

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session December 5, 2023, with Lenny Eliason presiding, Chris Chmiel and Charlie Adkins in attendance.

AGENDA

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following agenda:

Athens County Board of County Commissioners

Meeting Agenda for Tuesday, December 5, 2023 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes of November 21

Approve Appropriations, Transfers, New Line Items Requests/Changes & Bills

Commissioners: Transfer \$731.13 from 001.1195.580100 B&G Trans Out to 311.2311.422101 Law Library Trans In

Water & Sewer: New Fund: Special Assessment Revenue (fund 619): Receipts: Special Assessments 619.2619.410600

- 9:30 Chasity Schmelzenbach - Buckeye Hills
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 Ben Abfall- AEP update
- 10:15 EMA Don Gossel - End of year purchases
- 10:30 W&S Supt Rich Kasler - weekly updates
- 10:45 Planner Laura Olbers & Cathy Bobo- County Pond
- 11:00 Munis
- 11:15 Athens Hocking Recycling Center

~Agenda Items

- Amended Certificate
- W&S Payment Plan (ratify signature)
- Certificate of Estimated Property Tax Rev for Senior Levy
- Courthouse Exterior Contract (ratify signature)
- ARPA Coolville Water Tank Invoice- American Suncraft Co.
- Emergency Check for Common Pleas - ratify signatures
- Revised Monthly Assigned Counsel Summary Report
- Clerk of Courts Surplus
- StarTec Contract (ratify signature)
- Palmer Conservation invoice for the HVAC project to be paid from ARPA funds
- Domestic Relations: Guardian Ad Litem W. Ehrstine
- 911 SOG Athens Bypass
- 911 SOG Evacuation Policy
- The Plains dog noise ordinance
- Juvenile Court Legal Services budget increase request

~TRAVEL

- Treasurer Ric Wasserman; Ohio Land Bank Regional Meeting, Mansfield, OH; Dec 7-8
- DJFS Dir Jean Demosky; FDAR Seminar, Westerville, OH; Nov 29
- DJFS Dir Jean Demosky; OJFSDA Meeting, Lewis Center, OH; Dec 14 & 16
- DJFS Dir Jean Demosky; OJFSDA SE District Meeting, Jackson, OH; Jan 17
- Engineers Office Andrea Frenschko; CCAO/CEAO Conference, Columbus, OH; Dec 7-8
- EMA Don Gossel & Melissa Blank; EMAO Conference, Salt Fork Lodge; Dec 6-8
- Engineer Jeff Maiden; CCAO/CEAO Conference, Columbus, OH, Dec 6-8

ADJOURNMENT

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Minutes

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the minutes from November 21.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Appropriations, Transfers, New Line Items Requests/Changes & Bills

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes including: Commissioners: Transfer \$731.13 from 001.1195.580100 B&G Trans Out to 311.2311.422101 Law Library Trans In; and Water & Sewer: New Fund: Special Assessment Revenue (fund 619): Receipts: Special Assessments 619.2619.410600 and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - from: 11/28/2023 to: 12/5/2023 and the bills are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same. Complete list of bills maintained in the Auditor's office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Buckeye Hills Chasity Schmelzenbach

Chasity Schmelzenbach provided an annual update from Buckeye Hills Regional Council. The 2022 dues for Athens County were \$7,330.58 however the total spent in Athens County were \$5,364,081.

DJFS Mike Bump weekly updates

Mike Bump provided the following weekly updates:

JFS on Wheels schedule

Kiser's BBQ will donate 5% of sales on Tuesdays in December to the Community Cares Fund

DJFS Contract Amendment #2: Juvenile Court

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following contract amendment:

Name of Contract Organization: Athens County Common Pleas Court- Juvenile Division

Total \$ Value: \$11,000 (addition of \$5,000)

Contract Period: 1/1/2022 - 12/31/2024

Whereas, ACDJFS seeks to purchase services for the purpose of assistance to needy families so that children may be cared for in their own homes or in the homes of relatives, and Contractor seeks to provide such services, the parties hereby enter into the following Contract, whereby ACDJFS agrees to purchase, and Contractor agrees to provide such services.

Whereas the parties seek to amend Article 1 paragraph 1.1 Contract Period and Article 3 paragraph 3.1 Contract Price so that it reads as follows:

Article 1: Contract Period, Amendment, and Termination

1.1 Contract Period: This Contract shall be effective beginning on 01/01/2022 to and including 12/31/2024 unless otherwise terminated.

Article 3: Duties and Obligations of ACDJFS

3.1 Contract Price: ACDJFS shall pay to Contractor the sum of the monthly invoice for services rendered by Contractor pursuant to Article 2 of this Contract. The maximum amount payable under this contract will be \$11,000.00.

Complete Amendment on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

DJFS Contract: My Sisters Place

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following contract:

Name of Contract Organization: The Edna Brooks Foundation, Inc dba My Sister's Place

Total \$ Value: \$8,000.00

Contract Period: 12/01/2023 - 11/30/2024

Article I. Purpose of the Subgrant/Subgrant Duties

The purpose of the Subgrant and this Subgrant Agreement is to establish the terms, conditions and requirements governing the administration and use of the financial assistance received by or use by The Edna Brooks Foundation Inc pursuant to this Subgrant Agreement. ACDJFS agrees to provide necessities for eligible Athens County families as needed from the Eligible Items List.

