

THE BOARD OF ATHENS COUNTY COMMISSIONERS, met in regular session, February 4, 2020, with Lenny Eliason presiding, Charlie Adkins and Chris Chmiel in attendance.

AGENDA

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 February 4th, 2020 - Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes from January 27, 2020

Approve Appropriations, Transfers, New Line Items Requests/Changes

DJFS - Fund to Fund Transfer - Building Bond

\$169,639.99 from 571.1286.589000 Transfer Out, into 579.2579.422101 Transfer In

EMA Transfer - \$75,000 into Fund 521

ACCS/FCFC - Multi System Youth

New Fund & Line Items Requests

Receipts	Grant Revenue	436.2436.412500
	Other Revenue	436.2436.417100

Approve Bills

09:30 Ginger Gagne - Aspire Program activities
09:45 Otis Crockron - DJFS/ACCS MOU
10:00 HDR Kyle Schweiterman - US50 Sewer - Atty. Frank Lavelle
10:30 911 - Lt. Aaron Maynard - Resolution for ACSO Impound
10:45 Sheriff - Bearcat
11:00 HAPCAP BID OPENINGS - Bid #1 - Water Facility Improvements
11:05 Bid #2 - Sewer Facility Improvements
11:10 Bid #3 - Streets Improvements
11:15 Bid #4 - Sidewalks
11:20 Jill Thompson- Budget

~ AGENDA ITEMS

Amended Certificate
ACWSD Extension Request
Utility Permits
EMA Transfer
DJFS / 510 W. Union - Surplus
Sheriff - MOU for SRO Trimble Schools
OWDA/Lavelle Disb.#30 - US50 Sewer
Buckeye Hills Gen. Policy & Exec. Committee Terms
Radford Builders Estimate - 510 W. Union St.
Economic Dev. Council Membership Invoice
Public Defender Contracts
HAPCAP - Satisfaction of Mortgage
EMA - "Annex A" EOC Operations
Health Dept. - WPCLF HSTS Agrmt.

~TRAVEL

WDB Dir. Laurie McKnight
Monitor for the Flood Grant - Feb. 4 - Gallia Meigs Community Action Agency
Meet with Transportation Dept. & Meigs Co. DJFS - Feb. 6 - OMJ Perry County
Attend a roundtable with Dir. Hall - Feb. 9 - ODJFS in Columbus
Attend the monthly OWA Meeting - Feb. 19 - ODJFS in Columbus
Meet w/Commissioners - Feb. 5 - Perry Co. Commissioners Office

Treasurer

Ric Wasserman - Ohio Banker's League Economic Summit - Feb. 12 - Convention Ctr. Columbus

911

Brittany Perry, Catherine Hawley - Hostage Negotiations Training - Jan. 29 - Columbus, OH
Kacey Cruse - Barricade, Hostage or Suicide Situations Training - March 16 & 17 - London, OH

DJFS

Dir. Jean Demosky - Feb. 3 & 4 - OHPELRA HR Training - Nationwide Conf. Ctr. Lewis Center, OH

~ADJOURNMENT

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 minutes from January 27th, 2020. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

APPROPRIATIONS, TRANSFERS, NEW LINE ITEMS REQUESTS/CHANGES

A motion was made by Mr. Adkins and seconded by Mr. Eliason approving the Appropriations, Transfers, New Line Items Requests/Changes submitted and processed through the Auditor's Office by various Departments. Dated: February 4th, 2020 - Budget Transfers and Amendments

Additional: DJFS - Fund to Fund Transfer - Building Bond
\$169,639.99 from 571.1286.589000 Transfer Out, into 579.2579.422101 Transfer In

EMA Transfer - \$75,000 into Fund 521

ACCS/FCFC - Multi System Youth
New Fund & Line Items Requests
Receipts Grant Revenue 436.2436.412500
Other Revenue 436.2436.417100

(Copied to page 51).

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

BILLS

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 Auditor's Office INVOICE TRACKING REPORT - From: 01/29/2020 To: 02/04/2020 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. Adkins, yea; Mr. Chmiel, yea.

ASPIRE PROGRAM ACTIVITIES - GINGER GAGNE & JULIE FRANCIS

Ginger Gagne and Julie Francis from the Stevens Literacy Center, Ohio University, presented information regarding the Aspire Program. They have applied for an Aspire Grant for adult basic and Literacy education to prepare individuals to be job, career and college ready.

ACCS OTIS CROCKRON - DJFS/ACCS MOU - TANF KINSHIP CAREGIVER PROGRAM

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the MOU between the ACDJFS and ACCS, as recommended by Otis Crockron, ACCS:

This memorandum is entered for the purpose of administering the Kinship Caregiver Program (KCP). The purpose of the program is to provide reasonable and necessary relief of child caring functions, through family stabilization and caregiving services. This allows kinship caregivers to provide and maintain a home for a child in place of a child's parents, as defined in Ohio Revised Code Section 5101.85. There are two types of services offered under this program: (1) Stabilization services and (2) Caregiving services.

Application process

Families may apply for Kinship Caregiver Program by contacting Athens County Department of Job and Family Services (ACDJFS) or Athens County Children Services (ACCS). They will be asked to complete the Common Resources Application for each kinship family requesting assistance. ACDJFS will determine eligibility and a letter of approval or denial will be sent to both the client and ACCS. ACCS will assist the family in determining the activities that best meet the needs of the child on the application. Children will remain eligible for TANF funding for one-year contingent upon TANF funding for the Kinship Caregiver Program. Each child is eligible for up to \$500.00 per approval year. Copy of MOU on file in Commissioner's Office.

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

AMENDED CERTIFICATE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins acknowledging receipt of the Amended Certificate, dated February 4th, 2020, prepared by Jill Thompson, Athens County Auditor.

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

ACWSD EXTENSION REQUEST

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing an extension as requested by John Sullivan c/o Tony Sullivan, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$307.52 with \$154.58 to be paid by 02/17/2020. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

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

EMA TRANSFER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the transfer of \$75,000.00 to the EMA Fund #521.

