

January 26, 2022

Agenda

Lord's Prayer
Pledge of Allegiance

1:05 p.m. David Haverfield, Director - JFS – 2 New Hires
1:15 p.m. Emily Hiner, Prevention Educator - Tuscarawas Community Green Dot Update –
1:30 p.m. CEO Dwayne Richardson & Rachel Maxwell, Group Manager - Trinity Twin City Hospital
1:45 p.m. Michael Jones, Sanitary Engineer - Water & Sewer – Various Projects

Remove from Table – Minutes from 1-19-22 Meeting
Approve Minutes – 1-19-22
Approve Minutes

Approve Before/After Expenditures

Approve Supplemental Appropriation (1)

Approver Inter-Fund Transfer

Approve Prisoner Agreement – Village of Dennison

Approve Revenue Loss- ARPA Funds

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, WEDNESDAY, THE 26TH DAY OF JANUARY, 2022 WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl
Kerry Metzger
Al Landis

Commissioner Chris Abbuhl Presiding.

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

RESOLUTION (67-2022) REMOVE FROM TABLE – APPROVING MINUTES FROM 1-19-22 TUSCARAWAS COUNTY COMMISSIONER REGULAR SESSION MEETING

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to remove from the table the approving of the Minutes from January 19, 2022, now that amendments have been made to the language.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: *Commissioner Abbuhl explained there was one sentence in the discussion for the Sheriff's Office that was re-written. The sentence was read aloud to have the change on record, "Most people only get to see the elected official out front, not the support staff that makes a 100% compliance possible". Everything else in the minutes from January 19, 2022 has remained the same.*

RESOLUTION (68-2022) APPROVE MINUTES

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the minutes from the January 19, 2022 meeting as written.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (69-2022) APPROVE MINUTES

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

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: David Haverfield, Director of Job & Family Services (JFS) presented two resolutions for the hiring of personnel in the JFS Office. Mr. Haverfield asked the board to approve the resolution for Montana Orvisky to join the office.

RESOLUTION (70-2022) PERSONNEL ACTION – JFS (Orvisky)

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the personnel action hiring of Montana Orvisky as an Income Maintenance Worker 3 at Tuscarawas County Job & Family Services as recommended by David Haverfield, Director. Montana Orvisky would replace Tammy Cairns, effective January 31, 2022. Mr. Haverfield has concluded an independent assessment to determine that this applicant meets the minimum qualifications for this position

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: David Haverfield, Director of JFS stated Ms. Uebel is a 25-year employee of Child Support Enforcement Agency and very qualified for this position

RESOLUTION (71-2022) PERSONNEL ACTION – JFS (Uebel)

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the personnel action hiring of Melissa Uebel as an Income Maintenance Worker 3 at Tuscarawas County Job & Family Services as recommended by David Haverfield, Director. Melissa Uebel would replace Lisa Lippencott, effective January 31, 2022. Mr. Haverfield has concluded an independent assessment to determine that this applicant meets the minimum qualifications for this position

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (72-2022) BEFORE/AFTER EXPENDITURES

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

VENDOR	OFFICE	AMOUNT
Triad Deaf services, Inc	Job & Family Services	\$386.00
Axis Forensic Toxicology, Inc	Coroner	\$353.00
Cuyahoga Co. Medical Examiner	Coroner	\$1,475.00
Smith Ambulance Service, Inc	Coroner	\$682.75
Smith Ambulance Service, Inc	Coroner	\$3,277.25
Smith Livery Service	Coroner	\$3,047.00
Commissioners	Clerk of Courts	\$1,937.49
Chris Edwards	Sheriff's Office	\$393.32
American Electric Power	Job & Family Services	\$421.84
J and M Mentoring	Job & Family Services	\$351.75
Goodwill Industries of Greater Cleveland	Job & Family Services	\$5,157.00
M n M Visitation Services, LLC	Job & Family Services	\$825.00
OCCRA	Job & Family Services	\$2,080.00
Commissioners	Clerk of Courts	\$379.98

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (73-2022) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	A018-A00	A014-C01	\$4,140.00	2021 real estate taxes for 203 Fair Avenue that was purchased in May 2021

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (74-2022) INTER-FUND TRANSFER/ADVANCE

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

Tusc. Co. Treasurer From Co. General to Public Assistance Fund \$17,723.83

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (75-2022) PRISONER AGREEMENTS – VILLAGE OF DENNISON

It was moved by Commissioner Landis, seconded by Commissioner Metzger, to approve the prisoner agreement with the following entities for prisoner care at Seventy Dollars (\$70.00) per day as recommended by Sheriff Campbell:

- Village of Dennison

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (76-2022) REVENUE LOSS – ARPA FUNDS

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

WHEREAS, the "American Rescue Plan Act of 2021" (ARP), H.R. 1319, Public Law 117-2, was signed into law by the President of the United States on March 11, 2021; and

WHEREAS, Section 603(b)(3) of ARP sets aside a sum of funds available to Counties for use in accordance with its provisions referred to as the "Coronavirus Local Fiscal Recovery Fund" (CLFRF); and

WHEREAS, Section 603(c)(1)(C) of ARP allows use of such funds "for the provision of government services to the extent of the reduction in revenue of such *** county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the *** or county prior to the emergency"; and

WHEREAS, the US Treasury has adopted various rules attached to the use of these funds, having issued a Final Rule on January 6, 2022; and

WHEREAS, Section 35.6(d) of the Final Rule provides for the use of a "standard allowance" or for the use of calculation formula by which an entity may determine the amount of "revenue loss" pursuant to Section 603(c)(1)(C) of ARP, but provides that recipients "must make a one-time election" between those options; and

WHEREAS, the election provided for under Section 35.6(d)(1) of the Final Rule allowing a recipient to take up to \$10,000,000 as a standard allowance provides the County with more certainty as to exactly how much "revenue loss" funds may be used to provide for "the provision of government services" over the multi-year performance period allowed for use of ARP funds;

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

That we do hereby elect, under Section 35.6(d)(1) of the Final Rule, to take up to \$10,000,000 as a "standard allowance" for the "provision of government services";

BE IT FURTHER RESOLVED that use of this standard allowance may be for the direct providing of government services, or they may be used as a secondary/additional legal justification or support for an ARP funded project/purchase in the event such a project was later deemed not to be otherwise appropriate for funding use under Section 603(c)(1)(A)(B) or (D) of the ARP

***For the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency.

Discussion: *Commissioner Landis stated it is very important to the county that this resolution take place, as it is going to give us so much flexibility in how we use the ARP funds. Mr. Landis did ask if there was going to be some kind of referral to the asterisks in the body of the resolution. Commissioner Abbuhl stated there is going to be a footnote added to the resolution with an explanation.*

Commissioner Metzger wanted to give a big thank you to the Auditor, Larry Lindberg. Ever since the interim final rule came out, we have been looking at utilizing the county loss revenue. If you use the county loss revenue, as Mr. Landis said, there is more flexibility on what you can do with projects without necessarily the rules and regulations of the ARPA fund applying. Mr. Metzger is very happy that the county got the \$10 million. As of right now, the county has \$18.8. The commissioners have already designated \$3.6 for the Water and Sewer Department. This will put the Water and Sewer Department about 7 years ahead and able to finish up 13 projects.

Commissioner Abbuhl added this money is not general fund money, it is still ARPA funds which can be used as a type of general fund dollars. One thing the Commissioners focused on was longevity of the projects and using the money very wisely. This is one-time money.

Commissioner Landis stated everyone was looking for black and white answers to use this one-time money correctly and there was more grey area than black and white. Questions that could not be answered. It has taken months to sort through all of the rules. With this resolution, a lot of the grey area has been cleared up. This is the black and white we have been looking for.

