May 3, 2017

Agenda

Pledge of Allegiance

3:15 p.m. Executive Session Engineer – Pending Litigation
3:30 pm. Health Department Roof Bid

Approve Minutes

Before/After Expenditures

Interfund Transfer

Supplemental Appropriation (1)

Out of County Travel Request – EMA

Out of County Travel Request – Auditor

Liquor Permit – Mustang Restaurant

Gardiner Cicuit-1 Condenser Variable Frequency Drive

Independent Elevator Contractor Agreement (Courthouse)

Tusc Parks ODNR Agreement

Resolution Amendment for Sandyville/East Sparta WWTP Cost Improvement

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION WEDNESDAY, THE 3RD DAY OF MAY, 2017, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Joe Sciarretti

Commissioner Abbuhl presiding

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

RESOLUTION (406-2017) APPROVE MINUTES

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

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

Discussion: Commissioner Abbuhl stated for the record that the Commissioners were very grateful to the voters of Tuscarawas County who voted in favor of the Sales Tax Renewal.

RESOLUTION (407-2017) BEFORE/AFTER EXPENDITURES

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

Daniel L. Davis (Public Defender)	$1,500.00
Ziegler Tire (Juvenile Court)	$117.23

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

RESOLUTION (408-2017) INTER-FUND TRANSFER/ADVANCE

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the following inter-fund transfer/advance as per the State Auditor's recommendation:

Treasurer, Tusc. Co. Capital Projects to Bonds $80,073.80

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

RESOLUTION (409-2017) SUPPLEMENTAL APPROPRIATIONS

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the following supplemental appropriations:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water/Sewer	E-1360-Q085-Q10	E-1360-Q085-Q04	$3,500.00	OWDA Loan Fee

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

RESOLUTION (410-2017) OUT OF COUNTY TRAVEL – EMERGENCY MANAGEMENT

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the following travel request as submitted by Patty Levengood, Director Emergency Management:

DATE: 05-24-2017
LOCATION: National Weather Service Pittsburgh, PA. 4145 Evergreen Rd. Pittsburgh, PA.
ATTEND: 1 (Gail Baldwin)
EXPENSE: $90.16
REASON: Forecast and communication; required visit for Storm Ready Certification

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

RESOLUTION (411-2017) OUT OF COUNTY TRAVEL – AUDITOR

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the following travel request as submitted by Larry Lindberg, County Auditor:

DATE: 06-12-2017 – 06-12-2017
LOCATION: Mason, Ohio
ATTEND: 2 (Larry Lindberg, Tracey Judy)
EXPENSE: $1,100.00
REASON: Updates on changing laws and different topics (2017 CAAO Summer Conference)

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

RESOLUTION (412-2017) LIQUOR PERMIT – MUSTANG RESTAURANT & BAR

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to not request a hearing for DBA Mustang Restaurant and Bar.

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

7353055 PERMIT NUMBER	TRFO TYPE	NATHAN RICHARDSON DBA MUSTANG RESTAURANT & BAR 1ST FL & PATIO 6998 SR800 SE MILL TWP UHRICHSVILLE OHIO 44683
02 01 2017 ISSUE DATE		
04 20 2017 FILING DATE		
D5 PERMIT CLASSES		
79 936 TAX DISTRICT	B F18384 RECEIPT NO.	

FROM 04/24/2017

2586661 PERMIT NUMBER	TYPE	TODD EVANS 1ST FL & PATIO 6998 SR800 SE MILL TWP UHRICHSVILLE OHIO 44683
02 01 2017 ISSUE DATE		
04 20 2017 FILING DATE		
D5 PERMIT CLASSES		
79 936 TAX DISTRICT	RECEIPT NO.	

MAILED 04/24/2017 RESPONSES MUST BE POSTMARKED NO LATER THAN. 05/25/2017

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES B TRFO 7353055 (TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☑
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☑ Clerk of County Commissioner ☐ Clerk of City Council ☐ Township Fiscal Officer (Date) 05-04-2017

CLERK OF COUNTY COMMISSIONERS
125 EAST HIGH AVE
NEW PHILADELPHIA OHIO 44663

DLC 4052 REV. 03/09

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

Discussion: Mr. Abbuhl posed the question to the Board about what to do involving the legal agreement with Gardiner, which contained indemnification language. The Board debated whether or not to pass the legal agreement contingent upon removal of indemnification language, or instead, table the document.