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

DJFS / 510 W. UNION ST. - SURPLUS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following items Surplus, requested by DJFS:

Reception Window from 510 W. Union St., to be redistributed to Glouster Records Center Building.

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

SHERIFF - MOU FOR TRIMBLE SRO

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the MOU for Provision of a School Resource Officer (SRO) between the Board of Education of the Trimble Local School District, The Athens County Commissioners and the Athens County Sheriff's Office.

This Memorandum of Understanding (hereinafter "MOU"), effective upon the date signed below November 1, 2018, is made and entered into by and between the Board of Education of the Trimble Local School District ("Board"), the Athens County Commissioners ("Commissioners") and the Athens County Sheriff's Office ("Sheriff's Office") (individually, "Party"; collectively, the "Parties") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to be assigned to Trimble Local School District ("School"), 18500 Jacksonville Road, Glouster, Ohio, for the 2019-2020 and 2020-2021 school year.

I. PURPOSE

This MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults, as well as to provide additional security to students, Board employees, and other members of the public while on the premises of the School. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program").

II. TERM

The initial term of this MOU shall begin upon the full execution of this MOU and end on August 14, 2019. The Parties may renew this MOU for additional one (1) year terms, only by separate written agreement or addendum hereto, which must be executed by all Parties.

Board will be invoiced monthly, by the 10th of the subsequent month, and shall pay to the Sheriff's Office \$20.36 per hour of work reported by the SRO, and approved by the Sheriff's Office, as reimbursement for all costs associated with the SRO's assignment under this MOU. This hourly rate of pay reflects the wages and fringe benefits (pension and medicare) for the assigned deputy as provided by the applicable Collective Bargaining Agreement ("CBA") and accompanying Memorandum of Understanding(s).

Medical/hospitalization and dental/vision will be billed monthly at actual cost, currently \$1799.98 and \$20.98, respectively. Should any change in the wage or benefit structure outlined in the applicable CBA occur, the Sheriff's Office will immediately notify Board and the hourly rate previously stated will be adjusted through the use of a MOU Addendum.

• Board will be invoiced monthly, on the 10th of the subsequent month, and shall pay to the Sheriff's Office \$10.00 per work day as reimbursement for the SRO's use of a patrol cruiser in the performance of this MOU. The hourly rate of pay for the wages for the SRO shall be distributed by the Sheriff's Office to the SRO over twelve (12) calendar months on the basis of twenty-six (26) pay periods, each pay period to consist of fourteen (14) calendar days. Accordingly, Board will be invoiced each month, including during the three (3) summer months when the Board is not utilizing the services of the SRO.

(Copied to pages 52-54).

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

OWDA/LAVELLE DISBURSEMENT #30 - US50 SANITARY SEWER SYSTEM Improv. Phase 3

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the OWDA/Lavelle Disbursement Request #30, and the legal/land bill through January 30, 2020. Acct. No. 7958 Amount: \$19,235.00.

(Copied to page 55).

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

BUCKEYE HILLS GENERAL POLICY & EXEC. COMMITTEE TERMS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Buckeye Hills General Policy Council & Executive Committee Appointments / Re-Appointments as follows:

Public Sector: Commissioners: Lenny Eliason, Chris Chmiel, Charlie Adkins. Mayor of Amesville, Gary Goosman.

Private Sector: Chris Cooper, CEO Intellwave, LLC. John Simpson, General Manager, Le-Ax Water (re-appointment)

City of Athens Mayor: Steve Patterson - City of Nelsonville Mayor: Charles Barga

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

US50 SEWER - HDR KYLE SCHWIETERMAN - ATTY. FRANK LAVELLE w/ ACWSD Supt. Rich Kasler & Chris Cooper, Intellwave

Kyle Schwieterman, HDR discussed the following agenda with the Commissioners:

Agenda

Project: Rt. 50 Sewer Project

Subject: Commissioners Meeting

Date: Tuesday, February 04, 2020

Location: Athens County Courthouse

Attendees: Rich Kasler, Lenny Eliason, Charlie Adkins, Chris Chmiel, Kyle Schwieterman, Frank Lavelle

Bidding Status

1. Advertisement

1. Newspapers- Regional Circulation
2. Dates of advertisement, Anticipating February 10¹
3. Pre-Bid meeting - location, time, mandatory? After discussion, they feel this is not necessary.
4. Locations for plan review

1. County Courthouse, County Engineer, HDR, Dodge, Builders Exchange, ARC

5. Copies of Bid Documents

1. County Commissioners Office
2. County Sewer District Office
3. County Engineers Office
4. USDA Office
5. HDR
6. Lavelle Office
7. Dodge Reports
8. Builders Exchange

2. Bid Opening Time and Date: Scheduled for 1:00 PM, March 10th, 2020.

USDA Loan Status

1. Operating Budget - Rich and Kyle working on
2. Statement of Project Funds Received and Paid to Date- work with County- review
3. Rate Resolution- in development. Finalized once Bids come in.
4. Inspectors- resumes in process
 1. John Schultz
 2. Ryan Murray

US50 SEWER PROJECT - ADVERTISE FOR BIDS

Kyle Schwieterman, HDR, stated they will advertise in Dodge Report, Builders Exchange, ARC

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving advertising for bids in the Athens Messenger on February 11th and February 18th, with Bid Opening set for March 10th at 1:00 p.m.:

Athens County Commissioners
Athens, Ohio

Athens Co. US 50 Sanitary Sewer Improvements
ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the Athens Co US 50 Sanitary Sewer Improvements will be received, by Athens County Commissioners, at the office of the 15 S Court St Athens, Ohio, until 1:00 pm, local time on March 10th, 2020, at which time the Bids received will be publicly opened and read. The Project consists of constructing installation of 140,000' of gravity sanitary sewer, 32,000' of force main, and 17 pump stations along US 50 and SR 56.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis, with additive alternate bid items (if any) as indicated in the Bid Form.

