

REGULAR SESSION

Agenda

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session March 26, 2018, with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

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

**Athens County Board of County Commissioners
Meeting Agenda for March 26, 2018 - Convenes at 9:30 a.m**

Approve Agenda
Approve Minutes from March 15, 2018
Approve Bills

~NEW FUND & LINE ITEM REQUESTS/CHANGES

Law Library - Parking
Expenditures 311.3352.560400 Parking

~APPROPRIATIONS

SEPTA
\$242.00 into 837.7730.530106 Communication Expenses
\$4,000.00 into 837.7370.523100 Unemployment Expenses

~TRANSFERS

Athens Soil & Water Conservation Dist.
\$113,437.00 from 001.2155.560610 Grant Soil Conservation to 651.0625.422105 Co. Portion-Soil Cons..

Law Library
\$800.00 from 311.3352.510200 Salaries, into 311.3352.560400 Parking

09:30 Rick Calles - EMS Chief
09:45 DJFS - Scott Zielinski
09:50 Jessie Powers, Co. Planner
10:00 - 10:15 Felicia Mettler - Injection Wells for Athens County Senate Bill 50
10:45 Eddie Smith, Athens Twp.
11:00 Jeff Maiden, County Engineer
11:15 Nathan Simons - HAPCAP - Request for Environmental Review/Nelsonville Public Hearing

~ AGENDA ITEMS

ATHENS TOWNSHIP, ATHENS COUNTY, OHIO

RESOLUTION TO AUTHORIZE MEMORANDUM OF UNDERSTANDING FOR
SHARED SERVICES FOR MANAGING THE HOCKHOCKING ADENA BIKEWAY

RESOLUTION NO. 03-27-2018A

WHEREAS, citizens of the Township of Athens benefit from the Hockhocking Adena
Bikeway;


NOW, THEREFORE BE IT RESOLVED BY THE TRUSTEES OF THE ATHENS
TOWNSHIP BOARD OF TRUSTEES, ATHENS COUNTY, OHIO, that the Board of Trustees
authorizes the Memorandum of Understanding presented in Exhibit A.

APPROVED:

ATTEST:


Ted Linscott, President
Date: 3/27/18


Brenda Cox, Fiscal Officer


Steve Pleson
Date: 3/27/18


Eddie Smith
Date: 3/27/18

Yea

Utility Permit
Tax Incentive Review
Group Retro Insurance
Athens Beautification Day

~TRAVEL

Planner/Comm.
Jessie Powers - NACo Creative Placemaking Training - Des Moines, Iowa - March 28 - 30, 2018
Commissioner Chmiel - NACo Creative Placemaking Training - Des Moines, Iowa - March 28 - 30, 2018

DJFS
Scott Zielinski, Dir. - Fiscal Cert. Training Presentation - Mar. 30, 2018 - Columbus, OH
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes from March 15th, 2018.
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

Minutes

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the payment of the required County Bills, which are included in the list of the ACCOUNTS PAYABLE CHECK REGISTER - Athens County, Date: March 26, 2018 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.

Bills

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following New Fund & Line Item Requests/Changes, Appropriations & Transfers:

New Fund & Line Item Requests/Changes,
Appropriations & Transfers

~NEW FUND & LINE ITEM REQUESTS/CHANGES
Law Library - Parking
Expenditures 311.3352.560400 Parking

~APPROPRIATIONS
SEPTA
\$242.00 into 837.7730.530106 Communication Expenses
\$4,000.00 into 837.7370.523100 Unemployment Expenses

EXHIBIT A
MEMORANDUM OF UNDERSTANDING

SECTION 1 – PURPOSE OF MEMORANDUM

The purpose of this Memorandum of Understanding is to establish an agreement for shared services and responsibilities performed by both the Township of Athens and the County of Athens for management of the Hocking Adena Bikeway (Bikeway).

SECTION 2 – SERVICES PROVIDED BY THE TOWNSHIP OF ATHENS

The Township of Athens will provide equipment and services for controlling the growth of brush, limbs, and small trees along the Bikeway. These services will include the provision of a boom rotary mower and boom rotary mower operator employed by the Township, for no more than forty hours during each even numbered year, and for the purpose of cutting brush, limbs, and small trees less than two inches in diameter along the Bikeway.

Service Locations

The Township of Athens will provide these services and equipment to cut all reasonable brush, limbs, and small trees within a height of fifteen feet and within the space bounded by the constructed Bikeway and the lesser of either:

1. The edge of the Bikeway embankment; or,
2. Six feet from the edge of the constructed Bikeway;

The Township of Athens will provide these services and equipment to cut all reasonable brush, limbs, and small trees along the following distances of the Bikeway:

1. Along the ten-and-one-half mile distance of the Bikeway between the bridge at the Hocking River located at the five-mile marker, and the bridge at Minkers Run located approximately two hundred feet north of the fifteen-and-one-half mile marker; and,
2. Along the one-thousand-foot distance of the Currier Street Bikeway junction between the bridge at the Hocking River located at the five-mile marker, and the end of the junction terminating at Currier Street in the City of Athens; and,
3. Along the two-thousand-two-hundred-and-fifty-foot distance of The Plains Bikeway junction between Wyngate Drive in The Plains, and the intersection of the Bikeway junction and the Bikeway located approximately two hundred feet north of the seven-mile marker.

The Township of Athens will not assume responsibility for providing these services and equipment beyond the above described locations.

Service Schedule

The Township of Athens will provide no more than forty hours of service during each biannual service period, during a week scheduled and agreed upon by the Township and the County that

ATHENS COUNTY, OHIO


RESOLUTION TO AUTHORIZE MEMORANDUM OF UNDERSTANDING FOR
SHARED SERVICES FOR MANAGING THE HOCKHOCKING ADENA BIKEWAY

RESOLUTION NO. _____

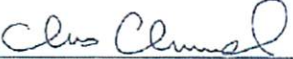
WHEREAS, citizens of the Township of Athens benefit from the Hocking Adena Bikeway;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS OF THE ATHENS COUNTY BOARD OF COMMISSIONERS, ATHENS COUNTY, OHIO, that the Board of Commissioners authorizes the Memorandum of Understanding presented in Exhibit A.