RESOLUTION (413-2017) GARDINER CIRCUIT CONDENSER VARIABLE FREQUENCY DRIVE

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to approve the agreement with Gardiner contingent upon removal of indemnification language.

GARDINER

31200 Bainbridge Road
Solon, Ohio 44139
Tel: 440.349.5588
Fax: 440.349-3585
www.WHGardiner.com

April 27, 2017

GSC Quote # 91681

Mr. Jack Hupp
Tuscarawas County Commissioners
125 East High Avenue
Tuscarawas, Ohio 44622

SUBJECT: Circuit-1 Condenser Variable Frequency Drive, Motor and Blade Replacement

Dear Mr. Hupp:

Per your request, Gardiner is pleased to budget the following:

- All labor and material to replace circuit-1 VFD, Motor and Blade

Price to complete the above.....$4,760.00

The above price is based on above work noted any other work that may be needed will be quoted at additional charge. The above price is firm for thirty (30) days and does not include taxes, if applicable. Pricing is based on work during normal hours at standard labor rates. Overtime labor is an additional charge.

Note: This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so that we can ensure that our proposal fully meets your requirements.

If this quotation meets with your approval, please sign the **Proposal accepted** authorization and return. Thank you for the opportunity to work with you on this project. If you have any questions, please feel free to call.

Sincerely,

Richard Speck
Account Manager

Proposal Accepted:

Authorized by: _____

Title: _____

Date: _____ PO #: _____

HVAC Systems • Energy Services • Automation & Controls • Building Services • Intelligent Control Services • HVAC Parts & Supplies
www.WHGardiner.com

Standard Contract Terms and Conditions

Acceptance. If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company DBA Gardiner, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Gardiner's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by Gardiner on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

Payment Terms. Customer shall pay Gardiner's invoices within net thirty (30) days of invoice date. Gardiner will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Gardiner in attempting to collect amounts due,

Asbestos and Hazardous Materials. Gardiner's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

No-Hire; No-Solicitation, Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

Indemnification. Gardiner and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

Warranty. Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for one year from date of completion of work and will repair or replace such products or components as Gardiner finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by Gardiner, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GARDINER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

Limitation of Liability. All claims, causes of action or legal proceedings against Gardiner arising from Gardiner performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

Disputes and Choice of Laws. This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio, All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discoveries shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association, Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

Entire Agreement. These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between Gardiner and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Gardiner.

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

RESOLUTION (414-2017) INDEPENDENT ELEVATOR CONTRACTOR AGREEMENT

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to approve the agreement with the private company Independent Elevator for the Courthouse elevator.

INDEPENDENT ELEVATOR®

P.O. Box 8530
Canton, OH 44711

Phone (330) 455-4000
Fax (330) 455 4005
E-Mail indelco6@gmail.com

SERVING THE AREA SINCE 1972 MAINTENANCE AND REPAIR ALL TYPES OF ELEVATORS

March 24, 2017 Proposal #2801 Contract 10S

Tuscarawas County Courthouse
Attn: Jack Hupp
101 E. High Avenue
New Philadelphia, OH 44663

In consideration of the sum of $224 per month, INDEPENDENT ELEVATOR agrees to furnish the following service for the elevator described as:

- One (1) Canton/Payne Passenger Traction (State ID# 17963)

The service shall include all labor and material required to make TWELVE (12) PREVENTATIVE MAINTENANCE examinations per year.

This service will include cleaning and lubrication to the elevator equipment as required, and necessary small adjustments at the time of this regular examination. INDEPENDENT ELEVATOR will furnish under this contract, all lubricants and cleaning supplies as required for the regular examinations. These examinations will be performed by qualified men during our regular working hours of regular working days. We will furnish, at no additional fee, SMALL PARTS that cost INDEPENDENT ELEVATOR less than $20 per unit, if these parts are installed at the regular monthly service time.

THE ANNUAL ANSI A17.1 SAFETY TEST IS NOT INCLUDED IN THIS CONTRACT BUT WILL BE PERFORMED AT CUSTOMERS REQUEST AT OUR NORMAL BILLING RATE. THE FIVE YEAR FULL-LOAD TEST IS NOT INCLUDED IN THIS CONTRACT BUT WILL BE PERFORMED AT CUSTOMERS REQUEST AT OUR NORMAL BILLING RATE.