The issuing office for bidding documents is ARC Printing, 1159 Dublin Road, Suite 300, Columbus OH, 43215, 614-224-5149. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8-4:00pm and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Bidding Documents may be viewed and ordered online by registering with the Issuing Office at <http://www.e-arc.com/location/columbus/>. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files for \$25. The cost of printed Bidding Documents from the Issuing Office will depend on the number and size of the Drawings and Project Manual, applicable taxes, and shipping method selected by the prospective Bidder. Cost of Bidding Documents and shipping is non-refundable. Upon Issuing Office's receipt of payment, printed Bidding Documents will be sent via the prospective Bidder's delivery method of choice; the shipping charge will depend on the shipping method chosen. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

Bidding Documents also may be examined; the office of the Athens County Commissioners 15 S Court Street, Athens OH 45701, on Mondays through Fridays between the hours of 8-4:00pm, Dodge Reports and Builders Exchange.

Addenda and Interpretations: Questions regarding the information contained in this Advertisement and the associated bid documents shall be submitted in writing and emailed to: Ryan.Murray@hdrinc.com (513) 984-7513 and to be given consideration must be received at least seven days prior to the advertisement submittal date. All such interpretations and any supplemental instructions will be in the form of written addenda to the Advertisement and bid documents, which if issued, will be posted no later than three days prior to the submittal date.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All listed iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The de minimis and minor components waiver apply to this contract.

Owner: Athens County Commissioners

By: Lenny Eliason

Title: Athens County Commissioner

Date: 2/11/20, 2/18/20

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

US50 SEWER Project discussion with Chris Cooper, Intelliwave, he wanted to discuss the broadband installation, once the county selects a Contractor for the Sewer project. He expressed his desire to enter into agreement with the Contractor for the broadband. Atty. Frank Lavelle, suggested that contact needs to be made with USDA for approval in writing of this beforehand. Mr. Lavelle stated that he will contact USDA regarding this.

EXECUTIVE SESSION US50 SEWER PROJECT w/Kyle Schwieterman, HDR; ACWSD Supt. Rich Kasler; Atty. Frank Lavelle; Clerk JoAnn Rockhold

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to enter into executive session at 10:37 with Kyle Schwieterman, HDR; ACWSD Supt. Rich Kasler; Atty. Frank Lavelle; Clerk JoAnn Rockhold to discuss pending cases regarding the US50 sewer project. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

REGULAR SESSION

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to return to regular session at 10:42. 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 discussion of Easement cases for the US50 Sewer Project.

911 - LT. AARON MAYNARD - MISC. ITEMS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliasons signature on the 911 Mowing Contract with Naturescape for the Athens County 911 Tower Sites at \$75.00 per tower site.

Location	Address
1. Glouster	14 Fairlawn Avenue, Glouster :
2. Nelsonville	242 St. Charles Street, Nelsonville
3. Amesville	13399/13401 New England Road, Amesville
4. Coolville	2175 Campbell Street, Coolville
5. Shade	635/991 Laurel Lane, Athens
6. Albany	4320 Marion Johnson Road, Athens
7. Athens	10565 Peach Ridge Road, Athens
8. Stewart	9633 Haga Ridge Road, Stewart
9. Lancaster St	11 North Lancaster Street, Athens

Contractor will mow each property a minimum of 1 times per year for the months of spring, summer and fall season (April1 through November 1) during the 2020 calendar-year. Contractor and 911 agree that 911 reserves the right to increase or decrease the mowing frequency depending upon the weather. Contractor and 911 agree that Contractor will be notified by 911 of these special circumstances. (Copied to page 56).
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

911 - RESIGNATION C. COOPER

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to acknowledge the letter of resignation from Courtney Cooper dated November 20, 2020. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

911 PART TIME NEW HIRE INTERMITTENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the 911 part-time intermittent employee hire of Aubrey Bigley. Rate of Pay: \$18.28 per hour. Start Date: Feb. 14, 2020. The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Adkins, yea; Mr. Chmiel, yea.

911 IMPOUND LOT STORAGE FEES

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following Resolution, setting fees for storage of Impounded Vehicles:
January 29, 2020

RE: Fees for Storage of Impounded Vehicles

The Board of Athens County Commissioners has established and given to the Athens County Sheriffs Office, a secured impound located at 9009 Sandridge Road Millfield, Ohio 45761 for the purpose of the storage of impounded vehicles pursuant to the Ohio Revised Code. The Board of Athens County Commissioners has established, by resolution, fees for storage of such vehicles. The fee for storage of such vehicles shall be as follows:
Outdoor Storage: \$15.00 per day
Indoor Storage: \$25.00 per day
Towing Impoundment: At actual cost of the service

The storage fees shall be paid into the Athens County General Fund and associated fees of the towing and impoundment shall be paid to the wrecker service by care of the Athens County

Sheriffs Office.

The Board of Athens County Commissioners hereby adopt this resolution in their public hearing on February 4th, 2020.

/s/ Lenny Eliason, President

/s/ Rodney Smith, Sheriff

/s/ Chris Chmiel, Vice President

/s/ Charlie Adkins, Commissioner

Approved as to form:

/s/ Keller Blackburn, Prosecutor

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

SHERIFF - BEARCAT ARMORED VEHICLE

The Sheriff's Office presented an upgraded armored vehicle request quote from LENCO, citing a need for an updated vehicle during critical incidents.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving to enter into a Municipal Lease Agreement with LENCO, for up to fifteen (15) years to purchase. (Copied to pages 57).

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

DJFS - 510 W. UNION STREET, RADFORD BUILDERS ESTIMATE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the estimate from Radford Builders, in the amount of \$6,500 for rough framing at 510 W. Union Street to create some new office space and storage areas.

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

ECONOMIC DEVELOPMENT COUNCIL MEMBERSHIP INVOICE

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the ACEDC Membership Invoice. \$60,000.00.