Complete contract on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Amended Certificate

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins acknowledging receipt of the Amended Certificate, dated December 5, 2023 prepared by Jill Davidson, Athens County Auditor.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

W&S Payment Plan (ratify signature)

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins ratifying the signature of Commissioner Adkins to authorize a payment plan for Joanne Brim for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount past due is \$390.20 requiring a monthly minimum payment of \$130.07 plus the regular monthly bill, for 3 months. Customer must pay payment amount, plus the current bill, failure to do so breaks the agreement and payment is due in full. Should at any time, Joanne Brim not make one of these payments the account will be considered delinquent and service could be shut off. Payments due before or on 11/29/23, 1/29/24, 2/29/24.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Certificate of Estimated Property Tax Rev for Senior Levy

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to acknowledge receipt of the Certificate of Estimated Property Tax Revenue for Senior Levy from Auditor Jill Davidson dated December 1, 2023. Form copied to page 486.

Clerk Rockhold will invite Eva Bloom to next meeting to make a decision.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Courthouse Exterior Contract (ratify signature)

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to ratify Commissioner Eliason's signature on the contract with SF Restoration for Project Number: 1121-118; Project Name: Courthouse Exterior Washington Street; Contract Sum is \$65,000. Contract copied to pages 487 and 488.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

ARPA Coolville Water Tank Invoice - American Suncraft Co

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve payment to American Suncraft Co of \$1500.00 as requested by the Village of Coolville as Clerk Rockhold received approval from the Prosecutors Office that it is an allowable ARPA expense.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Emergency Check for Common Pleas -ratify signatures

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to ratify Commissioner Eliason and Commissioner Adkins signature on the Invoice Tracking Report dated 11/29/2023 which was requested to process an Emergency check for Common Pleas.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Revised Monthly Assigned Counsel Summary Report

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to acknowledge receipt of the revised Office of the Ohio Public Defender Monthly Assigned Counsel Summary Report, dated November 29, 2023 prepared by Jill Davidson, Athens County Auditor to be submitted to the Ohio Public Defenders Office for reimbursement as follows:

November 2023 Report	
Misdemeanor Certifications	17
All Traffic Certifications	\$2,010.00
All Other Certifications	\$5,980.00
Juvenile Certifications	17
Amount Submitted	\$6,720.00
Appellate Certifications	1
Amount Submitted	\$8,565.00
Total Certifications	35
Total Amount Submitted	\$23,275.00

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Clerk of Courts Surplus

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following surplus as submitted by Candy Russell, Clerk of Courts:

Property Description (the following property is to be destroyed):
3 Desk
Keyboard Tray

Property Description (the property is to be redistributed to the law library):
Adjustable Table

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

StarTec Contract (ratify signature)

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to ratify Commissioner Eliason's signature on the contract with StarTec Security, LLC for the monitoring system on the fire panel in the Courthouse:

Item/Equipment: Add TG7 Cellular communicator to Fire System
Total: \$500.00
Monthly monitoring fee: \$75.00
Complete contract on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Palmer Conservation invoice for the HVAC project to be paid from ARPA funds TABLED

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to table the Palmer Conservation invoice for the HVAC project. Palmer Conservation will be in the meeting next week for the bid opening so Commissioners will discuss the invoice with them.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Domestic Relations: Guardian Ad Litem W. Ehrstine

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Commissioner Eliason to sign the following Guardian Ad Litem Agreement:

William Ehrstine hereby agrees to accept appointments by the Domestic Relations Division of the Athens County Court of Common Pleas to serve as a guardian ad litem for the Court when available to do so.

The Athens County Board of Commissioners hereby agrees to extend the General Liability and Public Officials Liability coverage provided by CORSA to Athens County to cover William Ehrstine while performing services for, and while acting within the scope of authority granted by, the Domestic Relations Division of the Athens County Court of Common Pleas.

/s/ William Ehrstine, Guardian Ad Litem
/s/ George McCarthy, Administrative Judge
/s/ Lenny Eliason, President, Board of Commissioners

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

911 SOG Athens Bypass

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following Standard Operating Guide as submitted by Director Teresa Fouts-Imler:

Subject: Athens Bypass

Section: FIRE

SOG Number: SOG-4.05F

Purpose: The Athens County Emergency Communications shall ensure that a dual response on the Athens Bypass involving a fire emergency or injury accident has occurred.

Complete SOG copied to page 489.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

911 SOG Evacuation Policy

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following Standard Operating Guide as submitted by Director Teresa Fouts-Imler:

Subject: Evacuation Policy

Section: General

SOG Number: SOG-1.19G

Purpose: The purpose of this policy is to establish guidelines for safe and efficient evacuation of the Public Safety Answering Point (PSAP) facility. When an emergency such as a fire, bomb threat, natural disaster or the release of hazardous materials threatens the lives or personal safety of communications personnel, a complete or partial evacuation of the PSAP may be necessary. In the interest of maintaining 911 call answering services and retain the ability to quickly resume emergency service dispatch operations, the following policy exists.

Complete SOG copied to pages 490 and 491.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

The Plains dog noise ordinance

Commissioner Adkins informed the board at a recent Athens Township meeting he attended, Trustee Steve Pierson asked if there were any resolutions by the county for dog noise enforcement. Commissioner Adkins spoke to Sheriff Smith who is not interested in a county policy. Commissioner Adkins will let the trustees know that the county does not want to make a resolution however the township trustees can pursue their own options.

Juvenile Court Legal Services budget increase request

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the increase of \$29,800.00 as requested by Judge Saunders for the Juvenile Court Legal Services line at 1194.530950 for December bills.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Travel

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the following travel:

Treasurer Ric Wasserman; Ohio Land Bank Regional Meeting, Mansfield, OH; Dec 7-8

DJFS Dir Jean Demosky; FDAR Seminar, Westerville, OH; Nov 29

DJFS Dir Jean Demosky; OJFSDA Meeting, Lewis Center, OH; Dec 14 & 16

DJFS Dir Jean Demosky; OJFSDA SE District Meeting, Jackson, OH; Jan 17

Engineers Office Andrea Frenschko; CCAO/CEAO Conference, Columbus, OH; Dec 7-8

EMA Don Gossel & Melissa Blank; EMAO Conference, Salt Fork Lodge; Dec 6-8

Engineer Jeff Maiden; CCAO/CEAO Conference, Columbus, OH, Dec 6-8

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

AEP - Elliottsville Lift Station update

Commissioner Chmiel requested an update on the electric service for the Elliottsville Lift Station. Ben Abfall stated he has been in contact with the property owners to obtain an easement. Mr. Abfall would like to get the easement to avoid going in the right of way.