ROLL CALL VOTE:

Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: *Emily Hiner, Prevention Educator and Melanie Anderson, Victim Advocate Supervisor from COMPASS Rape Crisis Center were here representing Tuscarawas County Green Dot. Ms. Anderson stated she was here to give an overview about Green Dot. Green Dot is Metaphor Driven Evidence Based Community Cultural Change Program. It is designed to reduce violence and unwelcoming behaviors. The ultimate goal of Community Green Dot is to create a community where violence is not tolerated and also the understanding that everyone plays a part in creating a cultural respect.*

When talking about Green Dot, imagine a map with all of the red dots on it like you see on TV. Our goal at Green Dot is to replace all of those red dots of violence with green dots. Some acts of violence Green Dot is trying to prevent or have people be able to intervene are human trafficking, stalking, sexual assault, domestic violence, bullying, and work place harassment. With the workplace policy that has been written, people learn to see the red dots behaviors, they are not afraid to point them out, but feel supported in doing so.

Ms. Hiner specified the point of the coalition and this policy is not just to fill the map with green dots, but to do away with the red dot for good. With this policy, it sets up "best practices" to go by in the workplace. Giving employees Bystander Intervention Training as a way to intervene in a safe and appropriate way. Not just initial training, but ongoing training to keep it fresh in everyone's mind. The hope is the employees will take what they learned in these trainings out into the real world as well.

Green dot is hoping to go to different businesses and organizations in the community and introducing their training programs. Commissioner Abbuhl and Commissioner Metzger gave some examples of organizations Green Dot might want to contact about the Green Dot Program. Commissioner Landis asked if there was any type of awareness program like this for the schools? Ms. Anderson stated at COMPASS there are Prevention Educators that go into the schools, K-12, and even onto the college

campuses. Generally it is middle and high school students. It is a week-long curriculum and the Bystander Intervention is incorporated into this curriculum, it is mainly about healthy relationships and preventative measures. Green Dot is evidence based, communities that have used this approach have seen decreases in violence. COMPASS is also working on a workplace Green Dot program. Commissioner Metzger thinks the HR Department should look into and see about implementing this type of program. Mr. Metzger was very happy to hear COMPASS goes into the schools to promote these programs. Mr. Landis would like to attend a Green Dot learning session.

Discussion: Dwayne Richardson, CEO, Trinity Twin City Hospital and Rachel Maxwell, Senior Practice Manager. Mr. Richardson is from Philadelphia, PA. He has been in Ohio for 10 months, and at Trinity Health System for that time. Mr. Richardson is the current President of Twin City Medical Center and also in charge of Regional Operations for Trinity Health System. Mr. Richardson is a registered radiology technologist, registered nurse for 33 years and a Cath Lab nurse. Mr. Richardson has been all over the place from Philadelphia to California and everywhere in between working or running hospitals. There is a lot of opportunity for growth in Tuscarawas County. Mr. Richardson stated when he talks to people, many of them do not even know Trinity Twin City Hospital exists. They think Tuscarawas County only has one hospital. His goal is to show people there is other health care in the area for them to choose from. Twin City Medical Center is a critical access hospital, which means it is a safety net hospital. The hospital is there to help everyone from babies to seniors. Everything is treated from surgeries to GYN to podiatry to all of the basics.

There are billboards advertising the hospital with the mantra of "Hello Human Kindness". The medical group wants everyone to feel like family when they walk through the doors. A kinder, gentler organization. When the employees see you, they will make eye contact at 10 feet and speak to you at 5 feet. This practice did not have to be implemented, it just came natural to the employees.

The hospital was built in 1912 as a solo hospital. A lot of community members of that time pooled together funds to build the hospital. It was a full acute care facility. Eventually the Sisters of Sylvania bought the hospital who then partnered with Catholic Health Initiatives (CHI). When CHI combined with Dignity Health, this became the largest non-profit organization in the U.S. The hospital is now under Common Spirit. The local branch is Trinity Health System.

Since March of 2020, there have been a lot of changes from promotions to building new service lines. Ophthalmology is one of the newest service lines. Getting any type of eye care from surgery to glasses here in Tuscarawas county is the pinnacle premier service goal of Trinity Health System. The hospital is enhancing their general surgery lines, and adding podiatry care, they are looking into pain medicine and also sports medicine. Trinity Health System is also looking at growing their cardiac line of service. In the Steubenville, Mr. Richardson has started and launched the Heart Program with new doctors and even fixing your aortic valve through your groin instead of cracking open your chest! Did you know, there is nowhere to be treated for a heart attack in Tuscarawas County? You have to be relocated to another hospital and county. A new full-time cardiologist has been hired at Trinity Health System and will be opening up her practice soon.

The hospital has won some major awards; Mrs. Maxwell has one of the Physicians of the year, a pediatrician, Dr. Andrew Newburn, who was voted Best of the Best. The hospital was also voted Best of the Best Hospital. Most recently, the hospital was voted Business of the Year by the Chamber of Commerce of Tuscarawas County for large facility. Once COVID 19 is gone, the hospital hopes to move forward with some of the programs that have had to be put on hold to focus on the pandemic.

Mrs. Maxwell stated the doctor's group has expanded from the top of Tuscarawas County in Dover to the bottom of Tuscarawas County in Newcomerstown. We have primary care, specialty care, podiatrist services, cardiologist, general surgery, GYN and primary services. A new service coming is telemedicine. The pandemic has changed the atmosphere for telemedicine from what used to be office to office and now office to patient's home. There are a lot of services in Steubenville that a patient can get and not have to travel. One of the big struggles in our community is travel. Means of travel is hard to come by for some patients. Another way to see a medical provider in Steubenville is to go Trinity and visit with the doctor in Steubenville by telemedicine if you do not have a way to do this from your home.

Commissioner Abbuhl added the county has utilized Trinity Healthcare here in this building for our health fairs. Kris Lowdermilk, HR Manager, has organized this for us for the last couple of years. It has worked out very well. Commissioner Landis would like to take a tour of the facility at a later date. Commissioner Metzger is excited about some of the initiatives Trinity has. Mr. Metzger did not realize that cardio care was not available here. Trinity Healthcare has always had a big advocate in the Commissioner's Office. Mr. Metzger stated there was a time that our health insurance would not cover Trinity Hospital. Mr. Abbuhl played a big role in getting this changed for county employees. Commissioner Abbuhl is a gem of an advocate for Trinity Healthcare. Thank you for coming and educating us. We are excited for all of the new changes.

Commissioner Abbuhl stated the commissioners have a great working relationship with our state and federal representatives. We can advocate in that manner as well. Mr. Richardson advised he is an advocate for public policy as well. He was just appointed to the American Hospital Association (AHA), he will be representing Region 5, which includes five states and Ohio is one of them.

Discussion: *Mike Jones, Sanitary Engineer, was present to talk about several resolutions he had before the board. The first one is a project that already has OPWC funding. This was a project that was intended to be started last year, but other projects came up and this was put on a back burner. This project is going to replace the oldest pump station in the county system. This is a fairly unsafe station to operate and maintain right now. The new station will improve employee safety. With this same project it has been discovered that 4 or 5 homes are tied into the storm system instead of the sewer system and this will be fixed as well.*

RESOLUTION (77-2022) AUTHORIZE AGREEMENT – DIVERSIFIED ENGINEERING, INC – MINERAL CITY – SOUTH HIGH STREET SEWER REPLACEMENT PROJECT (PROJECT ID #MC-20-01)

It was moved by Commissioner Metzger, seconded by Commissioner Landis, to authorize an agreement with Diversified Engineering, Inc. (“Consultant”) for engineering services related to the design of the Mineral City – south High Street Sewer Replacement Project (Project ID MC#-20-01) for the lump sum amount of \$19,000.00 and to authorize the execution of said agreement.

This resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, special Counsel.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: *Mike Jones, Sanitary Engineer stated the existing jet/vac truck is over 20 years old. It is critical to replace this truck. The Water & Sewer Department looked at four different manufacturers and had on site demonstrations. All of the vehicles are based on state-term pricing as far as a cost basis. Mr. Jones is recommending a vehicle that is manufactured by Sewer Equipment Company of America and it is roughly \$448,000 and the company offered \$60,000 for trade in of the old truck. The purchase will be financed through Ohio Water Development Authority (OWDA) with a ten-year loan.*

RESOLUTION (78-2022) – APPROVE PURCHASE - SEWER COMBINATION JET/VACUUM TRUCK - AUTHORIZING THE PRESIDENT OF THE BOARD OF COMMISSIONERS, TUSCARAWAS COUNTY, OHIO TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR PURCHASE OF SAID TRUCK BETWEEN TUSCARAWAS COUNTY, OHIO AND THE OHIO WATER DEVELOPMENT AUTHORITY.

It was moved by Commissioner Landis, and seconded by Commissioner Metzger, to approve the following resolution:

WHEREAS, Tuscarawas County (hereinafter referred to as the “LGA”) intends to utilize a state term purchasing agreement to purchase a sewer combination jet/vacuum truck (“Truck”) manufactured by Sewer Equipment Company of America and supplied by Brown Equipment Company; and

WHEREAS, the Tuscarawas County Sanitary Engineer conducted a comprehensive, competitive evaluation of four separate manufacturers’ equipment, with such evaluation including an on-site demonstration performance and vehicle walk-through, comparative analysis of features and manufacturer’s warranty terms, and the proposed trade-in offer for the LGA’s existing Truck; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the procurement on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

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

Section 1. That the LGA hereby approves the purchase of the aforesaid Truck from Brown Equipment Company in cooperation with the OWDA under the provisions, terms and conditions set forth in the “Cooperative Agreement for State Construction Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the Chief Executive Officer and the Chief Fiscal Officer of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution/ordinance were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in

meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

This Resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.

SEWER COMBINATION JET/VACUUM MACHINE - EQUIPMENT EVALUATION					
Manufacturer	Vacall	Gapfax	Sewer Equipment Co. of America	Vactor	
Sales Representative	Southwestern Equipment Co.	Mitch	Brown Equipment Co.	Jack Doherty	
State Term Schedule Pr. cong	Yes	Yes	Yes	Yes	
Manufacturer's - Years in Business	Gradall - 76 yrs / Vacall 70 yrs	32 yrs	81 yrs	52 yrs	
Years Manufacturing Vac Trucks	66 Gradall - 15 yrs	32 yrs vac / 19 yrs combo	61 yrs vac / 1 yrs combo	52 yrs	
Sales/Service - Years in Business	65 yrs	46 yrs	53 yrs nationwide / 3 yrs Ohio	47 nationwide / 26 Ohio	
Service - Location	North Canton, OH	On-Site within 2 days / Cleveland, OH	On-Site/No Ohio Facilities	Tamming, OH	
References	New Phila / Dover / Canton	Conneaut / NCRISD / Cuyahoga Co	Springfield / Knox Co / Greencastle, IN	Stark Co / Wooster / Fairborn	
How many trucks	1 / 1 / 4	2 / 1 / 2	1 / 1 / 1	3 / 1 / 1	
How many years	7+ / 7 / 8 / 16	10 & 5 / 5 / 1	1 / 1 / 1	3 / 3 / 3	
Would you purchase again	Yes / Yes / Yes	Yes / Yes / Yes	Yes / Yes / Yes	Yes / Not Sure / Yes	
Would you recommend	Yes / Yes / Yes	Yes / Yes / Yes	Yes / Yes / Yes	Yes / Not Sure / Yes	
Overall Rating	A	A+	A	B	
Technical Specification Comparison					
Warranty - Entire Unit	Entire Unit - 1 year	Entire Unit - 1 year	Entire Unit - 1 year	Entire Unit - 1 year	
Water Pump	Water Tank - 1 year	Water Tank - 10 year	Water Tank - 10 year	Water Tank - 10 year	
Blower	Debris Tank - 5 year	Debris Tank - 5 year	Debris Tank - 5 year	Debris Tank - 5 year	
Chassis	Water pump - 5 yr (upgrade)	Water pump - 1 year	Water pump - 1 year	Water pump - 2 year	
Debris Tank Size	Blower - 5 yr (upgr 426)	Blower - 1 year	Blower - 1 year	Blower - 1 year	
Water Tank Size	85 GPM @ 2500 PSI	80 GPM @ 2500 PSI	80 GPM @ 2500 PSI	80 GPM @ 2500 PSI	
Hose Reel	PD - 500 CFM/18" HG	PD - 350 CFM/18" HG	PD - 400 CFM/18" HG	PD - 400 CFM/18" HG	
Quoted Price (STS Schedule)	Freightliner - 450 HP - 66,000 GVW, Auto	Western Star - 350 HP - 62,000 lb GVW - Auto	Freightliner - 370 HP - 60,000 GVW	Freightliner - 370 HP - 60,000 GVW	
Proposed Trade in (Exist Vactor)	12 CV	10 CV	12 CV	15 CV	
Ease of Maintenance (x1)	1500 gallons	1500 gallons	1300 gallons	1500 gallons	
Safety Features (x2)	800 x 11" capacity	800 x 11" capacity	800 x 11" capacity	600 x 11"	
Ease of Operation (x3)	State Term Pricing	State Term Pricing	State Term Pricing	State Term Pricing	
Field Test Performance (x2)	\$23,500.00	\$40,000.00	\$40,000.00	\$10,000.00	
Reference Checks (x1)	4	5	5	3	
Overall Build Spec (x2)	6	7	8	8	
Warranty (x1)	3	4	5	4	
Overall Score (Perfect = 50)	36	42	45	41	

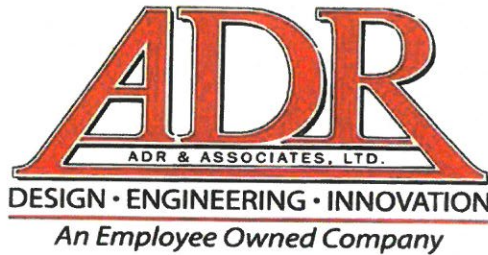
VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: *Mike Jones, Sanitary Engineer, stated the treatment plant that is currently in place, is able to meet water quality standards and drinking water standards, but it is not a very efficient operation because the raw iron levels in the water are so high that the filters in the plant really can't handle the loading. As a result, the filters have to be back-washed about every two hours. Therefore, the majority of the water produced is actually used to back wash the filters and is basically wasted. The Water & Sewer Department is proposing to put in a pre-treatment system to lower the iron levels down to a level that the filters can more reasonably treat. With the pre-treatment system, the back-wash of filters will go from every two hours to twelve hours.*

RESOLUTION (79-2022) PROPOSAL - ADR & ASSOCIATES, LTD - PROFESSIONAL DESIGN SERVICES - DUNDEE WATER TREATMENT PLANT

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to approve a proposal with ADR & Associates, Ltd. for engineering services in connection with the Dundee Water Treatment Plant – Iron Pre-Treatment Project (Project ID #DD-22-01) and authorizing the President and/or Vice-President of the Board of Commissioners, Tuscarawas County, Ohio to execute said agreement.

This resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.

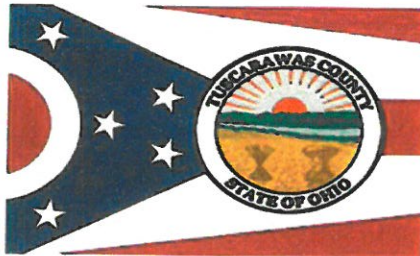


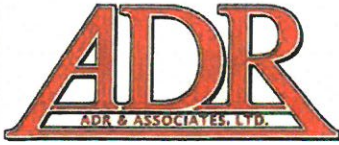
**Engineering & Surveying Proposal
January 13, 2022**

**2022 Dundee Water Treatment Plant
Improvements Project**

Presented To:

Tuscarawas County MSD





ADR & Associates, Ltd.
88 West Church St.
Newark, Ohio 43055
740-345-1921
Fax 740-345-4994

Clientcentric Consulting
Design . Engineering . Innovation

January 13, 2022

Mr. Chris Abbuhl, Board President
Tuscarawas County Commissioners
125 East High Avenue
New Philadelphia, Ohio 44663
Attn: Mike Jones, PE, County Sanitary Engineer

RE: Tuscarawas County MSD—Water Treatment Plant Improvements Project

Dear Mike,

Thank you for the opportunity to submit the enclosed consulting proposal. ADR & Associates looks forward to working with the County Sewer District.