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

PUBLIC DEFENDER CONTRACT ADDENDUMS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Public Defender Addendums for the second half of the year: as follows:

ADDENDUMS

The parties herein, being Athens County, herein after referred to as County, and the the Villages of Albany, Amesville, Buchtel, Chauncey, Coolville, Glouster, Jacksonville & Trimble; and the cities of Athens and Nelsonville , previously entered into an agreement on the 1st day of July, 2019 , provision of legal counsel to indigent defendants. The parties, pursuant to Paragraph 5 of that agreement, hereby mutually extend the agreement to provide legal representation for indigent person from December 31, 2019, through June 30, 2020. All the terms of the agreement signed between the parties of July 1, 2019, shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

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

HAPCAP - SATISFACTION OF MORTGAGE

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that the Board of County Commissioners of Athens County, with its offices located at 15 S. Court St, Athens, Ohio 45701 , does hereby certify that the following described MORTGAGE DEED(S) have been fully satisfied, and the County Recorder is authorized to discharge the same of record.

Name of Mortgagor(s)	Date of Mortgage	Date Recorded	Athens Co. Records Vol./Ref. Page
Scott & Brenda McKee 831 Walnut St. Nelsonville, OH. 45764	04/25/2012	05/14/2012	471 938-940

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

EMA - "ANNEX A" EOC OPERATIONS

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving and authorizing Commissioner Eliason's signature on the Athens County Emergency Management Agency "Annex A" Direction, Control, and Coordination Plan (EOC Operations). Copy on file in Commissioner's Office.

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

HEALTH DEPT. - WPCLF HSTS AGREEMENT

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the Water Pollution Control Loan Fund Assistance Agreement, pending review from the Pro. Atty.

Project Name: 2020 HSTS Replacement Program Loan Number: HS3900005-00010

Project Description

This project is for the repair/replacement of household sewage treatment systems (HSTS) in Athens County.

Cost Data

Activities	Eligible	Total Project Cost
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Construction

HSTS Technical Services- HSTS Improvements	\$150,000.00	\$150,000.00
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Total Estimated Cost	\$150,000.00	\$150,000.00
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(Copied to pages 58-60).

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

TRAVEL

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

WDB Dir. Laurie McKnight
Monitor for the Flood Grant - Feb. 4 - Gallia Meigs Community Action Agency
Meet with Transportation Dept. & Meigs Co. DJFS - Feb. 6 - OMJ Perry County
Attend a roundtable with Dir. Hall - Feb. 9 - ODJFS in Columbus
Attend the monthly OWA Meeting - Feb. 19 - ODJFS in Columbus
Meet w/Commissioners - Feb. 5 - Perry Co. Commissioners Office

Treasurer

Ric Wasserman - Ohio Banker's League Economic Summit - Feb. 12 - Convention Ctr. Columbus

911

Brittany Perry, Catherine Hawley - Hostage Negotiations Training - Jan. 29 - Columbus, OH
Kacey Cruse - Barricade, Hostage or Suicide Situations Training - March 16 & 17 - London, OH

DJFS

Dir. Jean Demosky - Feb. 3 & 4 - OHPELRA HR Training - Nationwide Conf. Ctr. Lewis Center, OH

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

HAPCAP - PRYOR PROPERTY SERVICE - LETTER

Sean Brooks, HAPCAP, discussed the failure to complete a project, and requested a letter be sent to Pryor Property Service LLC.

A motion was made by Mr. Chmiel and seconded by Mr. Eliason to approve sending the following letter to Pryor Property Service, LLC:

February 4th, 2020

Anthony Pryor, President
Pryor Property Service LLC
P.O. Box 6225
Akron, OH 44312

Re: City of Nelsonville - Flood & Drainage Facility Improvements

Mr. Pryor,

We are writing regarding your failure to complete the above referenced project. As you are aware, the completion date discussed for your contract was January 21, 2020. The date of this communication is February 4th, 2020 and no work has been performed on the site to date. We have requested on numerous occasions an updated schedule to complete the work and have received none.

After weeks of unanswered correspondence to both you and your designated foreman for this project; it has become evident that Pryor Property Services does not have the required resources to complete this work in accordance with the plans and specifications. You are hereby notified that the Owner intends to terminate your services under the standard general conditions of the contract documents. The Owner is formally ordering you to respond: In written format within 7 days of receipt of this certified communication. The Owner has given sufficient time to complete the projected work scope and you have persistently failed to perform the work in accordance with the contract documents. To prevent further action your timely response regarding this matter is mandatory.

If you should require any additional information, please contact: Sean Brooks, Hocking Athens Perry Community Action - Community Development Manager

Sincerely,
/s/ Lenny Eliason
President, Athens County Board of Commissioners

cc: Athens County Commissioners Admin.
Zack Saunders, Assistant Prosecuting Attorney
Charles Barga, Nelsonville City Administrator
Robert Fuller, P.E. Stantec

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

~ Commissioner Adkins excused himself from the remainder of the Meeting.

HAPCAP BID OPENINGS B-F-18-1-AE-1

Bid# 1 - City of Nelsonville Water Facility Improvements

Project Estimate: \$111,100.00

Allowable Overage: \$12,760.00

Maximum Allowable Bid Amount: \$123,860.00

The following bids were opened by Sean Brooks, HAPCAP:

TAM Construction Total Bid: \$63,500.00 Alt: \$58,490.00

Jackson Brothers Construction Total Bid: \$30,950.00 Alt: 69,660.00

Bid#2 - City of Nelsonville Sewer Facility Improvements

Project Estimate: \$32,700.00

Allowable Overage: \$3,300.00

Maximum Allowable Bid Amount: \$36,000.00

No Bids Received

Bid#3 - City of Nelsonville Street Improvements

Project Estimate: \$39,735.00

Allowable Overage: \$3,973.00

Maximum Allowable Bid Amount: \$43,708.00

No Bids Received

Bid#4 - City of Nelsonville Sidewalk Improvements

Project Estimate: \$105,000.00

Allowable Overage: \$10,178.00

Maximum Allowable Bid Amount: \$115,178.00

The following bids were opened by Sean Brooks, HAPCAP:

Wolf Creek Bid: \$194,283.75

Heavy Highway Bid: \$107,250.50

Dixon Bid: \$110,802.50

Hutton Bid: \$173,471.00

Stouffer Bid: \$108,810.00

Jackson Brothers Bid: \$102,613.75

Good Builders Bid: \$112,823.10

Neff Paving & Concrete Bid: \$114,795.00

G&M Bid: \$114,766.15

(Sign in Sheet copied to page 61).