AEP - Easement on Radford Road A010010052301

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Commissioner Eliason to sign the Supplemental Easement & Right of Way as presented by AEP Representative Ben Abfall:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor and the Grantee hereby agree to supplement and amend that certain Deed of Easement granted to The Southern Ohio Electric Company by A. L. Snedden and Maggie E. Snedden, his wife, and said easement being recorded in Deed Book

170, Page 359 on July 22nd. 193 7; Columbus and Southern Ohio Electric Company by A. L. Snedden and Maggie E. Snedden. his wife. and said easement being recorded in Deed Book 198. Page 46 on July 26th, 1948; and Columbus and Southern Ohio Electric Company by Ivan Blauser, Sr. and Alice D. Blauser. his wife. and said easement being recorded in Deed Record Volume 312. Page 327 on December 13th. 1972, affecting certain parcels of land situated in the Township of Athens, County of Athens, State of Ohio, Section 26, Town 9, Range 14, Farm Lots 121 and 122. (hereinafter referred to as the "Easement").

The Easement as initially recorded shall remain in full force and effect, but the terms and conditions are superseded and supplanted as follows: Grantor grants and conveys with general warranty covenants to Grantee, its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in the Township of Athens, County of Athens, State of Ohio, Ohio Company Purchase, Lease Lot 121, Section 26, Town 9, Range 14. Containing 0.032 acre parcel of land as described in Official Record Book 562, Page 465 of the Athens County Recorder's Office (Parcel# A010010052301).

The easement shall be 40 feet wide, lying 20 feet on each side of the facilities as constructed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

Complete easement copied to pages 492 and 493.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

AEP Tree Removal Trim Only Agreement

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Commissioner Eliason to sign the AEP Tree Removal Trim Only agreement as presented by AEP Representative Ben Abfall for Parcel ID# A010010052301 on Radford Road.

Complete agreement copied to page 494.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

EMA Don Gossel - end of year purchases

EMA Director Don Gossel provided the following updates:

FY22 EMPG End of Year

- \$12-14K to spend by PoP of Dec 31st
- Can not roll over
- Spend or lose
- Would like to use the County Amazon account to purchase a new Plotter and Touchscreen TV display for EOC.
 - o Alison can directly pull reimbursement from 521 #560100 expense line.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Director Don Gossel to purchase a new Plotter and Touchscreen TV display for the new EOC.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

EMA Don Gossel - updates

Emergency Operations Plan

- With a good review from OEMA
 - o I will be printing off the new EOP to be reviewed.
 - o Will need a Promulgation Letter Signed to adopt the new plan.
- Review process? Commissioners requested to be sent the plan electronically.

Local Elected and Appointed Officials Guide (Roles and Resources in Emergency Management)

- Please review and consider suggested training classes
 - o Eventually, the county may not be eligible for FEMA grants if not supported.

Commissioner Chmiel sent an email to Dir. Gossel regarding warming stations. Dir. Gossel had previous discussions with Athens City as the city area has the biggest need for a shelter. Dir. Gossel will contact the city to see if they developed a plan.

Commissioner Chmiel asked Dir. Gossel to research grants for storm water, Dir. Gossel stated the flood mitigation assistance grant may be available.

EMA Hazard Mitigation Plan

Hazard Mitigation Plan due March 2025

- Sent request to consultants for bid.
 - o \$40K+ average
 - o BRIC is 80/20
 - o \$8K to 10K match
- Too in-depth and too critical to complete in-house.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Dir. Don Gossel to submit a letter of intent for a BRIC Grant for the Hazard Mitigation Plan.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

W&S Supt Rich Kasler weekly updates & Budget

Commissioner Adkins asked if Mr. Kasler contacted Gary Silcott from DLZ regarding a deduct due to Co Road 19 road closure. Mr. Kasler stated that the road closure made the site safer however he has not had a discussion with Mr. Silcott.

W&S Supt Rich Kasler presented the 2023 Budget for the Water & Sewer department. Clerk Ashley Knippa was in attendance.

Travis Taylor passed the Wastewater Class 2 certification so Mr. Kasler will increase his hourly wage by \$1.00 per hour effective next pay. Clerk Ashley Knippa will draft a letter.

Planner Laura Oibers & Cathy Bobo - County Pond MOU

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to authorize Commissioner Eliason signature on the Memorandum of Understanding Regarding Use of ARPA Funds via Appalachian Community Grant Program's Appalachian Development Grants, Round 2 by Jefferson Soil and Water Conservation District, lead applicant and among Board of Athens County Commissioners, Partner for Athens County Home Park & Trails, Eligible Development Project Name.

Funding Amount Requested: \$1,839,933.19

Complete MOU on file in the Commissioners Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Munis Eddie Flaherty

Eddie Flaherty from Tyler Technologies joined via zoom to discuss the renewal contract for Munis. The quote is for a maintenance plan which would start 04/01/2024 and end 03/31/2025 for several services. Clerk Rockhold and Auditor s Office employees Tammi Goegelein and Brandi Sanders will review the list of services to adapt to meet the needs of the county, as all programming offered is not being utilized. Mr. Flaherty stated there is Pace training that can be given to update employees on the Munis system. Clerk Rockhold and Auditors Office staff will participate in a phone call with Mr. Flaherty today to discuss training and determine what program modules in Munis are not being used.

