's now existing or future road, pipelines, oil or gas development, tracks, railroad or mining efforts in the vicinity, Kimble shall place flagmen or watchmen there at the sole risk, cost and expense of Licensee. Licensee shall have the option of temporarily closing the Trail when Kimble performs maintenance on its now existing or future road, pipelines, or when reasonably necessary to accommodate Kimble's mining efforts, oil or gas development or railroad construction. If Licensee decides not close the Trail, then Licensee covenants and agrees to bear the full cost and expense

thereof of any watchmen or flagmen provided in order to make the Trail as safe as is reasonably possible. The furnishing or failure to furnish flagmen or watchmen by Kimble, however, shall not release Licensee from any and all liabilities assumed by Licensee under the terms of this License Agreement. Further, any right of Kimble to approve or object of any act or thing in this License Agreement, whether or not subject to any reasonableness limitation, shall never be deemed, assumed or constitute an admission that such thing or act is in fact appropriately constructed or designed, safe or otherwise satisfies any duty in tort law to the general public, if any, to act as a reasonable prudent person under like circumstances. Any such determination as to safety, appropriate construction and design and the satisfaction of any duty owed to the general public, if any, shall be the sole responsibility of Licensee.

11. Maintenance. Licensee shall at all times maintain the License Area in substantial conformity with the Specifications, EXHIBIT B, and in accordance with this License Agreement, and in accordance with Applicable Laws.

12. Commencement of Work. In exercising its right hereunder, Licensee covenants as follows: Licensee will design, improve, construct, maintain and operate the Trail pursuant to the Specifications, EXHIBIT B and this License Agreement. Licensee will not open the Trail for recreational users until after all construction is complete and the Trail is in compliance with the Specifications, Exhibit B, this License Agreement and upon the written approval of Kimble, which shall not be unreasonably, withheld, conditioned or delayed.

ARTICLE IV. GENERAL PROVISIONS

1. Indemnification. Licensee accepts the License with full cognizance of the risk of loss of life, personal injury, and property loss or damage that may be caused by the construction, maintenance and use of the Trail or from any other persons' or entities' (including the general public or commercial interests) use of the Trail. OECC agrees to release, indemnify, defend and hold harmless Kimble and its directors, shareholders, officers, agents, employees, subsidiaries and affiliates (which shall include for the avoidance of doubt RHDK Investments, LLC, RHDK Oil & Gas, LLC and Kimble Recycling & Disposal, Inc.) ("Kimble Indemnitees") from and against all liabilities, losses, claims, causes of action, fines, penalties, damages, demands, lost profits, costs, death, injuries, environmental damages, litigation expenses (including without limitation

attorney's fees and court costs, litigation costs and expert witness fees), to any person, entity(ies), or property(ies), or any combination thereof, whether alleged, incurred or suffered by any any of the Kimble Indemnitees and relating to, occurring or arising in whole or in part in any manner, regardless of cause, from: (a) the Licensee's breach of this License Agreement; (b) Licensee or its agents' or the public's use of the License Area; (c) the Work; (d) Licensee, Licensee's agents or the general public's trespass upon Kimble's property adjacent to the License Area when such occurs as a result of the original use of the License Area; (e) any liens arising on the License Area as a result of the Work; (g) the use of Hazardous Materials in the License Area in violation of Article 3, Section 5; (h) any individual or property's presence on the License Area or property of Kimble adjacent to the License Area; or (i) any employee, agent, or contractor of Licensee or OECC (hereinafter "Claims"), excepting only the intentional misconduct or gross negligence of Kimble Indemnitees. Solely for and limited to Claims for indemnification by Kimble Indemnitees arising under the provisions of this paragraph, OECC expressly waives its respective statutory immunity under Ohio Revised Code Section 4123.74 and constitutional immunity under Article II, Section 35, from suit for injuries arising out of employment.

In spite of any provision in this License Agreement to the contrary, Kimble's recovery against OECC for indemnification described in this Article IV, Section (1) is limited solely to amounts recoverable with respect to the insurance to be acquired and maintained by the OECC under Article IV, Section (2) below.

2. Insurance. Licensee and OECC shall at their sole cost and expense procure, provide, and thereafter maintain in effect during the Term of this License Agreement and for a period of two years after the termination or expiration of this License Agreement, comprehensive commercial general liability insurance covering bodily injury, death and damage to person(s), entity(ies), or property(ies), occurring in, on or about the License Area, with minimum limits of $2 million per occurrence and, with respect to OECC, $4 million in the aggregate. This coverage shall also include a "Described Premises" endorsement to the OECC and Licensee's general liability insurance with a $2 million per event and, with respect to OECC, a $4 million aggregate limit which shall be confirmed on the coverage summary. In addition, Kimble Indemnitees will be named as additional insured under Licensee's and OECC's policies, with such additional insured

coverage including: (i) coverage for the sole or concurrent negligence of the additional insured and not being restricted (a) to "ongoing operations," (b) to coverage for vicarious liability, or (c) to circumstances in which the named insured is partially negligent; (ii) waive subrogation against Kimble Indemnitees, and the OECC and Licensee, as applicable; and (iii) be primary and non-contributory to any insurance of Kimble Indemnitees.