A motion was made by Mr. Chmiel and seconded by Mr. Eliason to acknowledge receipt of the above mentioned bids.

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

~ HAPCAP will return next week with Bid recommendations.

ENGINEER - UTILITY PERMITS

A motion was made by Mr. Chmiel and seconded by Mr. Eliason to approve the following Utility Permits:

From: Frontier Communications Permit #20-224

9444 Campbell

Cambridge, OH 43725

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

Location of work: CR35 Fleming Road

General Description of Work: Phone - Placing aerial fiber and strand across Fleming Rd., approx. 40' at SR329 intersection.

Type of Installation: Overhead Line Crossing Road.

Estimated Project Schedule: Start Date: 01/27/2020 Completion Date: Permit valid to 12/31/2020.

Agreed to by: /s/Ashley Miller

Athens County Commissioners

Charlie Adkins - Absent

/s/ Chris Chmiel

/s/ Lenny Eliason

From: Frontier Communications Permit #20-225

754 W. Union St.

Athens, OH 45701

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

Location of work: CR15 Wood Road

General Description of Work: Phone - Bore 35' under road from pedestal and across to customer's property at 8530 Wood R. Place 1" conduit through bore and then place buried drop through and bury up to customer's house.

Type of Installation: Underground (buried) Line Crossing Road.

Estimated Project Schedule: Start Date: 02/03/2020 Completion Date: 1 day to complete.

Agreed to by: /s/Steve Kisling

Athens County Commissioners

Charlie Adkins - Absent

/s/ Chris Chmiel

/s/ Lenny Eliason

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

AUDITOR JILL THOMPSON - BUDGET

Auditor Jill Thompson wanted to discuss the cuts to her budget in GIS Training and employee salaries. She is asking for the Training and Salary funds to be restored in order to do business. Commissioner Eliason stated that the budget was based on the actual expenditures of each department, and with each office being different, he feels that making comparisons between offices should not be a legitimate argument.


ADJOURN

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

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



JoAnn Rockhold, Clerk

Julie Brooks, Assistant Clerk

Lenny Eliason, President

Chris Chmiel, Vice-President

Charlie Adkins

DJFS - Fund to Fund Transfer - Building Bond

\$169,639.99 from 571.1286.589000 Transfer Out, into 579.2579.422101 Transfer In

EMA Transfer - \$75,000 into Fund 521

ACCS/FCFC - Multi System Youth

New Fund & Line Items Requests

Receipts	Grant Revenue	436.2436.412500
	Other Revenue	436.2436.417100

02/04/2020 09:25
4877jrockholdAthens County
BUDGET TRANSFERS AND AMENDMENTSJP
lbqamdent

Record Number	Year	Per	Journal Date	Clerk	Description	Total Increase	Total Decrease	Workflow Status
1	2020	01	1181 01/28/2020	4877mcoffman	postage	6,000.00	0.00	Approved
2	2020	01	1247 01/31/2020	4877smorris	Appropriat	155,000.00	0.00	Pending Approval

** END OF REPORT - Generated by JoAnn Rockhold **

**MEMORANDUM OF UNDERSTANDING FOR PROVISION OF A SCHOOL
RESOURCE OFFICER (SRO)
BETWEEN THE BOARD OF EDUCATION OF THE TRIMBLE LOCAL SCHOOL
DISTRICT,
THE ATHENS COUNTY COMMISSIONERS AND
THE ATHENS COUNTY SHERIFF'S OFFICE**

This Memorandum of Understanding (hereinafter "MOU"), effective upon the date signed below November 1, 2018, is made and entered into by and between the Board of Education of the Trimble Local School District ("Board"), the Athens County Commissioners ("Commissioners") and the Athens County Sheriff's Office ("Sheriff's Office") (individually, "Party", collectively, the "Parties") on the date set forth below for the purpose of providing a School Resource Officer ("SRO") to be assigned to Trimble Local School District ("School"), 18500 Jacksonville Road, Clanton, Ohio, for the 2019-2020 and 2020-2021 school year.

I. PURPOSE

This MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement and the youth of our community, with the goal of reducing crime committed by juveniles and young adults, as well as to provide additional security to students, Board employees, and other members of the public while on the premises of the School. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program").

II. TERM

The initial term of this MOU shall begin upon the full execution of this MOU and end on August 14, 2019. The Parties may renew this MOU for additional one (1) year terms, only by separate written agreement or addendum hereto, which must be executed by all Parties.

III. SHERIFF'S OFFICE RESPONSIBILITIES

The Sheriff's Office shall accomplish the following:

- In consideration of the funds to be paid by Board to the Sheriff's Office, the Sheriff's Office agrees to provide the School with a deputy sheriff, who shall act as the SRO for the School, and who shall perform all law enforcement functions, exercise law enforcement power, and render such assistance and services as Board may require for the School. During the period in which the deputy is acting as SRO for Board, said deputy shall be acting within the scope of his employment with the Sheriff's Office and shall be employed solely by the Sheriff's Office. During the period in which the deputy is not acting as SRO for the Board during this MOU (that is, the day following the last student day of the 2018-2019 school year through the expiration of this MOU), said deputy shall perform work exclusively as deputy within the scope of his employment with the Sheriff's Office and shall not be considered as acting or performing any functions of SRO. Accordingly, the Board shall not be

responsible in any way for the deputy's performance of duties. This includes financial responsibility.