Please sign and return the enclosed contract. We will keep the original in our files and return to you a fully executed copy.

If you have any questions at all, please do not hesitate to contact us at 740-345-1921

Sincerely,

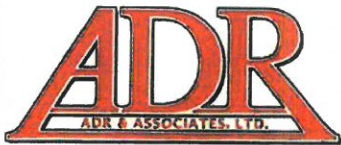


Douglas Mill
CEO



Jeffery P. Carr
Director of Municipal Engineering

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**Tuscarawas County MSD
Dundee Water Plant Improvement Project**

Scope of Services & Price Proposal

Project Name:

Tuscarawas County MSD–Dundee Water Plant Improvements Project

Overall Project Purpose:

Design of a new induced-air aerator, high service pumps & controls, and generator upgrade for the Dundee Water Treatment Plant.

Scope of Services:

On November 16, 2021, ADR met with the County Sanitary Engineer to gather information on the scope of the proposed aerator and high service pumps. The following was outlined for the proposed project:

- ◆ Below ground tanks with above ground aerator
- ◆ 2 high service pumps and tank
- ◆ Electrical service and generator upgrades

Task 1 Project Site Location (Water Treatment Site and Watermain Replacement)

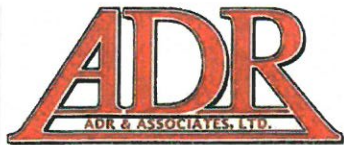
- ◆ ADR will provide the survey necessary for the following:
 - ◆ Base map creation from LIDAR in the project area.
 - ◆ Utilities – horizontally locate existing underground utilities within the project site as marked by call to OUPS and the owner. Show overhead lines between power poles as located in the field.
 - ◆ OUPS will be contacted and ticket information will be provided.
 - ◆ Horizontal location of existing surface features. (i.e. drives, fences, buildings, walks, etc.)

Task 2 Water Plant Improvements Design

- ◆ ADR will provide the following:
 - ◆ Detailed construction plans will include:
 - ◆ Title sheet
 - ◆ General notes, general summary and standard details
 - ◆ Site plan
 - ◆ Watermain relocation details
 - ◆ Aerator tank design
 - ◆ Inlet/outlet pipe design
 - ◆ Overflow piping design
 - ◆ Tank foundation details
 - ◆ Electric design for service, pumps, generator up sizing
 - ◆ Construction sediment and erosion control plan
 - ◆ Site restoration details
 - ◆ Project Meetings:
 - ◆ ADR has included three meetings with County staff to review design criteria, present preliminary and final designs

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**Tuscarawas County MSD
Dundee Water Plant Improvement Project**

- ◆ Prepare design, estimate and a bidding and construction schedule.
- ◆ Attend meetings as necessary with review agencies to discuss review comments.
- ◆ Prepare and submit application to the Ohio EPA for Permit to Install (PTI).
- ◆ Application/review fees are not included with this proposal.

Task 3 Watermain Replacement Project Design

- ◆ ADR will provide the following:
 - ◆ Detailed construction plans will include:
 - ◆ Watermain general notes, general summary and standard details
 - ◆ Watermain plan and profile
 - ◆ Connection details
 - ◆ Construction sediment and erosion control plan
 - ◆ Site restoration details
 - ◆ EPA permitting if necessary

Scope of Services	Design Fee
--------------------------	-------------------

Fixed Fee Estimates:

Task #1	Location Survey	(Fixed Fee)	\$ 4,500
Task #2	Aerator & Tank Design	(Fixed Fee)	\$ 36,640
Task #3	Watermain Replacement Design	(Fixed Fee)	\$ 4,200
Total Estimated Fixed Fee Cost			\$ 45,340

Total Design/Consulting Cost **\$ 45,340**

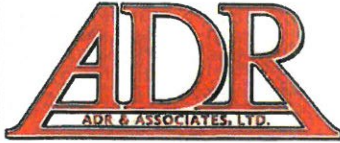
Items not included in this Proposal

The following items are additional services that have been provided for projects similar to yours. These items are considered beyond the scope of this proposal:

- ◆ Soil bores are not included but can be provided if the site conditions are determined it would be necessary.
- ◆ Application/Review Fees are not included, it is anticipated that the Owner will pay for these directly to the respective agency.
- ◆ Bidding and Construction administration and inspection can be provided when necessary under a separate contract.

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Tuscarawas County MSD
Dundee Water Plant Improvement Project

CLIENT:

Name Mr. Chris Abbuhl, Board President
Company Tuscarawas County Commissioners
Address 125 East High Avenue
New Philadelphia, Ohio 44663
City, State, Zip

Phone No. _____ Fax No. _____

BILLING INFORMATION:

Name Same As Above
Company _____
Address _____
City, State, Zip _____
Phone No. _____ Fax No. _____

TERMS & CONDITIONS: See Attached Exhibit A
Payment due upon receipt of invoices.

ADDITIONAL SERVICES INCLUDING, BUT NOT LIMITED TO, OUTSIDE CONSULTANTS, DELIVERY EXPENSES, REPRODUCTION, AND ANY REQUIRED OUT-OF-POCKET EXPENSES NOT OTHERWISE PROVIDED FOR PER ADR'S AGREEMENT WILL BE PAYABLE AT OUR COST PLUS 15%.

By signing this Agreement client agrees to Pricing, Schedule, Scope of Services and Terms and Conditions as referenced in "Exhibit A" attached hereto.

Commissioner Title Chris Abbuhl Client Signature 1-26-2022 Date

Office Use Only:

Clone ADR Job #: _____ Project Mgr. JPC
Cross Reference Job #: _____ Acc't Mgr. JPC
(new job # - old job#)

ADR PROJ NO.

22-__





Tuscarawas County MSD
Dundee Water Plant Improvement Project

ADDITIONAL TERMS

- ◆ The Owner shall sign the "Contract" as Authorization to Proceed (see attached)
- ◆ ADR's standard "Terms and Conditions" shall be considered a part of this proposal (see attached)
- ◆ Invoices will be sent every four (4) weeks based on work completed

REIMBURSABLES

- ◆ ADR will invoice the Owner for the following items, in addition to the original contract amount.
 - ◆ Application fees, review fees, or any other fees associated with this project
 - ◆ Reproduction costs and delivery charges
 - ◆ All direct costs will be invoiced at our cost + 15%

EXTRA WORK

- ◆ The following events are considered extra work:
 - ◆ Changes to the original scope of services
 - ◆ Additional work items, beyond the scope of the original contract

LIMITATIONS

- ◆ This proposal/contract will expire 120 calendar days from the date of this proposal, unless signed by the Owner and returned to ADR & Associates, Ltd. as authorization to proceed.
- ◆ ADR shall perform engineering and/or surveying work in accordance with this proposal.

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EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd

ARTICLE 1 - CONSULTANT SERVICES:

ADR will:

- 1.1 Perform for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 1.2 Provide only those Services requested by Client and as detailed in the Scope of Services.
- 1.3 Perform services on an agreed upon schedule subject to the timely receipt of information and approvals beyond ADR's control.
- 1.4 Treat only those documents marked confidential as confidential; otherwise, documents provided by Client to ADR can be exchanged with other parties if it is necessary to complete ADR's work.