Athens Hocking Recycling Center - COG

Crissa Cummings, Bruce Underwood and Andy Vogt addressed the board regarding the Athens Hocking Recycling Center. Athens Hocking Recycling Center would like to form a Council Of Government (COG) and would like the Commissioners to join as a member. The city of Athens accepted a bid from Rumpke to provide trash and recycling services which impact the Recycling Center tremendously. Commissioner Chmiel is willing to be a charter member to form the COG however Commissioner Adkins is not comfortable with a motion being made today due to unanswered questions of the liability that could be caused to the county. Ms. Cummings stated that Athens City is willing to be partner however they have not announced that publicly. There were Athens City residents in attendance, one of which voiced her displeasure with the city. Commissioner Eliason stated it makes more sense for the municipalities to form the COG as they are responsible for trash service but that is not a requirement of the county.

Ms. Cummings will provide the financial statements for the Commissioners to review via email.

Suspend Rules

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to suspend the rules and declare an emergency and add the following to the agenda:

Common Pleas transfer

Fund to Fund Transfer

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Common Pleas Transfer

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve a transfer as requested by Common Pleas Court of \$18,476.07 for the Attorney Fee line item at 1145-530215.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Fund to Fund Transfer

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the fund to fund transfer for Commissioners of \$2,898.38 from 001.1194.589000 Transfer Out to 016.2016.422101 Transfer In.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

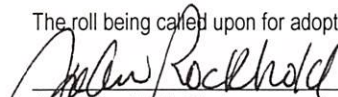
Budget Review

Commissioner Adkins stated that he would like to have time set aside for a thorough budget review as next years budget for General Fund will be very tight. One of Commissioner Adkins concerns is when the court system waives fines, whether it is a decision of the judge or the prosecutor, that causes money to be lost that would be paid into the General Fund.

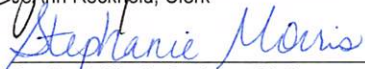
ADJOURN

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to adjourn the above meeting.

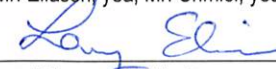
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.



JoAnn Rockhold, Clerk



Stephanie Morris, Assistant Clerk



Lenny Eliason, President



Chris Chmiel, Vice-President



Charlie Adkins



Jill A. Davidson
Athens County Auditor

DTE Form 140R
Revised 11/2022
R.C. §5705.01, 5705.03

CERTIFICATE OF ESTIMATED PROPERTY TAX REVENUE

Use this form when a taxing authority certifies a millage rate
and requests the revenue produced by that rate.

The County Auditor of ATHENS County, Ohio does hereby certify the following:

1. On November 28, 2023 the taxing authority of the Athens County certified a copy of its resolution or ordinance adopted November 28, 2023 requesting the county auditor to certify the current taxable value of the subdivision and the amount of revenue that would be produced by One-Quarter (0.25) mills, to levy a tax outside the 10-mill limitation for purposes pursuant to Revised Code § 5705.19 (Y), to be placed on the ballot at the March 19, 2024, Primary Election The levy type is an Additional.
2. The property tax revenue that will be produced by the stated millage, assuming the tax value of the subdivision remains constant throughout the life of the levy, is calculated to be \$ 319,000. *
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$ 1,343,066,680.
4. The millage for the requested levy is One-Quarter ** mills per \$1 of taxable value, which amounts to \$ 8.75 for each \$100,000 of the county auditor's appraised value.

Jill A. Davidson, Athens County Auditor

December 1, 2023

Date

* Estimate calculated based on a 5% delinquency and rounded to the nearest \$1,000 per instructions.

** Listed in whole mills per instructions; actually, reflects mills per \$1,000 of taxable value.

This Agreement is made as of the date set forth below between the County of Athens, acting by and through the Contracting Authority, and the Contractor in connection with the Project.

Project Number: 1121-118
Project Name: Courthouse Exterior Washington Street
Site Address: 1 S. Court Street
 Athens, Ohio 45701
 Athens County

Owner: Athens County
Owner's Representative: Lenny Eliason
Address: 15 S. Court Street
 Athens, Ohio 45701

Contracting Authority:
Project Manager:
Address:

Contractor: SF Restoration
Contractor's Principal Contact: Scott Faught
Address: 416 West D Street
 Wellston, Ohio 45692

Architect/Engineer ("A/E"): N/A
A/E's Principal Contact:
Address:

ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT

1.1 The Contractor shall perform and provide all of the Work described in the Contract.

ARTICLE 2 - COMPENSATION

2.1 The Owner shall pay the Contractor the Contract Sum for the Contractor's proper, timely, and complete performance of the Contract. The Contract Sum is \$65,000.00 subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

2.1.1 Base Bid:\$65,000.00
 00

ARTICLE 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

Construction Stage Milestone(s) to which Liquidated Damages apply	Contract Time	Projected Date (as of the date of this Agreement)
Substantial Completion of all Work	120 days	5/21/2024

3.1.1 The projected dates listed under "Projected Date (as of the date of this Agreement)" are provided only for convenient reference during consideration of the Agreement. The durations listed under "Contract Time" define the Contract Times and take precedence over the projected dates.

Each duration in the Contract Time column above must be calculated from the anticipated date of the Notice to Proceed for the Work covered by this Agreement to the date that the milestone must be achieved. DO NOT insert durations calculated between interim milestones as this DOES NOT comply with the General Conditions.

1121-118

Courthouse Exterior Washington Street

ARTICLE 4 - KEY PERSONNEL

4.1 The Contractor's key personnel for the Project are:

- 4.1.1 Scott Faught, Project Manager;
- 4.1.2 Scott Faught, Lead Scheduling Engineer;
- 4.1.3 Scott Faught, General Superintendent.