INDEPENDENT ELEVATOR will perform this annual test according to the requirements of ANSI A17.1 code. We will not be held responsible for any damages to the equipment while test is being performed or for failure of hydraulic cylinders or piping during test procedures or while in normal service. This notification covers each elevator under the contract and is effective each time the test is done and constitutes your authorization to perform the test. The proper test form will be filed with the Elevator Division of the State of Ohio upon satisfactory completion by INDEPENDENT ELEVATOR.

We will provide and maintain Maintenance Logs and Fire Service Logs in the Machine Rooms as required by the ANSI A17.1-2000 Code. The State of Ohio A17.1-2000 Code requires wiring diagrams to be kept in each elevator machine room as well. Customer is responsible for providing these wiring diagrams.

We do not cover communications devices in elevator cars. No other work or material, except as stated above, is included in this contract. Emergency service, if required, is available to you on a 24 hour per day, 7 day per week basis at our current billing rate per hour.

Responsibilities of owner shall include but not be limited to instructing or warning passengers in the proper use of the elevator equipment, and to watch over the equipment for proper operation. In the event that a malfunction occurs you shall promptly report it to us and take whatever action is required

to secure the equipment in a safe manor until we are able to repair the problem. You are to provide us with copies of the State of Ohio elevator inspection reports. We will assist you in completing any remedial items that appear on these reports and you are to keep the certificate of operation current.

As a service to our Contracted Customers, INDEPENDENT ELEVATOR will permit the emergency elevator telephones to be programmed to ring at our office at no additional charge. Any service or programming of your emergency telephones to accomplish this feature, are not included in this contract and will be billed at our standard hourly rate.

It is understood that INDEPENDENT ELEVATOR assumes no liability because of accidents or injury to persons using this elevator equipment and the responsibility for accidents while riding in or being in or about the elevators and premises is the responsibility of the owner and is in no way affected by this agreement.

INDEPENDENT ELEVATOR shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, or by any other causes beyond its reasonable control. No liability, work or service on the part of INDEPENDENT ELEVATOR, except as stated above is intended or included in this contract.

No special tests will be provided nor shall we be required to make any modifications or attachments to the equipment, regardless of who might order such, which includes insurance, governmental or other authority. We shall not be responsible for any outstanding State of Ohio violations. We shall not be required to upgrade the equipment as new products become available, and if parts of the existing equipment, in our opinion, need to be upgraded because they become unreliable, this will become the responsibility of the owner and will be done at your expense if authorized.

We shall not be liable for repairs or consequential damages to the equipment or to persons which are caused by persons not in our employ, or any other acts or damage beyond the scope of our control. It is understood that you are not permitted to have "others" repair or service this elevator while this contract is in effect.

This agreement shall be effective for a period of one (1) year beginning May 1, 2017 and thereafter unless canceled or terminated by either party as stipulated herein. This agreement may be canceled or terminated on or after the expiration date by either party upon written notification submitted thirty days in advance. If no notification is issued, the contract shall renew under the same terms and conditions as stated above for an additional one-year period. It may also be terminated by INDEPENDENT ELEVATOR at any time because of non-payment of the account.

The contract price may be adjusted on the first yearly anniversary of the contract and on an annual basis thereafter. Terms of payment are net 30 days. An interest charge of 1.5% per month will be charged on invoices over 30 days. You also agree to pay any taxes in whatever form the same may now or hereafter be enacted or payable.

THIS QUOTATION IS VOID IF NOT SIGNED AND RETURNED WITHIN 30 DAYS

Accepted By: _____

Date: 5/4/2017

INDEPENDENT ELEVATOR, LLC.

By: _____

Date: 3-21-2017

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

Discussion: Gabriel Riggle, AmeriCorps representative for TUSCParks, stated that the Subsidy Agreement is in correspondence with a recently approved grant for the Rods and Reels Program. This will provide full funding for 25 fishing rods for those who complete the angler training program. Commissioner Sciarretti asked Mr. Riggle on how the schools are notified about the program. Mr. Riggle responded by elaborating on different methods he uses to reach out to local youth. In regards to the Rods and Reels programs, methods have included community members, the Latino Cultural Connection, and the newspaper. However, the program is limited to only 25 members, and consequently cannot be too large. The event, though now full, is June 17th at Trenton Heritage Park.