ARTICLE 2 - CLIENTS' RESPONSIBILITIES:

Client or its authorized representative will:

- 2.1 Provide ADR full information regarding the proposed project, including location, zoning, previous submittals, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, and other information required for the proper performance of ADR.
- 2.2 Client agrees to indemnify and hold harmless ADR and ADR's independent associates from all claims, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, delays for which Client or third party is responsible.
- 2.3 Provide for ADR's right to enter the Project Site from time to time in order to fulfill the scope of services indicated hereunder.
- 2.4 Rely only on final hardcopy materials that bear ADR's original signature and seal. Documents that are stored and/or transmitted electronically may be inadvertently altered. Client acknowledges ADR's reports, plans, specifications, field data, field notes, and estimates, whether hardcopy or electronic, are instruments of professional service, not products. These documents are and shall remain the sole and exclusive property of ADR. Client agrees to indemnify and hold harmless ADR and ADR's independent associates from all claims, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, any reuse of these materials without written authorization of ADR. Said materials shall not be used by Client, or transferred to another party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by ADR without ADR's express written permission.
- 2.5 Provide ADR with all approvals and permits from all governmental authorities having jurisdiction over the Project.

ARTICLE 3 - GENERAL CONDITIONS:

- 3.1 ADR shall not be responsible for the acts or omissions of any other party or parties involved in the design of the Project or the failure of any contractor or subcontractor to construct any item on the Project in accordance with recommendations, whether written or oral, issued by ADR.
- 3.2 Unless expressly provided in the Contract Documents, and then only to the extent expressly defined, ADR shall not have control or charge of, specify or be responsible for bidding and/or construction procedures, manage or supervise bidding and/or construction, or implement or be responsible for health and safety procedures, precautions or programs. ADR's testing or observations of portions of the work of other parties on the Project shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable standards, plans, specifications and safety requirements.
- 3.3 This Agreement shall not create any rights or benefits to parties other than Client and ADR.
- 3.4 Services performed by ADR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. **NO OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DOCUMENT OR OTHERWISE.**

EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd

- 3.5 Client recognizes that local zoning laws, planning regulations, environmental rules and wetland regulations are subject to interpretation by the various boards and agencies charged with ensuring compliance and that ADR makes no guarantees, express or implied as to the acceptability of Clients proposed project.
- 3.6 Client recognizes that environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by ADR, and that the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.
- 3.7 Unless provided in the Proposal that hazardous or chemical contamination is present or potentially present at the Project site, a standard of practice consistent with that commonly used on uncontaminated sites shall be implemented. Client recognizes, accepts and assumes the risks of spreading contamination inherent with excavating trenches or drilling borings when said standard of practice is applied and Client shall indemnify and hold harmless ADR and ADR's independent associates from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.
- 3.8 Client recognizes that the use of surveying and exploration equipment may unavoidably affect, alter or damage existing vegetation and terrain at the site. ADR will take reasonable precautions to limit damage; however, Client recognizes that such damage is inherent in ADR's work and will hold ADR harmless for any such reasonable affect, alteration or damage. ADR will exercise due and reasonable care in locating subterranean structures in the vicinity where proposed subsurface explorations are to be made. This will include contact with appropriate public utilities, and review of plans and information provided by Client and/or Owner of the Project Site relating to the location of subterranean structures. Provided ADR has proceeded with due and reasonable care, ADR can not be liable for damages or injury arising from damage to or interference with subterranean structures, including, without limitation, pipes, tanks, telephone cables, etc., which are not called to ADR's attention and /or are not correctly shown on the plans furnished by client or others in connection with work performed under this Agreement.
- 3.9 If any claim is brought against ADR by any third party relating to services under this Agreement, unless it is proven that ADR was guilty of negligence or wrongful misconduct in connection with its services, Client shall indemnify and hold harmless ADR for all claims, liabilities, loss, legal fees, consulting fees, and other costs of defense reasonably incurred by ADR.
- 3.10 This agreement is not assignable by either client or ADR without the written consent of the other party.

ARTICLE 4 - PAYMENT TERMS:

- 4.1 Client will pay ADR for Services and expenses in accordance with the attached **Fee Schedule or Fixed Fee Price Schedule**. ADR will submit progress invoices to Client on a **four- (4) week billing cycle** and final invoice upon completion of its Services. Each invoice, upon presentation, is due and payable by Client or its authorized representative. Invoices are **past due after 30 days** and are subject to a finance charge of one and one-half percent per month on the outstanding balance. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. **All work will be suspended on any Project which has a past due invoice** until such time as payment is current. Clients with a history of past due invoices will be required to pay in advance. ADR has the right to institute payment collection activities if ADR's invoice is not paid within thirty (30) days. Client shall pay attorney's fees and others costs incurred in collecting past due amounts.
- 4.2 ADR shall be paid in full for all Services under this Agreement, including any overruns of Client's contract or any unforeseen need for ADR's services exceeding original contract requirements. ADR will make every reasonable attempt to identify and notify Client of unforeseen needs. Client shall make payment for such Services irrespective of any pending approvals or financing.
- 4.3 Client agrees that the periodic billings from ADR to Client are correct, conclusive, and binding on Client unless Client within twenty (20) days from the date of receipt of such billing, notifies ADR in writing of alleged inaccuracies, discrepancies, or errors in the billing.
- 4.4 Client's obligation to pay for the Services contracted is in no way dependent upon Client's ability to obtain financing, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

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EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd

ARTICLE 5 - TERMINATION:

- 5.1 Either party upon thirty - (30) days written notice in the event of the other's substantial failure to perform in accordance with the terms hereunder may terminate this Agreement. Termination will not be effective if the substantial failure has been remedied before expiration of the period specified in the notice.
- 5.2 In the event of termination or suspension of the work for more than three (3) months, ADR may complete and provide Client all reports, documents or plans and work completed prior to termination or suspension as are necessary to complete its files. ADR shall be reimbursed for all Services performed as well as reasonable expenses associated with the termination.

ARTICLE 6 - MISCELLANEOUS TERMS:

- 6.1 The laws of the State of Ohio shall govern this Agreement.
- 6.2 This Agreement, including these Terms and Conditions, and the Attachments, including Scope of Services and Fee Schedule or Fixed Fee Payment Schedule, which are incorporated herein by reference, represents the entire Agreement between Client and ADR, and supercedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by Client and ADR.
- 6.3 Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 6.4 In recognition of the relative risks and benefits of the Project to both the Client and ADR, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ADR and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims and expenses from any cause or causes, so that the total aggregate liability of ADR and his/her sub-consultants to all those named shall not exceed ADR's total fee or \$25,000, whichever is less, for services rendered on this Project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- 6.5 Neither the Client nor any of the Client's contractors or subcontractors will make any claim for professional negligence, either directly or by way of a cross complaint against ADR unless the Client has first provided ADR with a written certification executed by an independent design professional currently practicing in the same discipline as ADR and licensed in the state where the project is located. This certification will: a) Identify the name and license of the certifier; b) Specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing services under similar circumstances; and c) State in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate must be provided to ADR not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding. Failure to provide such written certification will be considered a waiver by Client of all such claims against ADR. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
- 6.6 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault, or whether it was committed by the Client or ADR, their employees, agents, sub-consultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 6.7 It is intended by the parties to this Agreement that ADR's services in connection with the Project shall not subject ADR's individual employees, officers, or directors to any legal exposure due to the risks associated with this Project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ADR, a limited liability corporation, and not against any of ADR's employees, officers or directors.
- 6.8 In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, except as provided for in 4.1 of this Agreement, then such dispute shall be settled first by mediation, said mediator

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**EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd**

being mutually agreed upon by the parties. In the event the dispute is not resolved by mediation, the parties shall then proceed to binding arbitration by an arbitrator to be mutually agreed upon by the parties in accordance with the construction industry arbitration rules of the American Arbitration Association. If the parties cannot agree upon a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

6.9 Only changes to ADR plans and specifications that are done in hardcopy and signed by ADR & Associates, Ltd. shall constitute modification to design documents and specifications.

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VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

Discussion: *Mike Jones, Sanitary Engineer, was present and stated this is just a renewal contract for our natural gas supply to various facilities. This is a 36-month contract.*

RESOLUTION (80-2022) – APPROVE AGREEMENT - NATURAL GAS SUPPLY TO TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT FACILITIES

It was moved by Commissioner Landis, and seconded by Commissioner Metzger, to approve an agreement with Interstate Gas Supply, Inc. ("IGS") for natural gas supply to Tuscarawas County Metropolitan Sewer District facilities and authorizing the Sanitary Engineer, Michael Jones, to execute said Agreement.

This Resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel

Natural Gas Purchase Contract

Large Commercial V5.1CH-IND-OH

Seller: Interstate Gas Supply, Inc.
 Attn: Commercial & Industrial Sales, 6100 Emerald Parkway, Dublin, Ohio 43016
Buyer: Tuscarawas County Metropolitan Sewer District
Confirmation Email: mjones.tcmsd@gmail.com
Phone: 330-874-3262
Street Address: 9944 Wilkshire Blvd NE
City: Bolivar
State: OH
Zip: 44612
Mailing: Same as Mailing
Facility: See Exhibit A
Account Number/s: See Exhibit A

FOR OFFICE USE ONLY: ACJ-xi
 Fax: 614-659-5126
 Phone: 877-923-4447

or see the attached **Exhibit A**

This Contract is subject to the attached Natural Gas Supply Master Terms and Conditions, which are incorporated in their entirety herein.

Natural Gas Distribution Company ("NGDC"): Columbia Gas of Ohio

Critical Day Volume:	100% of Usage determined by the NGDC
Purchase Price:	<input checked="" type="checkbox"/> Fixed Price of \$5.99 per MCF for all gas delivered to the Burnertip throughout the Initial Term. <input type="checkbox"/> Variable Price determined by 100% of the applicable NYMEX settlement price (depending on the Buyer's billing cycle) plus \$ per MCF for all gas delivered to the Burnertip throughout the Initial Term. The price includes all interstate transportation charges, shrink/fuel, Btu conversion, and pooling fees, but it does not include the applicable taxes or NGDC transportation and distribution charges. After the Initial Term expires, the price will be as described under the Renewal Variable Pricing section of this Contract.
Initial Term:	The Initial Term of this Contract will begin with the February 2022 NGDC billing cycle, and it will continue through the January 2025 NGDC billing cycle.
Renewal:	Upon expiration of the Initial Term, this Contract will automatically renew on month-to-month basis, with each such month constituting a "Secondary Term." Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other party at least 30 days before the automatic renewal date. The automatic renewal date will be the first calendar day of the month at the end of the applicable Term. Because Seller needs to contract for supply and transportation in advance, Buyer's early termination of any Account under this Contract will harm Seller.
Early Termination Damages:	<p>If under a Fixed Price: For each Account that is terminated early, damages will be equal to the positive difference, if any, between the Fixed Price minus the then-current market price, multiplied by the "Contract Volumes" (defined below) as apportioned to the terminated Account(s) and remaining under the then-current Term. The "Contract Volumes" are calculated using each Account's historical monthly consumption, as provided to Seller by the NGDC, multiplied by weather normalization factors and are set forth in the table below. The Contract Volumes will be used for determining early termination damages under this Contract. Buyer is not otherwise obligated to accept/consume the Contract Volumes on a monthly or annual basis.</p> <p>If under a Variable Price: For each Account that is terminated early, damages will be equal to \$0.40 per MCF multiplied by the Contract Volumes as apportioned to the terminated Account(s) and remaining under the then-current Term.</p>

Contract Volumes in MCF at the Burnertip

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	278	235	188	87	23	6	4	4	14	72	159	239

This Contract, including any Exhibit(s) may be signed in counterparts. If Buyer and Seller execute more than one Contract with respect to any Account(s), the terms of the most recent Contract will supersede and take priority over all previous Contracts with regard to the same Account(s). Any signature on this Contract and any Exhibit(s) will be considered valid for all purposes and have the same effect whether it is an ink-signed original, e-signed, a photocopy, or a facsimile representation of the original document.

The signers below personally certify that they have all requisite authority to sign and enter into this Contract on behalf of the parties identified above their signatures. Further, they acknowledge that on behalf of their respective parties, they have read, understood, and voluntarily agreed to every provision of this Contract, the attached Terms and Conditions, and any Exhibit A.

Accepted by Buyer: _____
 Name: _____ Title: _____ Date: _____

Accepted by Seller: _____
 Name: Jonathan Liba Title: Director, C&I Acct. Mgmt Date: _____

Natural Gas Supply Master Terms and Conditions

These Master Terms and Conditions (the "Terms and Conditions") set forth the general terms and conditions for the retail sale and purchase of natural gas between Seller and Buyer. The specific terms with respect to Buyer's Accounts will be set forth on Page 1. These Master Terms and Conditions, the specific terms set forth on Page 1, and any Exhibits form a written agreement between Seller and Buyer (the "Contract").

1. **Natural Gas Supply.** Seller will supply and deliver to Buyer the full natural gas requirements for all Accounts under this Contract, and Buyer will accept and pay for all such deliveries according to this Contract. Seller will act as Buyer's agent for the limited purposes of working with Buyer's NGDC in order to: (a) obtain the Accounts' usage, billing, and payment histories; (b) effect the transfer of natural gas supply service to Seller; and (c) perform Seller's obligations under this Contract. Buyer will execute all documents and be responsible for all services and equipment required by the NGDC in order for Buyer to receive service under this Contract. Buyer understands that there may be delays in starting gas supply due to the NGDC's enrollment requirements and will not hold Seller responsible for any such delays.

2. **Renewal Variable Price.** The price for each Secondary Term will be determined monthly by the index price of gas delivered to the applicable delivery point, plus: transportation, demand charges, shrink/fuel, Btu conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC transportation/distribution charges.

3. **Billing & Payment.** The NGDC will issue consolidated monthly invoices which will contain Seller's natural gas charges, plus applicable taxes and all of the NGDC's distribution and other applicable charges. Buyer will pay to the NGDC the entire amount of each natural gas bill under the NGDC's payment terms and conditions. Late charges will apply for all past-due amounts owed to Seller at the rate set forth in the NGDC's tariff for its charges. Seller reserves the right to invoice Buyer directly for: (a) Seller's charges only, plus applicable taxes; or (b) for the NGDC's charges, as well as Seller's charges, plus all applicable taxes. If Seller invoices Buyer directly, payment will be due in full on or before the 20th calendar day following the invoice date and late charges will apply for all past-due amounts at a rate of 1.5% per month. The NGDC is solely responsible for reading Buyer's meter(s), and all disputes that Buyer has with respect to meter readings and related adjustments will be addressed by Buyer solely to the NGDC.

4. **Credit.** Upon Seller's reasonable request, Buyer will provide to Seller financial statements and other credit-related information, all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit, Seller may require security sufficient to cover volumes for the two largest months' Contract Volumes. The security will be in the form of either a deposit or an irrevocable letter of credit. Furthermore, if Buyer: (a) becomes a Debtor in a bankruptcy proceeding; or (b) breaches any payment obligation or any other obligation to Seller (including any obligation to provide security as provided above), then Seller may suspend deliveries and/or terminate this Contract 10 days after delivering written notice to Buyer. Seller's rights under this Credit section are in addition to all other remedies available under this Contract.

5. **Damages.** Seller may hedge its obligations under this Contract by purchasing natural gas and related transportation, as well as natural gas futures and/or swaps, or any combination thereof. If (a) Buyer terminates any or all Accounts from under this Contract before the expiration of any Term; or (b) Seller terminates this Contract as to any or all Accounts before the expiration of any Term as a result of Buyer's breach of this Contract; or (c) the NGDC terminates any or all Accounts from under this Contract before the expiration of any term as a result of late or non-payment, then Buyer will pay to Seller damages calculated as set forth in the Early Termination Damages section on the Page 1. Seller may increase the price charged to Buyer for Accounts that have not breached in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the NGDC's bill. If Buyer transfers service to the NGDC, Buyer may be charged a price other than NGDC's standard rate. Nothing in this Damages section limits Buyer's obligation to pay for all delivered natural gas as metered by the NGDC. If Seller fails to perform its delivery obligations under this

Contract, Seller will pay to Buyer an amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current Contract price for all natural gas Seller failed to deliver. The prevailing party in any lawsuit under this Contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

6. **Cross Default.** If Buyer is a party to one or more other natural gas or electricity supply contracts with Seller, a breach by Buyer under such other contract(s) may be treated by Seller as a breach by Buyer of this Contract.