APPROVED:


Lenny Elason, President
Date: 4-2-18


Charlie Adkins
Date: 3-29-18


Chris Chmiel
Date: 4-2-18

~TRANSFERS

Athens Soil & Water Conservation Dist.

\$113,437.00 from 001.2155.560610 Grant Soil Conservation to 651.0625.422105 Co. Portion-Soil Cons..

Law Library

\$800.00 from 311.3352.510200 Salaries, into 311.3352.560400 Parking

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the agreement between EMS and Medicount Management, Inc., for EMS Billing Services. Advertising for RFPs were done in February, 2018.

EMS Medicount Agrmt. EMS Billing Services

CLIENT SERVICES AGREEMENT

This Agreement is made and entered into as of the 26th day of March, 2018 by and between Medicount Management, Inc. ("Medicount") and ATHENS COUNTY EMERGENCY MEDICAL SERVICES, ATHENS COUNTY, OWO ("EMS Agency"). WHEREAS, EMS Agency provides emergency medical services ("EMS Services"); and WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EMS Services according to the terms and conditions contained in this Agreement. NOW, THEREFORE, it is agreed between the parties as follows:

1. Billing Services. Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EMS Services. As the billing agent, Medicount will provide all billing services on behalf of EMS Agency for the EMS Services and will manage the accounts receivable for the EMS Services (collectively, the "Billing Services"). Such Billing Services shall include those services described in Exhibit A attached hereto, as the same may be modified from time to time.

2. EMS Agency Obligations. EMS Agency will use Medicount as its exclusive billing agent. To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will, at a minimum fulfill the obligations outlined in Exhibit B attached hereto, as the same may be modified from time to time.

· 3. Compensation.

a. In exchange for the provision of the Billing Services, Medicount shall receive (i) a base rate fee for the first year equal to 5.00% of the Net amount collected by Medicount and/or EMS Agency for the EMS Services, (less refunds or "take-backs") and for years two, three and four 6.00% of the Net amount collected, but not including any deductions incurred by Medicount or EMS Agency for expenses and/or processing fees in collecting the monies owed for the EMS Services, plus (ii) any additional fees set forth herein or in any exhibit

complaints related to the condition or management of the Bikeway, including the growth of brush, limbs, and small trees.

SECTION 7 – TERM OF MEMORANDUM

Unless terminated under Section 8 of this agreement, this memorandum will remain in effect for a period of ~~ten years~~ ending December 31, 2028. *6 years 2024* 

SECTION 8 – TERMINATION OF MEMORANDUM

This memorandum can be terminated by either party through Board resolution. In the event of termination, the terminating party will provide no less than sixty days notice to the other party before the bi-annual service period.

falls between the first day of March and the thirtieth day of April during each even numbered year. The Township of Athens will not provide services during odd numbered years.

SECTION 3 – ADDITIONAL RESPONSIBILITIES ASSUMED BY TOWNSHIP

Equipment Costs

The Township of Athens will assume all costs associated with maintenance, repair, replacement, and damage to the equipment described in Section 2 for providing services.

Insurance Coverage

The Township of Athens will maintain adequate general liability insurance coverage for heavy equipment operations, as well as accident insurance covering equipment operators employed by the Township.

SECTION 4 – COUNTY ASSISTANCE WITH SERVICES PROVIDED BY TOWNSHIP

During bi-annual service periods for brush, limb, and small tree cutting performed by the Township of Athens, the County of Athens will provide the following assistance:

1. Signage notifying Bikeway users of mowing activity ahead, posted along the Bikeway to the front and rear of the distance along which the Township boom rotary mower is in use; and,
2. A service vehicle and operator leading the Township boom rotary mower with flashing hazard lights; and,
3. A service vehicle and operator following the Township boom rotary mower with a broom attachment for removing debris from the Bikeway resulting from brush, limb, and small tree cutting; and,
4. A service vehicle and operator following the Township boom rotary mower and broom vehicle with flashing hazard lights.

SECTION 5 – PAYMENT ISSUED TO THE TOWNSHIP OF ATHENS

The County of Athens will issue a single payment to the Township of Athens in the amount of seven hundred dollars for the provision of services described in Section 2 of this memorandum during each biannual service period. Under no circumstance will the payment for services exceed seven hundred dollars during each biannual service period. Additionally, under no circumstance will the total payments exceed three thousand five hundred dollars during the term of this memorandum.

SECTION 6 – REMAINING RESPONSIBILITIES ASSUMED BY THE COUNTY OF ATHENS

Except for those responsibilities explicitly described to be provided by the Township of Athens in Section 2 and Section 3 of this memorandum, the County of Athens will continue to assume all remaining financial, legal, management, service, and customer responsibilities associated with the Bikeway, including but not limited to, mowing grass along the Bikeway, clearing debris from cutting services provided by the Township of Athens, and receiving and responding to all

or addenda attached hereto (collectively, the "Medicount Compensation").
Term. This Agreement shall commence upon the date first written above and shall continue for a period of Four (4) years (the "Term Commencement Date"). Thereafter, this Agreement shall automatically renew each year after that unless either party provides written notice one hundred eighty (180) days before the then applicable renewal date that such party does not desire to renew the contract for another term. This Agreement may also be terminated upon a material breach by either party under this Agreement if such breaching party fails to cure such default within ten (10) days of written notice of such default if such default is the non-payment of fees or sixty (60) days of written notice of default for any other material default. Full copy of agreement on file in Commissioners Office.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the request from Josh McClung for admittance into the Education Assistant Scholarship Program for this year, as recommended by EMS Chief Rick Callebs.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the part time, EMT hire of Rachel Fouts as recommended by EMS Chief Rick Callebs.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 9:37 with Rick Callebs, EMS Chief and Amber Pyle, EMS Assist. Chief, to discuss Property, Contract negotiations and Employee discipline.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 9:54.

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

~ Let the record reflect the following - No need for any discipline, nothing new on real estate, no new direction on labor negotiations.