RESOLUTION (415-2017) TUSCPARKS AND OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) SUBSIDY AGREEMENT

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to approve the Subsidy Agreement between TUSCParks and ODNR.

SUBSIDY AGREEMENT
BETWEEN
TUSCARAWAS COUNTY PARK DEPARTMENT
AND
STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE

This Agreement is made and entered into this **3rd** day of **May, 2017** by and between the Tuscarawas County Park Department, hereafter referred to as the "Cooperator" and the State of Ohio, Department of Natural Resources, Division of Wildlife, 2045 Morse Rd, Bldg. G, Columbus, Ohio 43229, hereafter referred to as the "Division" or "State." This Agreement is hereby entered into under the authority of Sections 1533.15 and 1533.28 of the Ohio Revised Code.

WITNESSETH:

WHEREAS, the Cooperator and the Division both have an interest in providing aquatic education programs to make all people more aware of aquatic resources and angling opportunities in Ohio and

WHEREAS, the Cooperator has made significant progress educating people about aquatic resources and educator resources and

WHEREAS, the results of aquatic education programs will benefit anglers and educators in Ohio by making effective aquatic education and angling programs more available to all people, and will promote fishing, aquatic life systems, and sound stewardship of aquatic resources.

NOW THEREFORE, in consideration of the mutual advantages resulting from such cooperation and the respective advantages assumed hereunder it is mutually agreed as follows:

A. THE COOPERATOR SHALL:

1. Undertake the work and activities set forth in Exhibit 1, which is attached hereto, made a part hereof, and incorporated by reference as if fully rewritten herein, and provide a written report of activities and results achieved. Successful fulfillment of this Agreement shall be measured by an evaluation of the report of the results following completion of the program identified in Exhibit 1.

2. Consult with personnel of the Division for technical assistance and expertise as necessary to assure successful project completion.

3. Maintain records of actual expenditures made on behalf of the work performed under the Agreement for a period of at least five years and make those records available to the Division or the U.S. Fish and Wildlife Service upon request.

4. Maintain records of any equipment purchased under the terms of the agreement indefinitely.

5. Provide appropriate recognition to the Division on the printed materials accompanying the production of their role in the Agreement project. This recognition shall include the prominent display of the Division of Wildlife and USFWS Wildlife and Sportfish Restoration logos on all publications, related printed materials and websites.

6. Maintain a complete accounting of all instrutor and volunteer time accumulated during this project. Volunteer time and other contributions may be used by the Division for in-kind matching funds. The Cooperator shall report this information to the Division within 60 days following the date of the last activity of the project.

7. Cooperator shall not convert equipment to uses other than those originally approved by the Division, and shall not transfer said equipment without cost, and shall not sell said equipment without written approval of the Division. If for any reason during the one-year period of this Agreement the Cooperator finds that such equipment is no longer needed for its originally approved use, the Cooperator shall notify the Division in writing of such finding. With written approval of the Division, the Cooperator may convert said equipment to a use other than that originally approved, transfer said equipment without cost, or sell said equipment. For conversions, sales or transfers made during the one-year period, the Cooperator shall repay to the Division within forty-five (45) days of the approved disposition of said equipment, seventy-five percent (75%) of any expended funds granted by the Division for the originally approved purchase of said equipment.

8. If at the end of the one-year period, the market value of the equipment is greater than fifty percent (50%) of any expended funds granted by the Division for the originally approved purchase of said equipment, the Cooperator shall develop a disposition plan and request approval from the Division. If the market value of the equipment is less than fifty percent (50%) of the expended funds granted by the Division for the originally approved purchase of said equipment, the Cooperator may dispose of the equipment in a manner consistent with local regulations.

B. THE DIVISION SHALL:

1. Provide funding in the amount of $1075.00 for performance of the work and activities described in Exhibit 1. Obligations of the State are subject to the provisions of the Ohio Revised Code Section 126.07.

2. Provide technical assistance and expertise.

3. Acknowledge the Cooperator as a partner in the Division's aquatic education efforts.

C. IT IS MUTUALLY AGREED AND UNDERSTOOD:

1. Work under this Agreement shall not commence until the Cooperator has been officially notified by the Division to proceed. Any services or materials supplied by the Cooperator prior to such notification, shall not give rise to any legal obligation upon the Division.