- The Sheriff's Office shall be responsible for hiring the SRO, ensuring SRO completion of all required training components for SRO as specified in Ohio Revised Code Section 3313.551, compensating the SRO, and withholding all applicable taxes, retirement system contributions, and Medicare taxes in accordance with current federal and state law, subject to reimbursement of all such costs and expenses as provided by Board herein.
- The Sheriff's Office shall ensure that, prior to entering service as an SRO, officers shall complete a basic training program approved by the Ohio Peace Officer Training Commission. All SROs who are initially appointed on or after November 2, 2018, must complete an additional forty (40) hours of school resource officer training within one (1) year of appointment through an entity approved by the Ohio Peace Officer Training Commission. In addition, it is recommended that SROs receive ongoing training that focuses on age-appropriate practices for conflict resolution and developmentally informed de-escalation and crisis intervention methods.
- The Sheriff's Office will provide a patrol cruiser vehicle to be used by said deputy in the performance of this MOU. The Sheriff's Office shall invoice Board a flat rate amount on a monthly basis as set forth below for the assigned deputy's daily use of the patrol cruiser in the performance of this MOU, as reimbursement for gasoline expenses, insurance coverage, repairs and maintenance charges incurred with said patrol cruiser.
- The deputy to be assigned by the Sheriff's Office to the Board will be covered by the medical, Workers' Compensation and Unemployment Insurance policies maintained by the Commissioners and/or Sheriff's Office, and the Commissioners and/or Sheriff's Office will maintain public liability insurance coverage on the deputy assigned to the School during the term of this MOU. All costs and expenses associated with providing such coverage to the assigned SRO will also be subject to reimbursement as provided by the Board herein.
- The Sheriff's Office will bear the exclusive responsibility for coordinating the assigned deputy's regular schedule, hours of work, use of any accumulated personal leave time (five (5) total days; only three (3) of which may be used during the 2018-2019 school year), and accumulation and use of compensatory time, all coordination to be in accordance with the applicable Collective Bargaining Agreement ("CBA") and accompanying Memorandum of Understanding(s). The Sheriff's Office will confirm all hours worked by the SRO through approved bi-weekly timesheets. Timesheets will be submitted to the Board through the Treasurer's Office for tracking and monitoring. Timesheets will be submitted to the Board through the Treasurer's Office for all bi-weekly payroll periods occurring during the term of this MOU including during non-school months when the SRO is performing work exclusively as deputy of the Sheriff. The Sheriff's Office will assure that the use of leave time by the assigned deputy shall model the policies for use of leave time applicable to other Board employees. The Sheriff's Office will control and monitor the use of leave time by the assigned deputy throughout the term of this MOU and will timely communicate same to the Board through the Board's administration. The Sheriff's Office will not assign

the SRO to perform any deputy functions that are not related to the School during the SRO's scheduled hours of work at the School.

- In the event of any vacancy created in the SRO position, the Sheriff's Office will have the sole discretion and authority to fill the vacancy. The Sheriff's Office will maintain exclusive oversight to fill the vacancy, including but not limited to hiring an individual to fill the vacancy and/or re-assigning a current deputy sheriff to fill the vacancy. The Sheriff's Office shall notify Board of any vacancy in the SRO position as soon as practicable and work to fill the vacancy in order to ensure minimal disruption to performance of this MOU.

IV. BOARD'S RESPONSIBILITIES

Board shall accomplish the following:

- The Board shall utilize the services of the SRO for nine (9) months that will be primarily during the regular School's 2019-2020 school year. The Board shall utilize the services of the SRO for eight (8) hours per day, on days when school is in session, during the nine (9) month period of time. The eight (8) hour per day schedule will be determined by and controlled by the Sheriff's Office. The hours of work will be those that are consistent with hours of a normal school day, normally from 7:00 a.m. to 3:00 p.m. Time sheets will be completed by the assigned deputy on forms prescribed by the Sheriff's Office, and copies of those time sheets shall be sent to the Sheriff's Office on a bi-weekly basis. In addition, the Board shall have the right of first refusal to use the SRO for extraordinary events related to the School, as agreed upon between the Sheriff's Office and the Board. The total cost for the services of the SRO for the one (1) year of this MOU shall be payable by the Board to the Athens County Sheriff's Office as invoiced monthly. The Board agrees to provide a \$5,000 deposit to the Sheriff's Office upon MOU execution, which will be returned to the Board at termination of the MOU.
- Board agrees to reimburse the Sheriff's Office for all costs associated with assignment of the SRO to Board under this MOU, including the SRO's salary, employment benefits (including but not limited to the payment to the SRO of any accrued paid leave such as vacation leave, compensatory time, etc.), SRO training requirements as required by ORC Section 3313.551, retirement system contributions, and insurance coverage (including but not limited to Medical/Hospitalization, Dental, Optical, Workers' Compensation and Unemployment Insurance policies) as set forth herein, as well as the costs incurred by the Sheriff's Office for the SRO's uniforms and equipment.
- Board will be invoiced monthly, by the 10th of the subsequent month, and shall pay to the Sheriff's Office \$10.00 per hour of work reported by the SRO, and approved by the Sheriff's Office, as reimbursement for all costs associated with the SRO's assignment under this MOU. This hourly rate of pay reflects the wages and fringe benefits (pension and Medicare) for the assigned deputy as provided by the applicable Collective Bargaining Agreement ("CBA") and accompanying Memorandum of Understanding(s). Medical/hospitalization and dental/vision will be billed monthly at actual cost, currently \$1799.98 and \$20.98, respectively. Should any change in the wage or benefit structure

outlined in the applicable CBA occur, the Sheriff's Office will immediately notify Board and the hourly rate previously stated will be adjusted through the use of a MOU Addendum.

- Board will be invoiced monthly, on the 10th of the subsequent month, and shall pay to the Sheriff's Office \$10.00 per work day as reimbursement for the SRO's use of a patrol cruiser in the performance of this MOU. The hourly rate of pay for the wages for the SRO shall be distributed by the Sheriff's Office to the SRO over twelve (12) calendar months on the basis of twenty-six (26) pay periods, each pay period to consist of fourteen (14) calendar days. Accordingly, Board will be invoiced each month, including during the three (3) summer months when the Board is not utilizing the services of the SRO.