Notwithstanding any provision in this License Agreement to the contrary, failure to secure or maintain the insurance coverage, the failure to comply fully with any of the insurance provisions of this License Agreement, or the failure to secure or maintain such endorsements on the policies as may be necessary to carry out the terms and provisions of this License Agreement shall in no way act to relieve Licensee or OECC from the obligations of this License Agreement. Although the scope of the Licensee and OECC's insurance obligations may be defined by reference to the risks and liabilities assumed under this License Agreement, the insurance provisions of this License Agreement are, to the extent required to maximize their effectiveness, (i) separately and independently enforceable and (ii) distinct and severable from any release, defense, hold harmless or indemnity obligations in this License Agreement.

Upon request, the Licensee and OECC shall provide Kimble with copies of the general liability policies maintained by Licensee and OECC under this Article IV, Section (2). Licensee and OECC shall cause their respective insurance policies to be endorsed such that Kimble will be notified in writing at least ten (10) days in advance by Licensee and OECC's respective insurance carrier of any cancellation or changes which modify the coverage provided thereunder. Licensee and OECC also will reasonably cooperate with Kimble as to the submission and adjustment of claims made by the Kimble under Article IV, Section (1) above that are covered by the insurance required in this Article IV, Section (2).

Licensee and OECC shall furnish certificates of such insurance and such other evidence satisfactory to Kimble (including copies of policies) of the maintenance of all insurance coverages required hereunder. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Kimble. Licensee and OECC shall, prior to the commencement of the Term and at least thirty (30) days prior to any renewal date of any insurance policy required to be maintained by Licensee and OECC pursuant to this paragraph, provide Kimble with a completed

Certificate of Insurance, using a form acceptable in Kimble's reasonable judgment, attaching thereto copies of all endorsements required to be provided by Licensee and OECC under this License. Licensee and OECC shall maintain worker's compensation coverage in the minimum statutory amount during this License.

3. Waiver. No waiver of any breach, any failure of any condition, or any right or remedy contained in or granted by the provisions of this License Agreement shall be effective unless it is in writing specifically referencing this License Agreement and signed by the Party waiving the breach, failure, right or remedy. No such waiver of any breach, failure, right, or remedy, whether or not similar, shall constitute a waiver of any past or future breach, failure, right, or remedy unless expressly set forth in such written waiver, nor shall any waiver constitute a continuing waiver unless the writing so specifies. OECC shall not assert, as a defense to a Claim by any or all of the Kimble Indemnitees against OECC arising under this License Agreement the provisions of the Recreational User Statute (Section 1533.181, Ohio Revised Code); provided, however, nothing in this License Agreement including this waiver provision shall prevent OECC from using that provision as a statutory defense, or any other defenses that may be available to it, against any third party or the public.

4. Survival. Notwithstanding any termination or expiration of this License Agreement, and without limiting any other survival provisions set forth in this License Agreement, Article IV, Sections (1), (2), (3) and (11) shall survive. Further, the termination or expiration of this License Agreement shall not relieve OECC, Licensee or Licensor from any obligations or liabilities that accrued prior to such expiration or termination of this License Agreement.

5. Assignment. The permission and license hereby afforded shall be the private privilege of Licensee and Licensee may not assign, lease, sublease or transfer in any manner. Any assignment, license, transfer, sublease or transfer, in whole or in part, of Licensee's rights under this License Agreement shall be null and void at the election of Kimble, to be exercised at any time and said right shall never be waived unless done in writing by Kimble. Kimble may assign this License Agreement to any affiliate of Kimble or to any bona fide third party purchaser of the License Area, and any such assignee shall receive all benefits and be responsible for all obligations of Licensor under this License Agreement.

6. Advertising. Except as provided in Article I, Section (1)(c), Licensee may not place any advertising material, signage or public display without Kimble's prior written consent which may be unreasonably withheld, conditioned or delayed. Kimble shall be free to place signs in the License Area bearing Kimble's logo and advertising Kimble's services, provided such do not materially interfere with Licensee's intended use of the License Agreement.

7. Notices.

Any notice or other communication required to be given to a party hereto shall be in writing and either hand-delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth below. For all purposes hereunder, "receipt" shall be deemed to occur on the date of actual receipt.

As to Kimble:
KIMBLE COMPANY
Attn: Keith B. Kimble
3596 S.R. 39 NW
Dover, OH 44622

With a copy to:
KIMBLE COMPANY
Attn: Legal Department
3596 S.R. 39 NW
Dover, OH 44622

As to Licensee:
County of Tuscarawas, State Of Ohio
Attn: County Prosecutor
125 East High Avenue
New Philadelphia, Ohio 44663

As to OECC:
Ohio and Erie Canalway Coalition
47 West Exchange Street
Akron, Ohio 44308

8. Warranty of Authority. Each individual executing this License Agreement on behalf of each of Kimble and Licensee represents and warrants that he or she is duly authorized to execute and deliver this License Agreement on behalf of Kimble or Licensee, as the case may be, and that

this License Agreement is binding upon Kimble or Licensee, as the case may be. Each person executing this License Agreement on behalf of Licensee and Kimble hereby covenants and warrants that Licensee and Kimble, as the case may be, is duly incorporated, formed or organized, as the case may be.