2. This Agreement shall terminate June 30, 2017.

3. The terms of this Agreement are subject to revision by mutual, written, consent by both parties; and further provided that, prior to the completion of this Agreement, either party hereto shall have the option and privilege of terminating this Agreement by giving a 30-day written notice of intention to terminate to the other party. If the Agreement is terminated at the request of the Cooperator then a full refund of the Agreement monies shall be required within 30 days. If the Agreement is terminated by the Division, the Cooperator shall reimburse the Division for unexpended funds.

4. The Division reserves the right at any time after execution of this Agreement, to terminate the Agreement, in whole, or in part, upon written notification to the Cooperator. At termination, the Cooperator shall furnish to the Division a copy of all invoices and records per paragraph A.5., with a statement as to the amount of work completed on said Project. Upon receipt of the above information the Chief, Division of Wildlife, shall determine the percent completion of the Project, and pay a pro-rated amount of the original Agreement price based on said percentage. The Cooperator agrees that determination of said amount, by the Chief, Division of Wildlife, is a

binding and final determination. However, the Cooperator may request reconsideration by the Chief, Division of Wildlife, upon evidence not initially submitted at the time of termination of the Agreement.

5. This Agreement is not part of any other Agreement between the Cooperator and the Ohio Department of Natural Resources and/or the Division.

6. If the Cooperator does not comply with all the terms and conditions of this Agreement, the Agreement shall be immediately canceled and all monies due the Cooperator shall be forfeited to the State.

7. The Cooperator shall be solely responsible for any and all claims and liability for personal injury, including death, or property damage resulting from negligent or intentional acts or omissions of the Cooperator and its employees while they are conducting the work performed under this Agreement.

8. On and after the date of this Agreement, and to the extent allowable by law, the Cooperator agrees to defend and hold the State harmless from loss, damage, or liability in case of claim or suit made against the State by reason of any incident arising from, concerning, or in any way connected with the implementation, construction, operation, or maintenance of the Project.

9. The laws of the state of Ohio shall govern this Agreement and any claims arising in any way out of this Agreement. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect; however, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Any litigation arising out of or relating in any way to this Agreement or the performance hereunder shall be brought only in the courts of Franklin County, Ohio, and Cooperator hereby irrevocably consents to such jurisdiction.

10. The Cooperator certifies that neither it nor its employees are public employees of the Division under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that the Cooperator carries Workers' Compensation coverage. The Cooperator is undertaking the work under this Agreement as an independent contractor and not as an agent or employee of the Division. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, or other relationship between the parties.

11. Cooperator affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. Cooperator further affirms that if at any time during the term of this Agreement, Cooperator is the subject of any reportable event as outlined in Section 872 of Public Law 110-417 (41 U.S.C. 2313) as set forth in Exhibit 2 attached or, for any reason, becomes disqualified from conducting business in the State of Ohio, or becomes debarred from doing business with the State of Ohio, Cooperator will immediately notify the Division in writing and will immediately cease performance of the Work. Failure to provide such notice in a timely fashion as required by the Federal funding authority shall void this agreement and may be sufficient cause for the State or the Federal funding agency to debar the Cooperator from future State contracting opportunities as may be permitted by state or federal law, guidance for which is provided at 2 CFR Sections 180 and 200.212. Cooperator represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or R.C. 125.25.

12. The Cooperator affirms that it has all of the approvals, certifications, licenses or other qualifications to conduct business in Ohio and all are current. If for any reason Cooperator becomes disqualified from conducting business in Ohio during the term of this Agreement, Cooperator shall both immediately notify the Division in writing and cease performance of work.

13. The Cooperator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, military status, disability, national origin, or ancestry. The Cooperator shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, age, military status, disability, national origin or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Cooperator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division setting forth the provisions of this nondiscrimination clause.

14. This program receives Federal financial assistance from the U.S. Fish and Wildlife Service. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the U.S. Department of the Interior and its bureaus prohibit discrimination on the bases of race, color, national origin, disability, age or sex (in educational programs). If you believe that you have been discriminated against in any program, activity, or facility, or if you desire further information, please write to:

    The U. S. Fish and Wildlife Service
    Office for Diversity and Civil Rights Programs-External Programs
    4040 N. Fairfax Drive, Suite 130
    Arlington, VA 22203

15. The Cooperator affirmatively represents and warrants to the Division that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Cooperator agrees that if this representation or warranty is deemed to be false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the Division hereunder immediately shall be repaid to the Division, or an action for recovery immediately may be commenced by the Division for recovery of said funds.