~ DJFS Dir. Scott Zielinski - Update on Non Emergency Medical Transportation - The State is moving forward with a State brokered system. No changes can be made until July of 2019.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:00 with DJFS Dir. Scott

**EMS - Admittance into Scholarship Prgm.
Approved for Josh McClung**

**Award Rescinded at request of Recipient -
April 4th 2018 Meeting**

EMS - Part Time Hire Rachel Fouts Approved

**Executive Session w/EMS Chief Callebs
Discuss Property, Contract Negotiations
Employee Discipline**

**Regular Session - No Need for Discipline,
Nothing New re Real Estate, No new Direction
on Labor Negotiations**

DJFS - Update on Non Emerg. Transp.w/State

Exec. Sess. w/DJFS Dir. Discuss Employ. of

2018 Stone Bids

Diamond Stone (740) 698-2431	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Cantonville	Delivered Price Per Ton (Material & Freight) to Cantonville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coohville	Delivered Price Per Ton (Material & Freight) to Coohville
ODOT Item #304	15.75	4.00	19.75	5.00	20.75	6.50	22.25
#57 Aggregate	17.50	4.00	21.50	5.00	22.50	6.50	23.00
#8 Aggregate	17.50	4.00	21.50	5.00	22.50	6.50	23.00
ODOT Item #617	15.75	4.00	19.75	5.00	20.75	6.50	22.25
Limestone Dust	15.75	4.00	19.75	5.00	20.75	6.50	22.25
Rock Channel Protection - Type C	24.00	5.00	29.00	6.00	30.00	8.00	32.00
Rock Channel Protection - Type D	22.00	4.00	26.00	5.00	27.00	6.50	28.50

Clinton Stone (740) 936-4211	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Cantonville	Delivered Price Per Ton (Material & Freight) to Cantonville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coohville	Delivered Price Per Ton (Material & Freight) to Coohville
ODOT Item #304	13.00						
#57 Aggregate	15.50						
#8 Aggregate	15.50						
ODOT Item #617	13.00						
Limestone Dust							
Rock Channel Protection - Type C	18.50						
Rock Channel Protection - Type D	14.50						

Cochran Transp. (from Clinton) (740) 533-8906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Cantonville	Delivered Price Per Ton (Material & Freight) to Cantonville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coohville	Delivered Price Per Ton (Material & Freight) to Coohville
ODOT Item #304	13.00	5.50	18.50	6.60	19.50	8.30	21.30
#57 Aggregate	15.50	5.50	21.00	6.60	22.10	8.30	23.60
#8 Aggregate	15.50	5.50	22.00	6.60	23.10	8.30	24.60
ODOT Item #617	13.00	5.50	18.50	6.60	19.60	8.30	21.30
Limestone Dust	7.00	5.50	12.50	6.60	13.60	8.30	15.30
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Transp. (from Diamond) (740) 533-8906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Cantonville	Delivered Price Per Ton (Material & Freight) to Cantonville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coohville	Delivered Price Per Ton (Material & Freight) to Coohville
ODOT Item #304	15.75	3.00	18.75	4.00	19.75	5.60	21.55
#57 Aggregate	17.50	3.00	20.50	4.00	21.50	5.60	23.10
#8 Aggregate	17.50	3.00	20.50	4.00	21.50	5.60	23.10
ODOT Item #617	15.75	3.00	18.75	4.00	19.75	5.60	21.55
Limestone Dust	15.75	3.00	18.75	4.00	19.75	5.60	21.55
Rock Channel Protection - Type C							
Rock Channel Protection - Type D							

Cochran Transp. (from Enterprise) (740) 533-8906	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Cantonville	Delivered Price Per Ton (Material & Freight) to Cantonville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coohville	Delivered Price Per Ton (Material & Freight) to Coohville
ODOT Item #304		6.10		4.75		8.90	
#57 Aggregate		6.10		4.75		8.90	
#8 Aggregate		6.10		4.75		8.90	
ODOT Item #617		6.10		4.75		8.90	
Limestone Dust		6.10		4.75		8.90	
Rock Channel Protection - Type C				4.75		8.90	
Rock Channel Protection - Type D							

Elko Aggregate, LLC 740-894-7787	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Cantonville	Delivered Price Per Ton (Material & Freight) to Cantonville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coohville	Delivered Price Per Ton (Material & Freight) to Coohville
ODOT Item #304	13.50	5.50	19.00	7.00	20.50	6.50	20.00
#57 Aggregate	15.00	5.50	20.50	7.00	22.00	6.50	21.50
#8 Aggregate	15.00	5.50	20.50	7.00	22.00	6.50	21.50
#2 and #4 Aggregate	14.00	5.50	19.50	7.00	21.00	6.50	20.50
ODOT Item #617	13.50	5.50	19.00	7.00	20.50	6.50	20.00
Limestone Dust							
Rock Channel Protection - Type C	17.50	6.50	24.00	8.00	25.50	7.50	25.00
Rock Channel Protection - Type D							

Shady Materials (East Poltonham) 740-849-2538	Plant/Yard Price Per Ton (Material Only)	Trucking Cost Per Ton (Freight Only) to Cantonville	Delivered Price Per Ton (Material & Freight) to Cantonville	Trucking Cost Per Ton (Freight Only) to Redtown	Delivered Price Per Ton (Material & Freight) to Redtown	Trucking Cost Per Ton (Freight Only) to Coohville	Delivered Price Per Ton (Material & Freight) to Coohville
ODOT Item #304	12.50	9.75	22.25	7.50	20.00	12.25	24.75
#57 Aggregate	14.25	9.75	24.00	7.50	21.75	12.25	26.50
#8 Aggregate	15.25	9.75	25.00	7.50	22.75	12.25	27.50
ODOT Item #617	12.50	9.75	22.25	7.50	20.00	12.25	24.75
Limestone Dust	7.25	9.75	17.00	7.50	14.75	12.25	19.50
Rock Channel Protection - Type C	20.10	10.40	30.50	8.15	28.25	12.90	33.00
Rock Channel Protection - Type D	18.45	9.75	28.20	7.50	25.95	12.25	30.70

Zielinski to discuss employment of a public employee.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 10:06.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins accepting the resignation of Scott Zielinski as Executive Director, DJFS., effective date to be determined. He will stay on through the transition of a new hire.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to post the DJFS Executive Director position in house as well as advertise for one month.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing County Planner, Jessie Powers to open Bids for the ODNR Grant Funded Athens to Belpre Railtrail Crossroad Nature Trail, on Thursday, April 5th at 10:00 a.m.