7. **Limitation of Liability.** Seller will not be liable for any losses arising from Buyer's use of natural gas or for losses arising from any pipeline or the NGDC, including but not limited to: their operations and maintenance of their system, any disruption of their service, termination of their service, their events of force majeure, or deterioration of their service. Except as otherwise set forth in this Contract, neither party will be liable for any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence and strict liability), or any other legal theory.

8. **Warranty.** Seller warrants that all gas delivered to the NGDC for its distribution to Buyer will meet the NGDC's quality standards and that title to such gas is free from liens and adverse claims. Seller makes no other warranties or representations of any kind, express or implied, including any warranty of merchantability or warranty that the goods are fit for any particular purpose.

9. **Regulatory.** The choice program is subject to ongoing utilities commission jurisdiction and NGDC rules. Seller may pass through to Buyer any additional charges/fees imposed on suppliers through a regulatory and/or utility proceeding. If the choice program is terminated or materially changed, this Contract may be modified accordingly or terminated by Seller without penalty to either party.

10. **Relationship of Parties.** Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failing to act upon Seller's advice or recommendations.

11. **Assignment.** This Contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld, delayed, or conditioned.

12. **Waiver.** No failure to enforce any provision of this Contract will be deemed a waiver of any right to do so, and no express waiver of any breach will operate as a waiver of any other breach or of the same breach on future occasion.

13. **Choice of Law, Jurisdiction, Venue & Jury Trials.** This Contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of conflicts of law. All legal actions involving all disputes arising under this contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio. Buyer and Seller waive all of their rights to a trial by jury in any legal action related to this Contract.

14. **Severability.** If any provision of this contract is held unenforceable by any court having jurisdiction, no other provisions will be affected, and the court will modify the unenforceable provision (consistent with the intent of the parties as evidenced in this contract) to the minimum extent necessary so as to render it enforceable.

15. **Entire Agreement.** This Contract, including these Terms and Conditions and any Exhibits, contain the entire agreement between Seller and Buyer regarding the Accounts under this Contract, and it supersedes all prior and contemporaneous written and oral agreements and understandings between them with respect to those accounts. This Contract cannot be modified in any way except by a writing signed by both Seller and Buyer.

**Exhibit A to Natural Gas Purchase Contract Form V5.1CH-IND-OH
Account Numbers & Facility Addresses**

Seller: Interstate Gas Supply, Inc.
Buyer: Tuscarawas County Metropolitan Sewer District

Following are the Account/Meter Numbers and Addresses included under the above-mentioned contract between Seller and Buyer:

	Account Number	Service Address	Service City	Service State	Service Zip Code
1	143715980010007	9962 Wilkshire Bv NE	Bolivar	OH	44612
2	143715980020006	9944 Wilkshire Bv NE	Bolivar	OH	44612

AGREED.

Accepted by Buyer: _____
Name: _____ **Title** _____ **Date** _____

Accepted by Seller: _____
Name: Jonathan Liba **Title** Director, C&I Acct. Mgmt. **Date** _____

VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, yes;

Discussion: Mike Jones, Sanitary Engineer, stated Wilshire Hills Well #4 is part of the Wilshire Hills Water System Upgrade Project. This is just a stand-alone portion of the project and needs a well contractor for this portion not a general contractor. This part of the project is being bid out separately. The bid will cover the drilling of the well, test pumping, extracting water quality samples and hydrogeologist report. Once this is complete, another set of detailed plans and specs will be put together that will include the well pump and well house. The second set of plans will have to go to the EPA and a second bid will be done for the next phase of the well construction. The total project is being funded by USDA.

RESOLUTION (81-2022) AUTHORIZING A BID ADVERTISEMENT FOR THE WILKSHIRE HILLS WELL #4 PROJECT

It was moved by Commissioner Metzger, and seconded by Commissioner Landis, to approve the foregoing resolution:

WHEREAS, upon the recommendation of the Tuscarawas County Sanitary Engineer, Michael Jones, the Board of Commissioners, Tuscarawas County, Ohio ("Board") desires to expand the capacity of the existing Wilkshire Hills water system with construction of the Wilkshire Hills WTP Well #4 Project (Project ID #WH-19-05 Well Contract); and

WHEREAS, pursuant to ORC 6103.05(B), the Board finds that the improvement is necessary for the preservation and promotion of the public health and welfare, and has determined that no special assessments are to be levied to pay any part of the cost of the improvement; and

NOW THEREFORE, BE IT RESOLVED by the Board:

Section 1: The Board hereby authorizes the Tuscarawas County Sanitary Engineer, Michael Jones, to provide notice of competitive bidding in the form and manner specified in ORC 307.87 and the Tuscarawas County Procurement Policy, a copy of such notice is attached hereto and made a part hereof, the same as though rewritten herein in full.

Section 2: It is found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

This resolution and any referenced attachments have been reviewed and found in proper order by Steven A. Anderson, Special Counsel.

**ADVERTISEMENT FOR BIDS
WILKSHIRE HILLS WTP WELL #4
FOR THE
TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT
TUSCARAWAS COUNTY, OHIO
THRASHER PROJECT #101-010-01120**

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the office of the Clerk of the Board of Tuscarawas County Commissioners, 125 East High Avenue, New Philadelphia, Ohio 44663 until **1:30 PM** local time on **March 9, 2022** for furnishing all labor, materials and equipment necessary to complete the project known as the **Project ID #WH-19-05: Wilkshire Hills WTP Well #4 ("Well Contract")**, and at said time and place, publicly opened and read aloud.

This project consists of the installation of a new municipal water well located at the Wilkshire Hills WTP. Installation of the new well includes the drilling of the new well, installation of the well casing and screen, flow testing and development, water quality analysis and a well report.

The Work will be substantially completed within **120** calendar days after the date when the Contract Times commence to run and completed and ready for final payment within **150** days after the date when the Contract Times commence to run. Liquidated damages shall be **\$750.00** per day.

Contract Documents may be examined at the following location:

The Thrasher Group, Inc.
400 3rd Street SE, Suite 309
Canton, OH 44702

To bid on this project and be considered a plan holder you MUST download the digital project bidding documents from QuestCDN and pay the download delivery fee. Complete digital project bidding documents are available at www.questcdn.com. You may register for a free membership with QuestCDN and download the digital plan documents for \$30 by inputting Quest project

***** or Soliciting Agent's project number #101-010-01120 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Amounts paid are not subject to refund.

A one-envelope system will be used.

Envelope must have the following information presented on the front: Name and address of Bidder; Bid on Tuscarawas County, Wilkshire Hills WTP Well #4 Project

Bids will be publicly read aloud, and an apparent low bidder will be announced. After the completion of the bid opening, the Bid Opening Requirement items will be checked for compliance as outlined on the Bid Opening Checklist on page BOR - 1 of these contract documents.

In accordance with Ohio Revised Code §153.54, the contractor shall file with the bid a bid guaranty in the form of either: 1) a bond for the full amount of the bid, or 2) a certified check, cashier's check, or letter of credit equal to 10% of the bid.

A Bidder may not withdraw his Bid for a period of ninety (90) days after the date set for the opening of Bids.

Bids received after the scheduled closing time for the reception of Bids will be returned unopened to the Bidders.

Bidders must comply with the prevailing wage rates on Public Improvements in Tuscarawas County, Ohio as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.644.2239.

The Commissioners have the right to waive irregularities and to reject any and/or all bids and to waive any informalities and irregularities in the bids received.