16. The Cooperator affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of $1,000.00 to the Governor or to his campaign committees.

17. The Cooperator agrees to comply with all applicable state and federal drug-free workplace laws. The Cooperator shall make a good faith effort to ensure that all program participants will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while under the Cooperator's supervision during its training programs. The Cooperator further agrees to provide smoke-free classrooms for all participants.

18. The Cooperator by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Cooperator understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

19. The Cooperator affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this

Agreement outside of the United States. The Executive Order is available at the following website:

The Cooperator also affirms, understands, and agrees to immediately notify the Division of any change or shift in the location(s) of services performed by the Cooperator or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

A. Termination, Sanction, Damages

If the Cooperator or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The Division is not obligated to pay and shall not pay for such services. If Cooperator or any of its subcontractors perform any such services, Cooperator shall immediately return to the Division all funds paid for those services. The Division may also recover from the Cooperator all costs associated with any corrective action the Division may undertake, including but not limited to an audit or a risk analysis, as a result of the Cooperator performing services outside the United States.

The Division may, at any time after the breach, terminate the Agreement, upon written notice to the Cooperator. The Division may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the Division determines that actual and direct damages are uncertain or difficult to ascertain, the Division in its sole discretion may recover a payment of liquidated damages in the amount of 100% of the value of the Agreement.

The Division, in its sole discretion, may provide written notice to Cooperator of a breach and permit the Cooperator to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the Division may buy substitute services from a third party and recover from the Cooperator any costs associated with acquiring those substitute services.

Notwithstanding the Division permitting a period of time to cure the breach or the Cooperator's cure of the breach, the Division does not waive any of its rights and remedies provided the Division in this Agreement, including but not limited to recovery of funds paid for services the Cooperator performed outside of the United States, costs associated with corrective action, or liquidated damages.

B. Assignment/Delegation

The Cooperator will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Division. Any assignment or delegation not consented to may be deemed void by the Division.

20. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This Agreement may be executed and delivered by electronically in Microsoft Word or PDF format.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date(s) written herein below.

COOPERATOR

Signature of Authorized Officer

Chris Abbuhl
Printed Name

Commissioner
Title

Tuscarawas County
Organization Name

5/4/2017
Date

Federal Tax ID Number

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE

Raymond W. Petering, Chief
Division of Wildlife
As Designee For:
James Zehringer, Director
Ohio Department of Natural Resources

Date

Approved as to form:

Assistant Prosecuting Attorney

VOTE:

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

RESOLUTION (416-2017) RESOLUTION AMENDING RESOLUTION 347-2017 – SANDYVILLE/EAST SPARTA PROJECT COST IMPROVEMENT

It was moved by Commissioner Sciarretti, seconded by Commissioner Metzger, to approve the resolution for amending Resolution 347-2017 due to project cost improvements and deducts.

A RESOLUTION AMENDING RESOLUTION 347-2017 AND CONDITIONALLY AUTHORIZING THE CONSTRUCTION CONTRACT FOR THE SANDYVILLE/EAST SPARTA WWTP IMPROVEMENT PROJECT BASED UPON THE TOTAL BID PRICE LESS SELECTED DEDUCT ALTERNATES AND NON-PERFORM UNIT PRICE ITEMS

Resolution Number 416-2017

WHEREAS, the Board of Commissioners, Tuscarawas County, Ohio ("Board") received, opened and publicly read aloud written contractor bids for the completion of the Sandyville/East Sparta WWTP Improvement Project ("Project") on April 10, 2017; and

WHEREAS, Stanley Miller Construction Company was determined to be the lowest and best bidder; and

WHEREAS, the Board authorized Resolution 347-2017, stating its desire to award the construction contract subject to final approval of funding; and

WHEREAS, upon further evaluation of the bid, the Board desires to amend the intent to award to include the following deduct alternates:

Alternate F — Elimination of the installation of new RAS/WAS pumps to include non-performance of existing pump/base removal; installation of new pump/base as shown on sheets 26 and 27 of the Civil Drawings and associated electrical work as shown on sheet E7 of the Electrical Drawings. The total deduct amount of this alternate is $22,405.00

Alternate I — Elimination of a CCTV system in the headworks building and the press building as shown on sheet E2 of the Electrical Drawings. This deduct excludes the conduit runs shown on the Electrical Drawings, which shall be extended into each building and stubbed and capped a minimum of 12 inches above finish floor elevation of each building. The total deduct amount of this alternate is $24,200.00

WHEREAS, upon further evaluation of the bid, the Board desires to further amend the intent to award to include the non-performance of the following Unit Price Items:

Item #4 — Remove and Dispose of Off-Site Aeration Tank Sludge. The estimated quantity of wet sludge to be disposed of is 68,950 gallons with a unit price of $0.55 per gallon with a total bid price of $37,922.50. This work is not essential for the completion of the project.