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

~ Felicia Mettler - Concerned citizens - Injection Wells for Athens County SB50

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing The Resolution regarding SB50, previously supported and approved in February, along with supporting statements by concerned citizens, to be circulated through CCAO and sent to local Representatives, Senators, Governor Kasich, ODNR Director Zehringer OEPA Director Craig Butler:

RESOLUTION ATHENS COUNTY, OHIO

WHEREAS. the County Commissioners of Athens County. Ohio has found that host ing a class II injection well provides no known benefit to the community, no guarantees of compensation and no sustainable financial. business or community betterment opportunities for the County. Class II injection wells do not foster job growth: and

WHEREAS. in addition to the chemicals used in the well drilling and fractu ring processes. the United States Environmental Protection Agency has noted that radioactive materials have been found in "fairly high concentrations" in liquid waste associated with the oil/gas operations: and

WHEREAS. liquid hazardous waste from fracking and shale fuel extraction processes is known to contain toxic levels of contaminants. including unknown quantities of undisclosed chemical additives used in hydraulic fracturing fluid as well as contaminants from sources underground. Benzene. xylene, naphthalene, formaldehyde, cadmium, mercury, arsenic, total disso lved solids, and radioactive material, including radium 226 (at levels that may exceed 300 times permitted industrial effluent discharge levels and 3600 times drinking water standards). arc among the known contaminants. Companies engaging in the use of this drilling technique have not fully disclosed chemicals used, their concentrations and volume; and

WHEREAS, oil and gas industry toxic. radioactive waste is legally exempt from fede ral hazardous waste regulations and important portions of the

**Public Employee
Accept Resignation of DJFS Dir. Scott
Zielinski - Post DJFS Dir. Position In-House &
Advertise**

**Planner - Authorize Bid Opening for ODNR
Grant Belpre Railtrail - Thurs. April 5 @ 10:00**

**Resolution in Support of Senate Bill 50
Injection Wells**

2018 BITUMINOUS MATERIAL BID SHEET

BITUMINOUS MATERIAL	PLANT PICKUP PER GALLON	DELIVERED PER GALLON
RS-2	\$1.68	\$1.748
HFRS-2	\$1.68	\$1.748
SS-1H	\$1.80	\$1.868
CRS-2	\$1.68	\$1.748
CMS-2	\$1.73	\$1.798
MWS-80	\$1.68	\$1.748
MWS-150 SEALING	\$1.73	\$1.798
MWS-150 MIXING	\$1.85	\$1.918
MWS-300	\$1.90	\$1.968
PRIMER 20	\$2.80	\$2.868
MC-30	\$2.80	\$2.868
MC-70	\$2.80	\$2.868
MC-3000	\$2.60	\$2.668
AE-DP	\$1.60	\$1.668
PERMACOAT-250	\$3.15	\$3.218

BID FROM (SIGNATURE): John Kelly DATE 3/19/18

NAME OF COMPANY Asphalt Materials, Inc.

BILLING ADDRESS 13925 state Route 7 Marietta, Ohio 45750

PHONE# (740) 374-5100 FAX# (740) 374-5812

PLANT/ YARD LOCATION (FOR PICK-UP) 13925 State Route 7 Marietta, Ohio 45750

Safe Drinking Water Act and Clean Water Act. These toxic fluids are legally designated "non-hazardous" by virtue of these exemptions, but if tested, they would be deemed hazardous and would be required to be disposed of in Class I hazardous waste injection wells; and WHEREAS, in Ohio, Class II injection wells are poorly regulated, are not monitored for contaminant migration, and according to ODNR regulation can even be sited in wellhead protection areas; and even the fossil fuel extraction industry's engineers and scientists acknowledge that all wells eventually fail, many of them within a few years; and Class I injection wells in Ohio, which are built to stricter standards, have leaked high volumes of toxic substances into groundwater; and state and federal records reveal that during the years 2007 to 2010 one out of every six injection wells inspected failed mechanical integrity testing. ODNR has a long history of ignoring repeated, flagrant violations; and many existing Class II wells are old production wells not even built to the current inadequate state standards for injection. Our communities also face significant risk from truck accidents and spills; and

WHEREAS, Injection wells have caused earthquakes in Ohio with the largest including a 4.0 magnitude in Youngstown, Ohio. Earthquakes potentially associated with injection wells have also occurred in Washington County, Belmont County, Monroe County, Vinton County.

WHEREAS, due to the known and unknown risk factors of the injection of waste, and in the interest of protecting the public health, safety, and welfare, the Athens County Commissioners are in opposition to the continued use of existing class II wells as well as the issuance of any new permits issued for Class II wells.

NOW, THEREFORE, BE IT RESOLVED, the Athens County Commissioners join the ranks of citizens and municipalities in supporting Ohio Senate Bill 50, and opposing the injection of toxic oil and gas waste due to known and unknown risks and the potential irreparable harm to our community.

/s/ Lenny Eliason, President

/s/ Chris Chmiel, Vice President

/s/ Charlie Adkins

CC: Governor Kasich

ODNR Director Zehringer

OEPA Director Craig Butler

Local Rep(s)

Local Senator

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the following MOU as presented by Athens Twp. Trustee, Eddie Smith: Resolution No. 03-2732018A to Authorize an MOU for Shared Services for Managing the HockHocking Adena Bikeway, for up to \$700.00, pending an addition by the Commissioners. The purpose of this MOU is to establish an agreement for shared services and responsibilities performed by both the Township of Athens and the County of Athens for management of the Hockhocking Adena Bikeway.