Edit the above list as appropriate for the Project.

4.2 The Contractor's key personnel are authorized to act on the Contractor's behalf with respect to the Project and all matters concerning the Project.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Effectiveness.

5.1.1 It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the Owner's appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the Athens County Board of Commissioners, or other applicable approving body.

5.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the Owner gives the Contractor written notice that such funds are available from the Owner's funding source.

5.1.3 Subject to Section 5.1.1, the Contract shall become binding and effective upon execution by the Contracting Authority, Owner, Contractor, and Athens County Prosecuting Attorney.

5.1.3.1 If the Contractor is a joint venture, (1) each individual joint venturer shall (a) sign the Agreement in its own name and (b) be a party to the Contract, and (2) the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

5.1.3.2 If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to (1) sign the Agreement in its own name and (2) be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

5.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.2 Representations.

5.2.1 The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

5.2.2 The Contractor hereby certifies that neither the Contractor nor any of the Contractor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

5.2.3 The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

5.2.4 The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

COMMISSIONERS' JOURNAL 118 ATHENS COUNTY, December 5, 2023 PAGE 487

5.2.5 The Contractor warrants that only those who understand Executive Order 2023-02D regarding the prohibition of purchases from or investment in a Russian institution or company and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

5.2.6 During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form (a page in its Bid Form), the Contractor must complete and submit a revised Affirmation and Disclosure Form.

5.2.7 Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

ARTICLE 6 - Enumeration of Documents

6.1 The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, Contracting Definitions, General Conditions, Supplementary Conditions if any, Bid Form, Wage Rate Requirements, Bid Guaranty and Contract Bond or Performance and Payment Bond, and Change Orders if any.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

S F Restoration

CONTRACTING AUTHORITY

Signature	Signature
Scott Faught	Lenny Eliason
Printed Name	Printed Name
Owner	President
Title	Title

ATHENS COUNTY PROSECUTOR
Approval as to Form

Signature	Keller T. Blackburn (New)
Printed Name	Keller T. Blackburn (New)
Title	
Date	11/28/23

END OF DOCUMENT

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

S F Restoration

CONTRACTING AUTHORITY

Signature	Signature
Scott Faught	Lenny Eliason
Printed Name	Printed Name
Owner	President
Title	Title

ATHENS COUNTY PROSECUTOR
Approval as to Form

Signature	
Printed Name	
Title	
Date	

END OF DOCUMENT



Estimate

Date	Estimate #
11/19/2023	967

Name / Address:
Athens County Courthouse,
U.S. Court Street,
Athens, OH 45701

Description	Qty	Rate	Total	Project
Athens County Courthouse, U.S. Court Street, Athens, OH 45701				
Area and rock-spoor area indicated on pictures				
Patch sandstone that's embedded on pictures				
Grout and rework joints in sandstone as needed				
Replace sandstone pieces indicated on pictures				
Prevent water and seal corner from top to bottom				
Remove any cracked or spalled brick				
Final clean				
Building will be accessed by man lift				
Estimate		7,500.00	7,500.00	
Materials and Labor		57,500.00	57,500.00	
Total			\$65,000.00	

Subject: <u>ATHENS BYPASS</u>	Section: FIRE SOG Number: SOG-4.05F	
Effective Date:	Revision Date: 12/01/2023	Review Date: 08/14/2023
Approval Authority Title and Signature: Director: <i>Teresa Forta-Amler</i>		Page: 1 of 2

PURPOSE:

The Athens County Emergency Communications shall ensure that a dual response on the Athens Bypass involving a fire emergency or injury accident has occurred.

PROCEDURE:

Dual Response:

On all Athens Bypass incidents requiring fire response (crashes, car fires, etc.), use the following procedures to produce a joint response:

1. Tone Athens City/Richland Volunteer Fire Department, simultaneously
2. Teamwork is recommended to get both departments alerted at the same time
3. **Active Alerts are required for both departments**

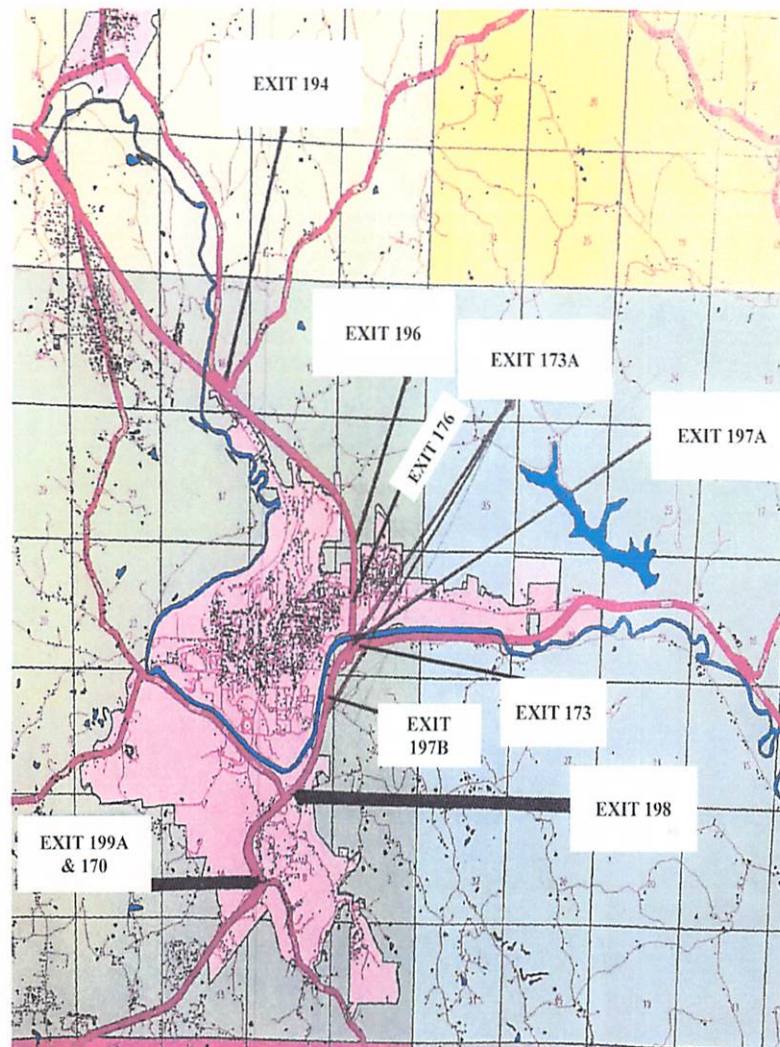
The "Bypass" area includes US50/SR32 from Blackburn Road on the west to the East State St/US50 split on the east, and US33 from the Richland Ave exit ramp on the south to the Columbus Rd/US33 intersection on the north, including all on and off ramps.