Item #5 — Remove and Dispose of Off-Site Sludge Holding Tank Sludge. The estimated quantity of wet sludge to be disposed of is 38,776 gallons with a unit price of $0.55 per gallon with a total bid price of $21,326.80. This work is not essential for the completion of the project.

WHEREAS, the Board desires to award the contract based upon the Total Bid Price of $2,223,908.30 less Alternate F, Alternate I, Unit Price Item #4 and Unit Price Item #5, which results in a total bid award amount of $2,118,054.00.

WHEREAS, the Board desires to award the construction contract subject to final approval of funding through the Ohio EPA's Water Pollution Control Loan Fund; and

WHEREAS, all actions and deliberations of the Board were conducted in meetings open to the public in compliance with all applicable legal requirements including Section 121.22 of the Ohio Revised Code.

NOW, THEREFORE BE IT RESOLVED:

1. That, Stanley Miller Construction Company has provided the lowest and best written construction bid in the amount of $2,223,908.30 and that the Board has elected to choose Deduct Alternate F and Deduct Alternate I and has elected to non-perform Unit Price Items #4 and #5 resulting in a total bid award amount of $2,118,054.00.
2. That, Stanley Miller Construction Company is conditionally awarded the Construction contract at its bid price less selected deduct alternates and non-performed unit price items stated above, subject to final approval of funding through Ohio EPA's Water Pollution Control Loan Fund in accordance with the terms of the Loan application by Board.
3. That, the foregoing Resolution was adopted and all actions and deliberations of the Board were properly conducted in meetings open to the public in compliance with all applicable legal requirements including Section 122.22 of the Ohio Revised Code.

Adopted by the Board of Commissioners of Tuscarawas County, Ohio, this 3rd day of May, 2017.

Roll Call Vote:

Chris Abbuhl — Yea/Nay

Kerry Metzger — Yea/Nay

Joe Sciarretti — Yea/Nay

Attest:

Adam Stilgenbauer, Clerk

Approved as to Form:

D. Brad Zimmerman
Special Counsel to the
Tuscarawas County Metropolitan Sewer District

ROLL CALL VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Joe Sciarretti, yes;

RESOLUTION (417-2017) PAY BILLS

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

Auditor		
Treasurer State of OH	GAAP Conversion	4,220.00
Child Support		
Graphic Enterprises	Copier Maintenance	97.53
Jay Gossett	Travel	93.50
Total First Aid	Supplies	74.75
Blasenhauer Plumbing	HVAC Maintenance	94.00
Frontier	Fax Service	51.80
MNJ Technologies	Software License	72.00
Dominion East Ohio Gas	Service	295.98
Clerk of Courts		
Jeanne Stephen	Travel	91.08
AT & T	Service	129.45
Commissioners		
Pipes Insurance	Insurance Services	5,000.00
Frontier	Service/216.010.9884.031475.5	69.70
Dominion East Ohio Gas	Service/JFS	423.97
Dominion East Ohio Gas	Service/107 EH	396.76
Dominion East Ohio Gas	Service/125 EH	310.14
US Bank Equipment Finance	Copier Lease	89.00
G & L Supply	Supplies	56.59
Harris Battery	Supplies	331.21
Joe Sciarretti	Travel	130.18
Martin's Mobile Glass	Windshield Replacement/Sheriff	252.69
Fenton Brothers	Supplies	90.60
Wood Electric	Dedicated Outlet/Breakroom	897.00
BA Widder Architectural Services	Services/Health Dept Roof Legal Ad	400.20
Community & Economic Development		
Quill Corp	Supplies	24.98
Coroner		
Axis Forensic Toxicology	Toxicology	635.00
Smith Ambulance	Body Removal	171.00
Catherine Clarke	Travel	247.74
Dog Pound		
Verizon Wireless	Service	101.30
Scott's Lawn Care	Mowing Services	125.01
American Electric Power	Electric	402.79
Engineer		
Asphalt Materials	Permacoat for Cold Mix	105,963.90
Pipelines Inc	Pipe per quote	42,585.00
Human Resources		
Harris Computer Systems	Support	17.00
Harris Computer Systems	Support	22.00
Information Technology		
Provantage	Supplies	78.97
Job & Family Services		
Nicole Irwin	Independent Living Expense	100.00
Brain Balance Centers of OH	PASSS	1,898.33
Insight Vision Care	PASSS	1,521.35
Society for Equal Access	Transportation	93,679.90
Trudy Lewis	Travel	189.84
Elizabeth Benedetto	Travel	169.74
Jaime Grunder	Travel	356.32