**MOU Shared Services for Managing
HockHocking Adena Bikeway w/Athens Twp.**

ATHENS TOWNSHIP, ATHENS COUNTY, OHIO
RESOLUTION TO AUTHORIZE MEMORANDUM OF UNDERSTANDING FOR
SHARED SERVICES FOR MANAGING THE HOCKHOCKING ADENA BIKEWAY

REQUEST FOR RELEASE OF FUNDS (RROP) AND CERTIFICATION
FOR FEDERALLY FUNDED STATE PROJECTS

State of Ohio Development Services Agency
Office of Community Development

Pursuant to Section 104 (2) of Title I, Housing and Community Development Act of 1974, as amended; Section 288 of the Cleanroom Consumer National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

Part 1: General Information

1. CEO Naming, Responsible Entity name, and Mailing Address:	Adrian County Commissioners 15 South Court St., Adrian, Ohio 45701
2. Administering Agent name and Address:	Nathan Simons, CD Coordinator Hocking Adams Perry Community Action P.O. Box 22079 Columbus, Ohio 43216-1001
Phone: (740) 592-3219 Fax: (740) 594-8010	Phone: (740) 767-4500 Fax: (740) 767-2501
Ohio Development Services Agency Office of Community Development P.O. Box 1001 Columbus, Ohio 43216-1001 Phone: (614) 456-2285	

Part 2: Listing of Projects Requested For Release of Funds
Use the Activity, Project, and Grant below for which you are requesting the release of funds and removal of environmental grant conditions governing the use of the federal assistance.

Grant Agreement No.	Name of Project and Agreement (as listed in Grant Agreement A)	Activity No.	Use the Amount Budgeted for Each Activity	Location, as Designated in the Grant Agreement	Describe the entire (Aggregated) Project	Level of Development Findings: CE (Categorical Exclusion) EA (Environmental Assessment)
B-X-17-LAE-1	City of Hocking Sewer Facility Improvement	2-1	\$250,000	City of Hocking	Installation of 1150 linear feet of 8" PVC Sanitary Sewer, 2 standard precast manholes, 1 connection to existing manhole, 1 lift station with valve vault, 1 force main and connection to existing sewer main, and 1 new electrical service.	Environmental Assessment

Part 3: CEO Environmental Certification


With reference to the Projects identified on the reverse side of this form, I, the undersigned chief executive officer and certifying officer of the responsible entity, CERTIFY THAT: (Check items 4 and 5 below which require additional action.)

- The responsible entity has fully carried out the responsibilities for environmental review, decision-making, and action pertaining to the projects listed herein.
- The responsible entity has complied with the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements, and regulatory obligations of the laws cited in 24 CFR 59.4, 24 CFR 59.6, and applicable state and local laws.
- After considering the type and degree of environmental effects identified by the environmental reviews completed for the proposed projects described herein, I have found that the proposed (CHECK ONE) • DUE X AND NOT require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
- The responsible entity has, prior to submitting this request for the release of funds and continuation, published, in the manner prescribed by 24 CFR 59.4, a notice to the public in accordance with 24 CFR 59.70 and as evidenced by the attached copy. **ATTACH COPIES OF ENVIRONMENTAL NOTICE**
- The dates for all statutory and regulatory time periods for review, comment, or other action are in compliance with the procedures and requirements of 24 CFR Part 59. The following provides a summary of critical dates:
ADDITIONAL ACTION REQUIRED FOR REVIEW, COMMENT, OR OTHER ACTION:

Categorically Excluded Projects	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Collection Period	Type of Other Notices
N/A	N/A	N/A	N/A	N/A	N/A

Environmental Assessment Projects	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Collection Period	Type of Other Notices
March 9, 2018	March 23, 2018	March 29, 2018	April 12, 2018	Flood Plain Notices 8-1-1/18/18	

- I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 59.4 but of which I have been assumed by the responsible entity.
- By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and action regarding environmental assessment, decision-making, and action that have been assumed by the responsible entity.
- By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and action regarding environmental assessment, decision-making, and action that have been assumed by the responsible entity.
- I am authorized to and do accept, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, to my capacity as certifying officer of the responsible entity.

Signature	President, Adams County Board of Commissioners	Date
		3/28/18

NOTARIZATION: Section 1001 of Title 18 of the United States Code and the Certified Procedures shall apply to this certification. This is provided, among other things, that no power knowingly make or cause a document or writing, including any letter, minutes, or financial statement or entry, in any manner which the jurisdiction of any department or agency of the United States, shall be filed not more than \$10,000 or expounded not more than 5 years or both.

RESOLUTION NO. 03-27-2018A

WHEREAS, citizens of the Township of Athens benefit from the Hockhocking Adena Bikeway;
NOW, THEREFORE BE IT RESOLVED BY THE TRUSTEES OF THE ATHENS
TOWNSHIP BOARD OF TRUSTEES, ATHENS COUNTY, OHIO, that the Board of Trustees
authorizes the Memorandum of Understanding presented in Exhibit A.

APPROVED: ATTEST:

tE~.LG~ Brenda Cox, Fiscal Offi ~

Date: 3/27 /1 Z

ATHENS COUNTY, OHIO

RESOLUTION TO AUTHORIZE MEMORANDUM OF UNDERSTANDING FOR
SHARED SERVICES FOR MANAGING THE HOCKHOCKING ADENA BIKEWAY
RESOLUTION NO.

WHEREAS, citizens or the Township of Athens benefit from the Hockhocking Adena
Bikeway;

NOW, THEREFORE BE IT RESOLVED BY THE COMMISSIONERS OF THE
ATHENS COUNTY BOARD or COMMISS IONERS, ATHENS COUNTY, OHIO, that the
Board of Commissioners authorizes the Memorandum of Understanding presented in Exhibit A.

APPROVED:

Lenny Eliason, President

Date: 4-2-18

Chris Chmiel

Date: 4-2-18

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

SECTION 1- PURPOSE OF MEMORANDUM

The purpose of this Memorandum of Understanding is to establish an agreement for shared
services and responsibilities performed by both the Township of Athens and the County of
Athens for management of the Hockhocking Adena Bikeway (Bikeway).