Order of the Board of Tuscarawas County Commissioners

Chris Abbuhl
Al Landis
Kerry Metzger

ATTEST: Rhonda Jordan, Clerk

Publish: The Times Reporter on: February 3, 2022
<https://www.tcmsd.org/projects-out-for-bid>

Bid tabulation will be posted on the above website upon award of bid.

VOTE: Chris Abbuhl, yes;
Kerry Metzger, yes;
Al Landis, yes;

RESOLUTION (82-2022)

PAY BILLS

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

Meeting Date 01/26/2022

911

Environmental Systems Research	Zuercher Mapping Maintenance	\$1,250.00	
National Emergency Number Assoc	Supervisor Training	\$1,995.00	
			\$3,245.00

Clerk of Courts

Tusc Co Commissioners	Service	\$82.79	
Tusc Co Auditor	Service	\$39.18	
Tusc Co Commissioners	Supplies	\$379.98	
			\$501.95

Commissioners

American Electric Power	Service	\$1,571.38	
American Electric Power	Service	\$78.48	
G & L Supply	Supplies	\$222.96	
Dawson Security	Monitoring Services	\$120.00	
Chris Abbuhl	Travel	\$7.90	
American Electric Power	Service	\$4,293.09	
Frontier	Service	\$467.28	
US Bank Equipment Finance	Copier Lease	\$125.28	
Regional EMS, Inc	TB Services	\$2,691.20	
			\$9,577.57

Community Corrections

Verizon Wireless	Cell Phone Service	\$325.76	
Ohio Alcohol Monitoring Systems	Electronic Monitoring/Drug Testing	\$2,132.00	
Tusc Co Sheriff's Office	Gas	\$163.66	
			\$2,621.42

Dog Pound

Damon Industries	Supplies	\$200.11	
G & L Supply	Supplies	\$120.56	
Graphic Enterprises	Copy Charges	\$99.19	
Action Now	Pest Control	\$37.00	
Office Depot	Supplies	\$107.61	
			\$564.47

Employee Dress Down Day Fund

Tusc Co Humane Society	Dress Down Day	\$258.00	
			\$258.00

Engineer

John Deere Financial	Repairs/Parts	\$209.60	
Tusc Construction Supply	Bridge & Culvert Supplies	\$1,433.00	
Yoder Small Engines	Repairs/Parts	\$835.81	
Triple R Trailer	Repairs/Parts	\$611.90	
Clark Co/Clark Clay	Mat'l per bid	\$620.30	
Walton Auto Parts	Repairs/Parts	\$26.14	
Snyder Brothers Sales	Repairs/Parts	\$33.89	
Summers Rubber Co	Repairs/Parts	\$635.32	
Rosenberry Towing	Towing Services	\$500.00	
Gemstone Gas & Welding	Bridge & Culvert Supplies	\$15.95	
Truck Sales & Service	Repairs/Parts	\$1,476.89	
Flynn's Tire	Tires & Repairs	\$1,436.28	
Dover Brake	Repairs/Parts	\$1,634.50	
Advance Auto	Repairs/Parts	\$323.09	
Southeastern Equipment Co	Repairs/Parts	\$4,325.47	
			\$14,118.14

Information Technology

Staples	Supplies	\$1.36
Staples	Supplies	\$553.29
Staples	Supplies	\$857.44

\$1,412.09

Job & Family Services

Mark Abbuhl et al	AA & SAMS	\$18,838.45
Interpreters XP	Interpreter	\$973.88
Insight Vision Care	PASSS	\$1,188.00
Kyler Lundholm LPM	Non-Recurring Adoption Expense	\$1,334.50
Goodwill Industries of Greater CLE	FACES/Home-Based Parenting	\$344.00
Capital One	Kinship/Bedding	\$165.10
Dr Nicholas Varrati MD	FACES	\$98.00
Tusc Co Health Dept	Birth Certificate	\$50.00
Treasurer State of OH	Fingerprints	\$189.00
Forensic Fluids Laboratories	Drug Screens	\$4,040.00
UPS	Shipping	\$96.42
Menards	Maintenance Supplies	\$129.29
East Central Ohio Building Authority	Electric for Sign	\$250.00
Treasurer State of OH	Fingerprints	\$702.25
David Kinsey	Start Funds/Rent & Deposit	\$1,800.00
Capital One	Tires	\$263.00
Generator Systems	Generator Maintenance	\$559.30
Tusc Co Water & Sewer	Pump Station Maintenance	\$150.00
Society for Equal Access	Transportation	\$49,045.98
Christian Children's Home of OH et al	Boarding Home Payroll	\$79,795.93
Business Card	Software & Services	\$781.19

\$160,794.29

Juvenile/Probate

Independence Business Supply	Supplies	\$34.99
Massillon Plaque	Supplies	\$80.00
Staples	Supplies	\$11.79
Staples	Supplies	\$90.40
Verizon	Cell Phone Service	\$146.58

\$363.76

Park Department

Menards	Supplies	\$31.47
Menards	Supplies	\$32.71

\$64.18

Public Defender

Tusc Co Commissioners	February Lease	\$1,381.45
American Electric Power	Service	\$777.75
TIAA Commercial Finance	Copier Contract	\$241.94
Wells Fargo Financial Leasing	Copier Contract	\$45.00

\$2,446.14

Recorder

Staples	Supplies	\$29.71
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\$29.71

Sheriff

Verizon Wireless	Cell Phone Service	\$949.90
Graphic Enterprises	Copy Charges & Supplies	\$623.24
US Bank Equipment Finance	Copier Lease	\$589.96
Arney Automotive	Cruiser Repairs	\$4,093.82
Johnson Printing	Supplies	\$86.00
Staples	Supplies	\$631.84
Fenton Brothers	Supplies	\$14.70
Treasurer State of OH	Toxicology Screening	\$177.00

G & L Supply	Supplies	\$1,123.70	
Flickinger Pipe	Repairs	\$1,450.00	
Timekeeping Systems	Services	\$1,415.00	
Staley Technologies	Life Size Cloud Service	\$3,497.00	
American Electric Power	Service	\$8,694.96	
American Electric Power	Service	\$43.94	
First Communications	Long Distance	\$103.81	
New Philadelphia Fire Dept	Inmate Medical Transport	\$132.00	
Terminix	Annual Pest Control	\$1,515.72	
Erwin Septic Service	Services	\$640.00	
Sysco Food Service	Inmate Food	\$6,277.34	
			\$32,059.93
Treasurer			
JP Morgan Chase	Analysis Charges	\$19,313.02	
			\$19,313.02
Water & Sewer			
JA's Auto Service	Maint/Repairs	\$86.00	
Troy Pantilis	Cleaning Services	\$320.00	
Rosenberry Towing	Services	\$500.00	
American Electric Power	Service	\$57.02	
American Electric Power	Service	\$1,631.37	
First Communications	Long Distance	\$202.09	
American Electric Power	Service	\$165.22	
Verizon Wireless	Service	\$393.42	
Bloom's Printing	Materials & Supplies	\$20.00	
Treasurer State of OH	Boiler Inspection	\$68.25	
Hajoca Corp	Materials	\$153.44	
RJ Wright & Sons	Fuel	\$3,674.57	
American Electric Power	Service	\$226.35	
			\$7,497.73
	GRAND TOTAL		\$254,867.40


VOTE: Chris Abbuhl, yes;
 Kerry Metzger, yes;
 Al Landis, yes;

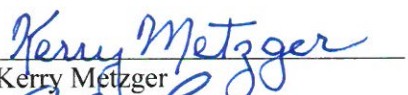
NO OTHER BUSINESS TO BE BROUGHT BEFORE THE BOARD.

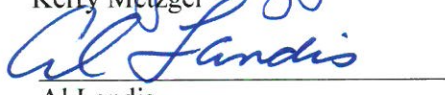
RESOLUTION (83-2022) ADJOURN


It was moved by Commissioner Metzger, seconded by Commissioner Landis, to adjourn at 2:09 p.m. to meet in Regular session Monday, the 31st day of January, 2022

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


 Al Landis

Attest: 
 Clerk