Athens Bypass Exits: (See Map on Page 2)

- Exit 194- US33/SR13/ St Rte 550-Columbus Rd./Amesville
- Exit 196-US33/E.State St.
- Exit 197A-US33/SR50/SR32-Belpre/Parkersburg
- Exit 197B-SR32/US50-Stimson Ave/Rock Riffle Rd
- Exit 173A-SR32/US50-Stimson Ave CR25/Roundabout
- Exit 173-E. State St/Columbus off SR 50W!
- Exit 198-SR32/US50 @ SR682
- Exit 199A-SR32/US50/US33@ Richland Ave towards Chillicothe/Cincinnati
- Exit 170-US 33/Pomeroy/Richland Ave exit
- Exit 176-E State St/off Rt 50/32E

The Bypass (US50) extends to the East End of Athens to the Dow Lake Dam Entrance

❖ A Bypass Resource Book will be maintained in the Communications Center. This book includes photos of the exits.



Subject: <u>EVACUATION POLICY</u>	Section: GENERAL SOG Number: SOG-1.19G	
Effective Date:	Revision Date: 12/01/2023	Review Date: 12/1/2023
Approval Authority Title and Signature: Director: <i>Teresa Forta-Amber</i>		Page: 1 of 5

PURPOSE:

The purpose of this policy is to establish guidelines for safe and efficient evacuation of the Public Safety Answering Point (PSAP) facility. When an emergency such as a fire, bomb threat, natural disaster or the release of hazardous materials threatens the lives or personal safety of communications personnel, a complete or partial evacuation of the PSAP may be necessary. In the interest of maintaining 911 call answering services and retain the ability to quickly resume emergency service dispatch operations, the following policy exists.

POLICY:

It is the policy of the Athens County Emergency Communications Center to provide the best possible service to the County of Athens. This includes continuity of operations during an emergency when the evacuation of the Communications Center is necessary.

PROCEDURE:

When to Evacuate

When it is deemed necessary to evacuate the primary 911 Communications Center located at 13 W. Washington Street Athens, Ohio, all 911 Center personnel will relocate to one of the backup sites. An evacuation will be considered for any situation that puts the 911 Center out of service or in danger that it cannot safely and effectively operate at the primary location.

The first option to consider is the Backup Communications Center within the Ohio University Police Department and the Peach Ridge Rd tower site. If relocation to the OUPD or Peach Ridge Rd tower site is not possible due to the nature of the emergency, the facilities at the Hocking County 9-1-1 Communications Center at 52 E. 2nd Street Logan, Ohio will be used.

With approval from the Director of Communications, **ONLY IF THERE IS TIME TO DO SO**, staff may transport themselves in personally owned vehicles. The staff is to use their judgment and if necessary, evacuate the Center and contact the Director of Athens County 9-1-1 while en route or as soon as arriving at the temporary PSAP. If needed, a request may be made to the Athens County Sheriff's Office (ACSO) for transportation assistance. There are two evacuation conditions, Immediate and Staged.

Immediate Evacuation

This calls for the evacuation of all staff without delay due to imminent threat. An example would be the building filled with smoke. ALL personnel must evacuate at once. Dispatch personnel will activate the emergency call transfer button to immediately forward all calls to the Hocking County 9-1-1 Communications Center. If possible, take a screenshot of the last available CAD screen highlighting officer activity at the time of the evacuation.

If evacuation is due to a bomb threat, DO NOT transmit on mobile/ portable radio equipment during the evacuation or within 300 feet of the building.

Staged Evacuation

This consists of current staff being transported in two groups to allow uninterrupted emergency service. If it is safe to do so, a staged evacuation will take place. An example would be water damage or partial equipment failure. When personnel at the backup site have the Backup 911 Center staffed and online, the designated supervisor (or senior dispatcher) will contact the primary Center and advise the primary 911 Center to contact Frontier to redirect the lines or the emergency call transfer button. Once this has occurred, the remaining staff will be transported to the backup site.

During a staged evacuation, the on-duty supervisor (or senior person) will remain with staff at the primary 911 Center, while the 9-1-1 Coordinator (if available) or senior person becomes the supervisor of the primary evacuating group charged with setting up the secondary location.

Anytime an alarm or emergency condition affects the building, the on-duty supervisor or senior person must stay in close contact with the Incident Commander to ensure all available facts regarding the incident are known to aid in the evacuation decision.

Evacuation Notifications

Upon the need to evacuate, the on-duty supervisor or senior person will determine and execute the appropriate evacuation procedure, making the required initial notifications, including The Evacuation Checklist located on the Bulletin Board in the Communications Center.