SECTION 2- SERVICES PROVIDED BY THE TOWNSHIP OF ATHENS

The Township of Athens will provide equipment and services for controlling the growth of
brush, limbs, and small trees along the Bikeway. These services will include the provision of a
boom rotary mower and boom rotary mower operator employed by the Township, for no more
than forty hours during each even numbered year, and for the purpose of cutting brush, limbs,
and small trees less than two inches in diameter along the Bikeway.

Service Locations

The Township of Athens will provide these services and equipment to cut all reasonable brush,
limbs, and small trees within a height of fifteen feet and within the space bounded by the
constructed Bikeway and the lesser of either:

1. The edge of the Bikeway embankment; or,
2. Six feet from the edge of the constructed Bikeway;

The Township of Athens will provide these services and equipment to cut all reasonable brush,
limbs, and small trees along the following distances of the Bikeway:

- (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
- (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

C. CCAOSC shall:

- (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
- (2) file or cause to be filed all necessary applications with OSWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
- (3) perform such additional duties as are required of it by this Agreement.

D. The Participant shall:

- (1) join and participate in the CCAO Group Retrospective Rating Plan; and
- (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OSWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OSWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OSWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OSWC resulting from subsequent rate revisions.

It is understood that the OSWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OSWC to the developed losses incurred by the participants during the policy year. It is also understood that the OSWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 30 months, and 48 months.

In the course of the OSWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund for the difference. However, if the total developed losses exceed the total premiums paid to OSWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by the group Executive Committee. For each evaluation period, payment of refund or notice of assessment to each Participant will be made by the OSWC pursuant to OSWC rules and procedures.

**COUNTY COMMISSIONERS ASSOCIATION OF OHIO
WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING
PLAN AGREEMENT**

THIS AGREEMENT, dated as of March 24, 2018, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and ATHENS COUNTY ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAOC Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Retrospective Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

A. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:

- (1) CCAO was created more than two years prior to the date of application for Group coverage.
- (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio
- (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.

B. The Participant represents and warrants as follows:

- (1) It is a member in good standing of the County Commissioners' Association of Ohio.
- (2) It has an Ohio Bureau of Workers' Compensation ("OSWC") policy number for counties and its account with OSWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.

1. Along the ten-and-one-half mile distance of the Bikeway between the bridge at the Hocking River located at the five-mile marker, and the bridge at Minkers Run located approximately two hundred feet north of the fifteen-and-one-half mile marker; and,
2. Along the one-thousand-foot distance of the Currier Street Bikeway junction between the bridge at the Hocking River located at the five-mile marker, and the end of the junction terminating at Currier Street in the City of Athens; and,
3. Along the two-thousand-two-hundred-and-fifty-foot distance of The Plains Bikeway junction between Wyngate Drive in The Plains, and the intersection of the Bikeway junction and the Bikeway located approximately two hundred feet north of the seven-mile marker.

The Township of Athens will not assume responsibility for providing these services and equipment beyond the above described locations.

Service Schedule

The Township of Athens will provide no more than forty hours of service during each biannual service period, during a week scheduled and agreed upon by the Township and the County that falls between the first day of March and the thirtieth day of April during each even numbered year. The Township of Athens will not provide services during odd numbered years.

SECTION 3 -ADDITIONAL RESPONSIBILITIES ASSUMED BY TOWNSHIP

Equipment Costs

The Township of Athens will assume all costs associated with maintenance, repair, replacement, and damage to the equipment described in Section 2 for providing services.

Insurance Coverage

The Township of Athens will maintain adequate general liability insurance coverage for heavy equipment operations, as well as accident insurance covering equipment operators employed by the Township.

SECTION 4- COUNTY ASSISTANCE WITH SERVICES PROVIDED BY TOWNSHIP

During bi-annual service periods for brush, limb, and small tree cutting performed by the Township of Athens, the County of Athens will provide the following assistance:

1. Signage notifying Bikeway users of mowing activity ahead, posted along the Bikeway to the front and rear of the distance along which the Township boom rotary mower is in use; and,
2. A service vehicle and operator leading the Township boom rotary mower with flashing hazard lights; and,
3. A service vehicle and operator following the Township boom rotary mower with a broom attachment for removing debris from the Bikeway resulting from brush, limb, and small tree cutting; and,
4. A service vehicle and operator following the Township boom rotary mower and broom vehicle with flashing hazard lights.

SECTION 5- PAYMENT ISSUED TO THE TOWNSHIP OF ATHENS

The County of Athens will issue a single payment to the Township of Athens in the amount of seven hundred dollars for the provision of services described in Section 2 of this memorandum during each biannual service period. Under no circumstance will the payment for services exceed

INSTRUCTIONS

- Fill out this form for:
- Please return completed statement to the attention of the sponsoring organization you are joining.
- The group administrator's third party administrator will submit your or group U-153 to:
- Ohio Bureau of Workers' Compensation
- Attn: Employer Programs Unit
- 3300 Spring St., 12th Floor
- Columbus, OH 43216-2256
- If you have any questions, please call BWC at (614) 566-6773.

NOTE: BWC's employer program unit must review and approve this application BEFORE it becomes effective.

Employer Name ATHENS COUNTY	Telephone Number 7407979560	BWC Policy Number 30500001
Address 15 S COURT ST RM 234	City ATHENS	State OH
		Free-Stop Zip Code 45701

Group-Retroactive-Rating Program Enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group-Retroactive-Rating Program rules (Ohio Administrative Code 4123-17-73). I understand that my participation in the program is contingent on such compliance.

This form supersedes any previously executed U-153.

I understand that only a BWC Group-Retroactive-Rating Program certified sponsor can offer membership into the program. I also understand if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the County Commissioners Association Retro Group sponsoring organization or a certified affiliate organization and would like to be included in the Group-Retroactive-Rating Program it sponsors for the policy year beginning January 1, 2019. I understand the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand the sponsoring organization's representative Compensation Management LLC #000000-00 (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand the representative for the Group Retroactive-Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the program, I understand I must file a Permanent Authorization (AC-2) to cancel or change individual representation.