9. Time of Essence. Time is of the essence with respect to the terms and conditions of this License Agreement.

10. Rights Cumulative. Each right and remedy of Kimble or Licensee provided for in this License Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this License Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Kimble or Licensee of any one or more of the rights or remedies provided for in this License Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Kimble or Licensee of any or all other rights or remedies provided for in this License Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

11. Exculpation of Kimble. Notwithstanding anything to the contrary in this License Agreement, all property kept, stored or maintained on the License Area shall be so kept, stored or maintained at the sole risk of Licensee. Notwithstanding anything to the contrary in this License Agreement, except to the extent arising from the intentional misconduct or gross negligence of Kimble or any agent of Kimble, Kimble shall not be liable and Licensee and OECC waives all Claims against Kimble Indemnitees for damages to person or property sustained by Licensee, OECC or by any other person at, on or upon the License Area or any equipment located thereon becoming out of repair, or through the acts or omissions of any persons present on the License Area. Notwithstanding anything to the contrary in this License Agreement, Licensee and OECC hereby release and forever discharge, Kimble Indemnitees from any and all Claims arising from or relating to the License Area, or property adjacent thereto, regardless of cause, except to the extent of any or all of the Kimble Indemnitees' material breach of this License or gross negligence or intentional misconduct.

12. Performance at Licensee's Sole Cost and Expense.

When Licensee exercises any of the rights, or renders or performs any of its obligations hereunder, Licensee hereby acknowledges that it shall do so at Licensee's sole cost and expense.

13. Miscellaneous.

A. Any judicial determination that any part of this License Agreement is invalid shall not affect the validity or enforceability of any other part of this License Agreement, and the remainder of such provision, paragraph and this License Agreement shall be enforced to the greatest extent permissible under law.

B. This License Agreement shall be governed by the local laws of the State of Ohio.

C. As used in this License Agreement, the words "Kimble", "Licensee" and "OECC" shall include their respective successors and assigns.

D. This License Agreement is for the exclusive benefit of Licensee as set forth herein and not for the benefit of any other party. Nothing herein contained shall be taken as creating or increasing any right in any third party to recover by way of damages or otherwise against Licensee.

E. Section headings are inserted for convenience only and shall not affect the construction or interpretation of this License Agreement.

F. This License Agreement contains the entire agreement of the parties and supersedes any prior written or oral understandings, other license agreements or representations.

G. This License Agreement may not be amended, waived or discharged except by an instrument in writing signed and acknowledged by the parties.

H. All words, terms and phrases used in this License Agreement shall be construed in accordance with their generally applicable meaning.

I. The terms of this License Agreement shall be binding and effective upon all the parties hereto, unless and until terminated, as hereinbefore provided. This License Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject; however to the provisions of Article IV, Section (5) of this License Agreement.

J. Each Party and its counsel have participated fully in the review and revision of this License Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this License Agreement. The language in this License Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

K. Nothing in this License Agreement shall serve as the basis for any claim for personal injury or property damage by any non-party to this License Agreement, and there are no intended third party beneficiary(ies) to this License Agreement, except the Kimble Indemnitees.

L. Specific Performance. The parties acknowledge that it will be impossible to measure in money the damage to them caused by any failure to comply with the covenants set forth in this License Agreement, that each such covenant is material, and that in the event of any such failure, the injured party will not have an adequate remedy at law or in damages. Therefore, the parties consent to the issuance of an injunction or the enforcement of other equitable remedies against them at the suit of the other, without bond or other security, to compel performance of all of the terms of this License Agreement, and waive the defense of the availability of relief in damages.

ARTICLE V. EXECUTION

IN WITNESS WHEREOF, intending to be bound by this License Agreement, the undersigned parties hereto have caused this License Agreement to be duly executed and delivered as of the date signed below.

Kimble Company

By: _____
Keith B. Kimble, President

County of Tuscarawas

By: _____
Chris Abbuhl, Commissioner

By: _____
Al Landis, Commissioner

By: _____
Joe Sciarretti, Commissioner

Approved as to form:

By: _____
Robert Stephenson
Assistant Prosecuting Attorney

Ohio & Erie Canal Corridor Coalition, Inc.

By: _____
Daniel M. Rice, its President & CEO

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VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, yes;

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (103-2019) ADJOURN

It was moved by Commissioner Landis, seconded by Commissioner Abbuhl, to adjourn at 1:41 p.m. to meet in Regular Session, Monday, the 11th day of February, 2019.

VOTE: Joe Sciarretti, yes;
Chris Abbuhl, yes;
Al Landis, 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.

Joe Sciarretti

Chris Abbuhl

Al Landis

Attest: _____
Adam Stilgenbauer, Clerk