1. Notify the Director of Communications, who will notify additional administrative personnel as needed.
2. OUPD Dispatch Center advising of the impending evacuation
3. Athens County Emergency Management Agency-EMA

Dispatchers will announce the evacuation on all primary channels, "Dispatch is beginning (specify staged or immediate) evacuation due to (state nature briefly). "Emergency Traffic Only." This alerts the units of the situation and tells them they must limit support call-ins. Even during a staged evacuation, staffing will be very minimal. The responsible LE/Fire/EMS supervisors must begin to track the on-duty units until further notification.

Once all Backup Center positions are staffed and operational, dispatchers shall notify all agency commands that the relocation is complete and broadcast over all primary channels that service is now active from the Backup 911 Center.

Evacuation Equipment

The predetermined Evacuation Kit consists of materials necessary for off-site operations. All kits in a case that we can grab and go in the event of an evacuation of the Communications Center. It contains the following items:

1. Current employee telephone lists,
2. CAD, scratch pad printouts,
3. Misc. Office supplies: pens, scissors, sticky notes, paper clips, etc.
4. County and City map
5. Notebooks
6. Copy of the Rolodex
7. Flashlight
8. 2 laptops with the Wave Radio System
9. Medical kit
10. 2 Portable Radios and backup batteries assigned to the Communications Center.
11. List of Radio Channels
12. Tape
13. List of Passwords
14. Hard Copy of Standard Operating Procedures
15. A couple of bottles of water
16. Power Strip

Since not all situations may be anticipated, these backup plans may be adapted as the emergency develops.

Return to Normal Operations

Before returning to normal operations, the Communications Center should be thoroughly assessed to ensure that personnel are safe to return. If the event was an infrastructure incident, all technical contractors should determine their equipment for operational functionality. When the Communications Center has been evaluated, and all components are in normal working order, the authorization to return to normal operations will be given.

On Duty Supervisor will:

- Notify designated staff to return to Communications Center
- Ensure staffing of a backup site until the Communications Center is prepared to resume normal operations
- Notify the telephone company and, when appropriate, activate normal routing of 9-1-1 trunks and other emergency phone lines
- Notify the radio contractor
- Notify other PSAPs of return to normal operations and resumption of direct lines
- Reverse alternate routing of Law Enforcement Terminals
- Notify Nuclear facilities of return to normal operations

- Confirm routing of emergency calls and ability to communicate with emergency responders
- Release off duty Telecommunicator

Evacuation Checklist

On-Duty Supervisor/Senior Dispatch
(Initial Checklist once completed)

- ____ Notify Director (Only If there is time to do so)
- ____ Announce Evacuation on all primary channels
- ____ Notify Back-up PSAP/OUPD (740) 593-1911. Hocking 9-1-1 (740) 385-3000
- ____ 911 alternate/abandonment routing procedure dispatch personnel to OUPD and the Peach Ridge Rd Tower Site.
- ____ Screen shot of CAD screen highlighting officer activity. (If there is time to do so)
- ____ Grab the Evacuation kit backpacks in the supply room. One for each group
- ____ Grab the 911 cell phones and charging cords/plugs, EMD flip charts, Athens City Fire Key Holder binder, EMS duty roster, juvenile intake, and C1 on call rosters.
- ____ Notify Frontier to redirect the 9-1-1 Trunks (877)245-3511 ID# 41020
- ____ Notify Athens County Emergency Management (740) 594-2261
- ____ Notify off Duty Staff
- ____ Account for personnel
- ____ Maintain close communication with the Incident Command
- ____ Notify Director of all updates during the evacuation

Return to Normal Operations Checklist

On Duty Supervisor/Senior Dispatcher

- ____ Assign staff to return to the Communications Center.
- ____ Ensure staffing of the backup site until the Communications Center is prepared to resume normal operations.

- ____ Notify Frontier to activate 9-1-1 trunks and emergency lines.
- ____ Priority Radio canceled the announcement on all primary channels.
- ____ Ensure all emergency responders are notified
- ____ Notify the Emergency Management Agency (EMA)
- ____ Confirm routing of 9-1-1 calls and ability to communicate with responders.
- ____ Radios/pagers tested.
- ____ Staff Accounted for and assigned or released.



**SUPPLEMENTAL EASEMENT
& RIGHT OF WAY**

Eas. _____

THIS SUPPLEMENTAL EASEMENT AND RIGHT OF WAY, made this _____ day of _____, 20____, by between Board of Commissioners, Athens County, Ohio, (hereinafter called, "Grantor", whether one or more) and Ohio Power Company, a unit of American Electric Power, an Ohio corporation, whose business address is 700 Morrison Rd, Gahanna, Ohio 43230 (hereinafter called, "Grantee").

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, the Grantor and the Grantee hereby agree to supplement and amend that certain Deed of Easement granted to The Southern Ohio Electric Company by A. L. Snodden and Maggie E. Snodden, his wife, and said easement being recorded in Deed Book 170, Page 352 on July 22nd, 1937; Columbus and Southern Ohio Electric Company by A. L. Snodden and Maggie E. Snodden, his wife, and said easement being recorded in Deed Book 198, Page 46 on July 26th, 1948; and Columbus and Southern Ohio Electric Company by Ivan Blauer, Sr. and Alice D. Blauer, his wife, and said easement being recorded in Deed Record Volume 312, Page 377 on December 13th, 1972, affecting certain parcels of land situated in the Township of Athens, County of Athens, State of Ohio, Section 26, Town 9, Range 14, Farm Lots 121 and 122. (hereinafter referred to as the "Easement").