I understand a new U-153 shall be filed each policy year I participate in the Group-Retroactive-Rating Program.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization. ☒ Yes ☐ No

County Commissioners Association Retro Group 440981
Name of sponsor or affiliate sponsor Sponsor or affiliate sponsor policy number

Note: For injuries that occur during the period an employer is enrolled in the Group-Retroactive-Rating Program, employers may not use or participate in the Deductible Program, Group Rating, Retroactive Rating, Safety Council Rebate Program, \$15,000 Medical-Only Program or the Drug-Free Safety Program.

Certification

<u>JoAnn Rockhole</u> (Officer Name)	certifies that he/she is the <u>Clerk</u> (Title)	of
<u>Athens County Commissioners</u> (Employer Name)	the employer referred to above, and that all of the	
information is true to the best of his/her knowledge, information, and belief, after careful investigation.		
<u>Ray Se</u> (Officer Signature)	<u>3/26/18</u> (Date)	

BWC-7659 (Rev. 12/11/2010) FC
U-153County Commissioners Association Retro Group
30500001 grp = 3580 (2019)

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: 3/19/2018By: Keith Blosser
Keith Blosser, Managing Director, Operations

ATHENS COUNTY

Date: 3/26/18By: Ray Se
Signature of Authorized OfficialCounty Name: ATHENS COUNTYAddress: 15 S COURT ST RM 234City, State, Zip: ATHENS OH 45701OBWC Number: 30500001

APPROVED AS TO FORM (if required)

Lawrence J. Blosser 3/28/18
Prosecuting Attorney

A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general administrative fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retroactive Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2019 and thereafter. CCAOSC may terminate this Agreement upon thirty (30) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retroactive Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retroactive Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently July 31, 2018. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retroactive Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retroactive Rating Plan before the OBWC. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retroactive Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retroactive Rating Plan. All Group Retroactive Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Retroactive Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (excluding claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VII) relating to the Plan's activities. The cost of these TPA services, and the administrative costs of CCAOSC, shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to engage, at its sole expense, a TPA for claims-related matters, the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retroactive Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "The CCAO 10 Step Safety Plan for County Government". In addition, each Participant shall participate in and comply with any safety program or claims management procedures adopted by the Group Executive Committee, including, but not limited to, completing the Safety Expectations Survey and working toward accomplishing all of the Safety Expectations. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL ADMINISTRATIVE FEES

The Participant agrees to pay the administrative fees of CCAOSC during the term of this Agreement, if any, in the manner specified in Section VII, above.

Section X: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county.

seven hundred dollars during each biannual service period. Additionally, under no circumstance will the total payments exceed three thousand five hundred dollars during the term of this memorandum.

SECTION 6- REMAINING RESPONSIBILITIES ASSUMED BY THE COUNTY OF ATHENS

Except for those responsibilities explicitly described to be provided by the Township of Athens in Section 2 and Section 3 of this memorandum, the County of Athens will continue to assume all remaining financial, legal, management, service, and customer responsibilities associated with the Bikeway, including but not limited to, mowing grass along the Bikeway, clearing debris from cutting services provided by the Township of Athens, and receiving and responding to all complaints related to the condition or management of the Bikeway, including the growth of brush, limbs, and small trees.

SECTION 7- TERM OF MEMORANDUM

a period of 6 years ending December 31, 2024. Unless terminated under Section 8 of this agreement, this memorandum will remain in effect for

SECTION 8- TERMINATION OF MEMORANDUM

This memorandum can be terminated by either party through Board resolution. In the event of termination, the terminating party will provide no less than sixty days notice to the other party before the bi-annual service period. (Copied to pages 154-156).

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Advertisement for Bids for the ATH-CR107-0.00 Paving Project, as recommended by Engineer Jeff Maiden, and authorize him to issue addendums and change orders as needed. Bid Opening set for April 24, 2018 at 11:00 a.m. in Commissioners Conference Room.

**Engineer - Approve Advertisement for Bids
ATH-CR107 Paving Project**

ADVERTISEMENT FOR BIDS

Sealed bids for the ATH-CR107-0.00 PAVING PROJECT will be received by the Board of County Commissioners of Athens County, Ohio, at their office, 15 S. Court Street, Athens Ohio until 11:00 a.m., Prevailing Local Time on the 24th day of April, 2018 and at that time and place will be publicly opened and read aloud. All bids will be considered valid until 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of resurfacing 0.96 miles of CR 107 with hot mix asphalt, pavement repair, and other miscellaneous items associated with the construction of the ATH-CR107-0.00 PAVING PROJECT. The Engineer's Estimate of Construction Cost for the project is \$185,500.00. The bidder must hold a current prequalification with the Ohio Department of Transportation for the appropriate items of work, and must maintain such prequalification during the course of the contract.

Copies of the Construction Plans, Bidding Forms, and Specifications on the Unit Price Contract may be purchased from the Office of the Athens County Engineer, 16000 Canaanville Rd, Athens, Ohio 45701 during regular business hours (7:00 a.m. to 3:30 p.m. Monday through Friday). A non-refundable fee of \$30.00 will be charged for copies mailed or picked up by prospective bidders.

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under

the "Bids/RFPs" heading.

Each bid shall contain the full name and address of each person or company interested in the same and must be accompanied by either a bid bond in the amount of 100 percent (100%) of the bid amount with a surety satisfactory to Athens County and The Ohio Department of Transportation (ODOT), or by certified check, cashier's check, or a letter of credit upon a solvent bank in the amount of not less than ten percent (10%) of the bid amount in favor of the aforesaid County and ODOT, conditioned that if the bid is accepted, a contract will be entered into within ten (10) days after notice of acceptance. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond. A performance bond of one hundred percent (100%) of the amount of the contract with a satisfactory surety company, conditioned according to law, will be required for the faithful performance of the contract.