V. MISSION, GOALS AND OBJECTIVES

The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. The SRO Program aims to create and maintain safe, secure, and orderly learning environments for students, teachers, and staff. This is accomplished by assigning a law enforcement officer employed by participating local law enforcement agencies, otherwise known as the SRO, to Board facilities on a permanent basis.

Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators, and parents. Goals of the SRO Program include:

1. Reducing incidents of school violence;
2. Maintaining a safe and secure environment on school grounds.
3. Reducing criminal offenses committed by juveniles and young adults.
4. Establishing a rapport between the SRO and the student population.
5. Establishing a rapport between the SRO and parents, faculty, staff, and administrators.

Moreover, the SRO will establish a trusting channel of communication with students, parents, and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better-informed and attentive citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as consequences for violations of the law. The SRO can further serve as a confidential source of counseling for students, parents, and teachers concerning problems they face as well as providing information on community resources available to them.

VI. ORGANIZATIONAL STRUCTURE

A. Composition

The Sheriff's Office shall select and assign one (1) full-time deputy sheriff to act as the SRO in the SRO Program.

SRO of any anticipated problems, parental or otherwise, resulting from disciplinary action taken against a student.

6. Coordinating with the Sheriff's Office to make any necessary adjustments to the SRO Program throughout the school year.
7. Providing the Sheriff's Office with updated copies of all laws, rules, regulations, and Board policies applicable to Board employees, including but not limited to laws, rules, regulations and policies regarding access to confidential student records and/or the detention, investigation, and searching of students on School premises.

F. Enforcement

Although the SRO has been placed in a formal educational environment, he/she is not relieved of the official duties of a deputy sheriff with the Sheriff's Office. The SRO shall intervene, whenever necessary, to prevent any criminal act and/or maintain a safe school environment. Citations shall be issued and arrests made when appropriate and in accordance with state and federal law, and Sheriff's Office policy. The SRO, with approval of the Sheriff's Office, will have the final decision on whether criminal charges shall be filed.

The Sheriff's Office will reserve the right to temporarily remove the SRO in the event that additional deputies are needed during a critical incident or natural disaster occurring off of School premises.

G. Dismissal or Termination of SRO

In an event that would arise causing one party of this MOU to want the dismissal or termination of the SRO, they would have to have the agreement for the dismissal or termination from the other party listed within this MOU. If both parties in this MOU do not agree on the dismissal or termination of the SRO, they would agree to involve a third party to determine if there is just cause to dismiss or terminate the SRO. The third party shall not have any involved interest for the Athens County Sheriff's Office, Trimble Local School District or this MOU.

1. In the event of a dismissal or termination that is not agreed upon by both parties, five local attorneys would be contacted and one of the five would be chosen to determine if there is just cause for dismissal or termination. To determine the one attorney, all five would be placed in a hat with one being pulled as the chosen attorney.
2. Any expense from the chosen attorney would be responsible to the side that has a finding against them.
3. In the event of a successful dismissal or termination, Trimble Local School District agrees to pay the unemployment for the SRO.

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VIII. TERMINATION

This MOU may be terminated by any Party, with or without cause, upon thirty (30) days' written notice to the other Parties. Upon such termination, neither party shall have any further responsibilities to the other, or under this MOU, with the exception that the Sheriff's Office agrees to reimburse the Board for any overpayments made as a result of MOU termination.

IX. NO DEFENSE AND INDEMNIFICATION

In no event shall either the Board or the Sheriff's Office have to defend, indemnify, and/or hold harmless the other against any claims, demands, actions and suits (including attorney fees and costs) arising from either the Board's or the Sheriff's Office's performance of this MOU. The Sheriff's Office and Board mutually covenant and agree that neither will insure the actions of the other, and the Board and the Sheriff's Office will assume its own responsibility in connection with any claims made by a third party against the Sheriff's Office and/or Board subject to this provision.

X. NOTICE

Any notice, consent, or other communication in connection with this MOU shall be in writing and may be delivered in person, by mail, or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients as follows:

If to BOARD:

John Hurd, Superintendent
Trimble Local School District
1 Tomcat Dr.
Glouster, OH 45732

If to the Sheriff's Office

Rodney Smith, Sheriff
Athens County Sheriff's Office
13 West Washington St.
Athens, Ohio 45701

If to the Commissioners' Office

Athens County Commissioners
15 S. Court Street, 2nd Floor
Athens, OH 45701

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This MOU has been agreed to in cooperation with Board and the Sheriff's Office/Commissioners. As agreed to and in partnership with:

ATHENS COUNTY SHERIFF:
DISTRICT 1:

By: Rodney Smith
Rodney Smith, Sheriff

Date: 1-28/2020

TRIMBLE LOCAL SCHOOL

By: John Hurd
John Hurd, Superintendent

Date: 1/28/20

By: Paul M. Rea
Paul M. Rea, Treasurer

Date: 01/28/2020

ATHENS COUNTY COMMISSIONERS:

By: Lenny Effason
Lenny Effason
By: Chris Chmiele
Chris Chmiele
By: Charlie Adkins
Charlie Adkins

APPROVED AS TO FORM:

By: Keller J. Blackburn 1/31/2020
Keller J. Blackburn,
Athens County Prosecuting Attorney

Ohio Water Development Authority Fund Payment Request

LGA Name: Athens County

Project Name: US 50 Sanitary Sewer System Improv Phase 3

Account Number: 7958

EPA Loan Number:

Disbursement Request: 30

Date Prepared: 01/30/2020 8:23:17 AM

OWDA Fee		Invoice #	Invoice Date	Invoice Amount	Requested Amount	OWDA Fee	OWDA Fee
OW	OWDA Fee			\$5,448.00	\$5,448.00	\$0.00	
TS	Technical Services			\$706,700.00	\$701,978.05	\$4,721.95	
TS6	Land			\$850,000.00	\$701,060.28	\$148,939.72	
	Payee	Invoice #	Invoice Date	Invoice Amount	Requested Amount		
	Lavelle Law Offices, LPA		01/30/2020	\$19,235.00	\$19,235.00		
				Total	\$19,235.00		
				Total	\$19,235.00	\$19,235.00	\$129,704.72

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

For Ohio Water Development Authority Use

[illegible]

Frank Lavella

Signature of Preparer

Frank A. Lavelle

Name of Preparer (Printed):

Borrower's Authorized Representative

Signature of Borrower's Authorized Representative

Ohio Water Development Authority

Lenny Eliason, President

Name of Borrower's Authorized Representative (Printed):

Mowing Contract

This contract made this 4th day of March 2020, between Athens County 911 (hereinafter referred to as 911) and NatureScope (hereinafter referred to as Contractor).