- 1. The Easement as initially recorded shall remain in full force and effect, but the terms and conditions are superseded and supplanted as follows:

Grantor grants and conveys with general warranty covenants to Grantee, its successors, assigns, lessees, licensees and tenants, a right of way and easement, "Easement" for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in the Township of Athens, County of Athens, State of Ohio, Ohio Company Purchase, Lease Lot 121, Section 26, Town 9, Range 14, Containing 0.032 acre parcel of land as described in Official Record Book 562, Page 465 of the Athens County Recorder's Office (Parcel # A010010052301).

The easement shall be 40 feet wide, lying 20 feet on each side of the facilities as constructed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location subject to approval of Grantor which shall not be unreasonably withheld.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

- 2. This Supplemental Easement and Right of Way is being granted for the purpose of defining the new Easement corridor along Radford Road.
- 3. This indenture shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective representatives, heirs, successors, assigns, lessees and licensees.

[REMAINDER OF PAGE INTENTIONALLY BLANK: SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW.]

WITNESS, Grantor(s) signed this Easement on the 5TH day of December, 2023.

Board of Commissioners, Athens County, Ohio

By: [Signature]
 Print Name: Lenny ELIASON
 Its: Authorized Signer

STATE OF Ohio }
 COUNTY OF Athens }

The foregoing instrument was acknowledged before me this 5 day of December, 2023, by Lenny ELIASON, Authorized Signer for Board of Commissioners, Athens County, Ohio, on behalf of the board.

[Signature]
 Notary Public
 Notary Printed Name: Benjamin A. Nelson
 My Commission Expires: 12.27.26

[REMAINDER OF PAGE INTENTIONALLY BLANK: SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW.]

IN WITNESS WHEREOF the said Grantee has hereunto set _____ hand(s) this _____ day of _____, 20 _____.

GRANTEE:
OHIO POWER COMPANY
 By: _____
 Brandi D. Scott
 Supervisor, Distribution Right of Way
 Ohio Power Company
 Authorized Signer

STATE OF OHIO,)
 COUNTY OF FRANKLIN)

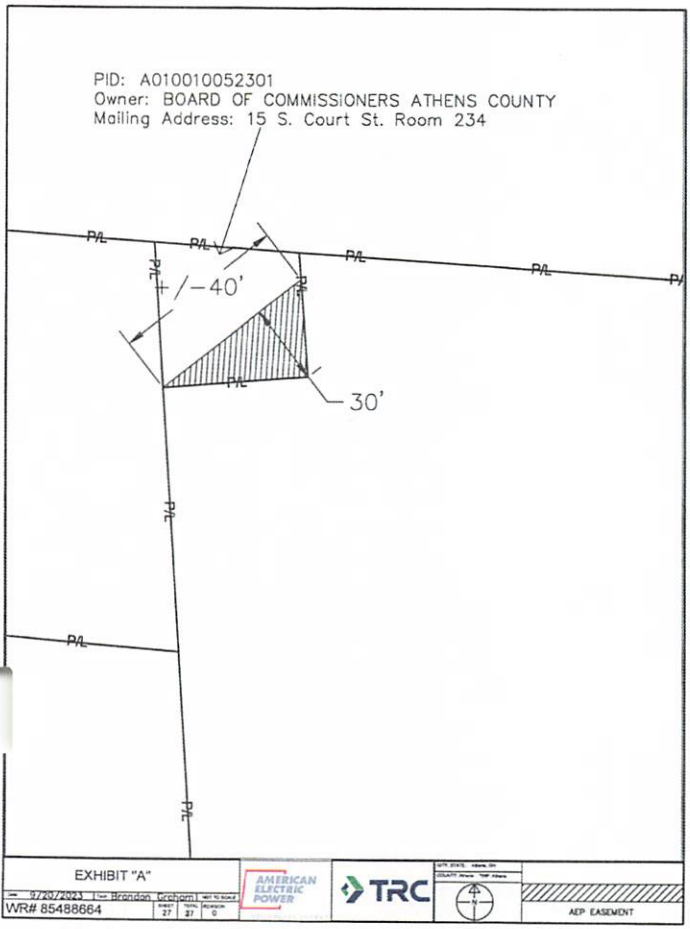
The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by Brandi D. Scott, Supervisor, Distribution Right of Way of Ohio Power Company, Authorized Signer for Ohio Power Company, an Ohio corporation, on behalf of the corporation.

 Notary Public

 Notary Printed Name

 My Commission Expires _____

Easement prepared by Ohio Power Company **CALL BEFORE YOU DIG !!!** ORC/ML W003603501
 Address: Radford Road, Athens OH 45701 Dwg. No. 85488664





An AEP Company

BOUNDLESS ENERGY

TREE REMOVAL TRIM ONLY AGREEMENT

Whereas, this agreement is entered into 5 day of December, 2023 by Athens County Board of Commissioners (hereinafter referred to as Board of Commissioners (last name), and Ohio Power Company (hereinafter referred to as AEP Ohio).

Therefore, The Athens County Board of Commissioners own land situated at Radford Road, Athens, OH 45701, Ohio, Parcel ID# A010010052301

Location of Property: Radford Road, Athens, OH 45701

Detailed Description of Work: Remove and clear any trees and undergrowth located within the right of way.

Special Instruction or Additional Work (Notes for Forestry):

I, the undersigned, understand the above-described work shall be performed on my property. This work is necessary to obtain required clearance between trees and brush and the electric lines in order to provide safe, reliable electric service. It is also understood and agreed upon that an independent contractor will perform the work for American Electric Power (AEP Ohio) and without expense to the property owner.

By: [Signature] Lenny ELIASO Date 12/5/23
Owner (Grantor) Signature Print Name

By:
Owner (Grantor) Signature Print Name Date

Ohio Power Company/or Representative

By: [Signature] Printed Name: Ben Abell

Company Name: AEP Date: 12-5-23

Work Order # W003603501 Work Request # 85488664