Laura Burton	Travel	555.60
Beverly Gerber	Travel	180.69
Robb Rectanus	Travel	597.36
Lavella Incarnato	Client Bank Statements Reimbursement	73.00
Lenore Cardani	Travel	107.27
Graphic Enterprises	Copier Contract Services	624.20
Amazon	Printer Cables	18.24
Juvenile/Probate		
Sherwin Williams	Paint	1.03
Sherwin Williams	Paint	53.81
Karen Dummermuth	Guardian Fees/Guardianship Case	1,254.19
Law Library		
Ohio State Bar Association	Books	1,500.00
Kathy Moreland Fell	Travel	233.29
Tusc Co Clerk of Courts	Notary Fees	21.00
Prosecutor		
Robert Urban	Travel	170.74
Robert Stephenson	Travel	210.05
Ryan Styer	Travel	146.43
Public Defender		
Quickprint Center	Supplies	265.00
Veterans		
Tyler Moving & Storage	Storage COW	174.00
Action Now Pest Control	Pest Control	45.00
Finishing Touch Carpet Cleaning	Office Cleaning	468.00
Time Warner Cable	Cable Service	212.56
OH Assoc/Co Veteran Service Comm	Membership	150.00
Miceli Glass	Office Door Replacement Glass	129.88
Verizon Wireless	Cell Phone Service/Transportation	114.74

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

RESOLUTION (418-2017) EXECUTIVE SESSION – PENDING LITIGATION

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to move into Executive Session at 3:18 p.m. for the purpose of pending litigation.

Those present for the Executive Session were:
Chris Abbuhl – Commissioner
Kerry Metzger – Commissioner
Joe Sciarretti – Commissioner
Robert Stephenson – Assistant Prosecutor
Joe Bachman – County Engineer

ROLL CALL VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Joe Sciarretti, yes;

Commissioner Abbuhl called the meeting out of Executive Session and into Regular Session at 3:40 p.m. for the purpose of the Health Department Roof Replacement Bid Openings.

Discussion: A discussion explaining the roof replacement project took place after the Executive Session. It was stated by Bruce Widder, Project Architect, the roof had long outlasted its lifespan and needed to be replaced. Mr. Widder also explained the types of roofs being received were Conklin roofing and Johns Manville PVC roofing. A 20 year warranty for supplies and labor was required, and any roofing material be previously approved by Mr. Widder.

RESOLUTION (419-2017) HEALTH DEPARTMENT ROOF REPLACEMENT – BID ADVISEMENT

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to take the bids for the Health Department Roof Replacement Project under advisement.

BID TABULATION FORM - B. A. Widder Architectural Services
Project: Tuscarawas County Health Department Roof Replacement
Date: Wednesday, May 3, 2017 at 3:30 p.m.

NAME	BASE BID	UNIT PRICE PER SQ. FT. (REPLACE WET INSULATION)	BID BOND
GENERAL CONTRACTORS			
DJS Maintenance & Construction Co., Inc.	147,980	9.25	✓
M.E.B. Systems Inc.	136,130	2.50	10%
Hicks Industrial Roofing, Inc.	$132,440	$ 3.65	✓
Triad Roofing & Services, LLC	$132,987.65; 124,998.05	$1.25, $1.25	/

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

NO OTHER BUSINESS COMING BEFORE THE BOARD.

RESOLUTION (420-2017) ADJOURN

It was moved by Commissioner Metzger, seconded by Commissioner Sciarretti, to adjourn at. 3:58 p.m. to meet in Regular Session, Monday, the 8th day of May, 2017.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
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.

Chris Abbuhl

Kerry Metzger

Joe Sciarretti

Attest: _____
Clerk