The bidder will be required to describe in full detail as to their experience in this class of work, and bids from contractors inexperienced in this particular type of work will not be considered. Bidders must comply with the Federal Davis-Bacon Wages. The work shall commence upon written notice of award by Athens County. The owner intends and requires that this project be completed no later than September 14, 2018.

The Board of County Commissioners of Athens County, Ohio reserves the right to reject any and/or all bids and to waive informalities as may be in the best interest of Athens County.

Jeff Maiden, P.E., P.S.

Athens County Engineer

Advertising dates: 4/1/2018, 4/8/2018

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept all Stone bids / prices as submitted, upon recommendation of County Engineer, Jeff Maiden. (Copied to page 157).

Engineer - Accept all Stone Bids/Prices As Submitted

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to accept the only Asphalt Bid from Asphalt Materials, Inc., as recommended by County Engineer, Jeff Maiden. (Copied to page 158).

Engineer - Accept the only Asphalt Bid from Asphalt Materials, Inc.

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Utility Permit #18-088 Frontier Communications:

Utility Permit #18-088 Frontier Communic.

From: Frontier Communications Permit#18-088
1315 Albert St.
Portsmouth, OH 45662

We hereby request permission to install utility lines within public right-of-way limits.

Location of work: TR29 Brown Road

General Description of Work: Bore under road 20', under driveway and up lane to Frontier's NID on house. Approx. 200' of buried service wire to provide service to customer.

Intersecting road is Baker Rd., Co. Rd. 10.

Type of Installation: Underground (buried) line crossing road.

Start Date: 03/01/2018

Completion Date: 06/30/2018

Agreed to by: /s/Dena Martin

Athens County Commissioners

/s/ Charlie Adkins

/s/ Chris Chmiel

/s/ Lenny Eliason

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason's signature on the State of Ohio Development Services Agency Office of Community Development - Request for Release of Funds (RROF) and Certification for Federally Funded State Projects, as recommended by HAPCAP Glen Crippen:.

HAPCAP - B-X-17-1AE-1 - Request for Release of Funds Nelson Sewer Facility Improv.

Grant Agreement No. B-X-17-1AE-1

Project Name: City of Nelsonville Sewer Facility Improvements

Activity No. 2-1

Amount of Fed. Funds Budgeted for each Activity: \$280,000

Activity Location: City of Nelsonville

Project Description: Installation of 1150 linear ft. of 8" PVC Sanitary Sewer, 3 standard precast manholes, 2 connections to existing manhole, 1 lift station with valve vault, 1 force main and connection to existing force main, and 1 new electrical service.

Level of Environmental Funding: EA Environmental Assessment (Copied to page 159).

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

~ **CDBG PUBLIC HEARING #1 11:15 A.M.** with Glen Crippen and Nate Simmons - HAPCAP. Those present were Commissioner Eliason, Commissioner Chmiel, Commissioner Adkins; Clerk JoAnn Rockhold, Assist. Clerk, Julie Brooks; Steve Robb, Messenger; Kayla Beard, Athens News;

CDBG Public Hearing #1

ATHENS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING 2018

AGENDA FOR PUBLIC HEARING #1, March 26, 2018 -11:15 AM

• Introductions

- CDBG Program Overview, National Objectives, and General Program Requirements
- Fair Housing
- 1) Allocation Program
 - Amount of Funds Available
 - Eligible Activities
- 2) Neighborhood Revitalization Program
 - Targets comprehensive neighborhood improvements
 - Eligible Activities
- 3) Residential Public Infrastructure Grant Program
 - Amount of Funds Available
 - Eligible Activities
- 4) Critical Infrastructure Program
 - Single component, critically needed, high impact infrastructure improvement
 - Amount of Funds Available
 - Eligible Activities
- 5) Discretionary Targets of Opportunity
 - Same national objective as other CDBG programs
 - Projects that do not fit into the Structure of other CD programs
- Dates of Public Hearing #2- Date to be announced (varies by program)
- CDBG Allocation Project Profile
- Citizen's views, comments, and questions

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing JoAnn Rockhold to serve as the Alternate for Commissioner Eliason on the TIRC (Tax Incentive Review Committee) Board for March 29, 2018.

Tax Incentive Review Committee JoAnn Rockhold Alternate for Comm. Eliason

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins appointing Jean Demosky to serve as the Alternate for Commissioner Chmiel on the TIRC (Tax Incentive Review Committee) Board for March 29, 2018.

Tax Incentive Review Committee Jean Demosky Alternate Comm. Chmiel

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing the County's participation in the CCAO Workers Compensation Group Retrospective Rating Plan Agreement and authorize JoAnn Rockhold as representative. (Copied to pages 160-161).

CCAO Workers Comp. Group Retro Plan Agrmt. JoAnn Rockhold Representative

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

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Travel:

Travel

Planner/Comm.

Jessie Powers - NACo Creative Placemaking Training - Des Moines, Iowa - March 28 - 30, 2018

Commissioner Chmiel - NACo Creative Placemaking Training - Des Moines, Iowa - March 28 - 30, 2018

DJFS

Scott Zielinski, Dir. - Fiscal Cert. Training Presentation - Mar. 30, 2018 - Columbus, OH

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

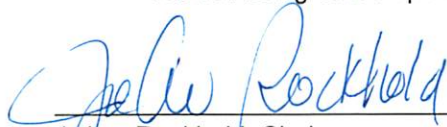
~ Athens Beautification Project - Commissioner Chmiel discussed the project set for Earth Day, April 22 in Athens County. They are looking for projects and he suggested possible places on the Bikepath. He spoke with the Buildings & Grounds Dept., and would like to get a group of people together, along with himself to participate in this.

Athens Beautification Project

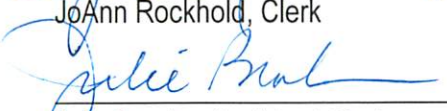
A motion was made by Mr. Chmiel and seconded by Mr. Adkins to adjourn the above meeting.

Adjourn

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



JoAnn Rockhold, Clerk



Julie Brooks, Assistant Clerk



Lenny Eliason, President



Chris Chmiel, Vice-President



Charlie Adkins