In consideration of mutual promises of the parties, 911 and contractor agree as follows:

1. Following: Athens County 911 Tower Sites @ 75.00 per tower site.
Contractor will provide all labor, materials, services and equipment required for mowing services for the

Location	Address
1. Clouster	14 Fairlawn Avenue, Clouster
2. Nelsonville	242 St. Charles Street, Nelsonville
3. Amesville	13399/13401 New England Road, Amesville
4. Coolville	2175 Campbell Street, Coolville
5. Shade	635/991 Laurel Lane, Athens
6. Albany	4320 Marion Johnson Road, Athens
7. Athens	10565 Peach Ridge Road, Athens
8. Stewart	9633 Hagan Ridge Road, Stewart
9. Lancaster St	11 North Lancaster Street, Athens

2. Contractor will mow each property a minimum of 3 times per year for the months of spring, summer and fall season (April 1 through November 1) during the 2020 calendar year. Contractor and 911 agree that 911 reserves the right to increase the mowing frequency depending upon the weather. Contractor and 911 agree that Contractor will be notified by 911 of these special circumstances.

3. Services include mowing within the inside of each tower sites fenced in areas assuming no other vegetation other than grass will grow i.e. trees and shrubs. A walkway must be mowed at a minimum of 48 inches around the entire exterior of the fenced area and from any parking area to the gated entrance of the immediate tower site.

4. Contractor in addition to mowing, will weed eat around mowed areas including fences and parking lots, if applicable.
5. Once each site has been completed, the contractor will supply proof of completion depicting the completion of the job as required by #3 and #4 i.e. photographs. This shall be forwarded electronically to the 911 Administrative Assistant for confirmation.

6. Contractor and 911 agree that Contractor will utilize equipment owned by Contractor in the performance of these duties. Contractor and 911 agree that 911 will not provide any equipment or supplies and shall not be responsible or liable for damages to the equipment provided by the contractor or to any other property or persons during the performance of the contractor. Contractor shall be responsible for damage to all property, whether private or public which is caused by the contractor or his/her employees.

7. Contractor and 911 agree that payments to the contractor will be made monthly. Contractor agrees to provide invoices to 911 indicating the date(s) work was performed.

8. Contractor and 911 agree that 911 reserves the right to terminate a contract for unsatisfactory performance by written notice to the contract address.

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9. Contractor agrees that in the performance of the contract he/she and their employees will perform the duties in an independent capacity and not as an employee of 911. 911 and Contractor further agree that Contractor shall be responsible for payment of any local, state, or federal tax obligations on income earned through this agreement as well as for other requirements of self-employment which include but are not limited to: reporting of income to the Internal Revenue Service; payment of social security taxes, workers compensation coverage, unemployment benefits coverage and retirement benefits coverage.
10. Contractor agrees to hold 911, their successors or assigns, harmless for personal liability for claims, demands, damages to any person or any property, actions and causes of action whatsoever, resulting or arising hereafter from his performance of the services that are the subject of this contract.
11. Contractor agrees to provide 911, a Certificate of Insurance or other evidence insurance coverage and that the said company which confirms Contractor has in existence adequate liability insurance coverage and that the said coverage continues for the duration of this contract with 911.
12. 911 and Contractor further agree that either party may terminate this contract by giving the other party written notice thirty (30) days prior to said termination.

Athens County 911 has caused this Contract to be executed this 4th day of March 2020.

Aaron Maynard, Lieutenant

Interim Director 9-1-1 Communications

Mr J Kuntz 2/4/2020

Athens County Prosecutor

Athens County Commissioners' President

The Contractor has caused this Contract to be executed this _____ day of March 2020.

Boyd H. Mous

Contractor

Billing address: *41716 School Rd Albany, Ohio 45716*

Business Name: *Naturescope*

Phone: *740-541-1019*

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the 11th day of February, 2020, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX-EXEMPT LEASE PURCHASE AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of Athens County, Ohio ("Lessee") desires to obtain certain One (1) Lenco Bearcat and related Equipment (the "Equipment") described in the Tax-Exempt Lease Purchase Agreement (collectively, the "Agreement") with Municipal Asset Management, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement with Lessor substantially in the forms presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Agreement in the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement and the acquisition and financing of the Equipment under the terms and conditions as described in the Agreement are hereby approved. The _____ of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The _____ of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. Pursuant to Section 147(f)/Section 265(b) of the Internal Revenue Code of 1986,

as amended (the "Code"), Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 147(f)/Section 265(b)(3) of the Code.

Section 5. The Lessee expects to make expenditures for costs relating to the Equipment after the date of this resolution (or has made such expenditure no longer than 60 days prior to the date of this resolution) and prior to the entering into of such Agreement.

Official Intent Declaration. The Lessee reasonably expects to reimburse the expenditures it will make or has made in the last 60 days for costs of the acquisition of Equipment out of the proceeds of the Agreement to be incurred by the Lessee in a maximum principal amount not to exceed \$300,000 after the date of payment of all or a portion of such acquisition costs. All reimbursed expenditures shall be capital expenditures as defined in Section 1.150-1 (h) of the Regulations.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Signed this February 11, 2020

Athens County, Ohio
Lessee

ATTEST:

Lenny Eliason, President

JoAnn Rockhold, Clerk

Chris Chmiel, Vice-President

Charlie Adkins

Water Pollution Control Loan Fund Agreement

WATER POLLUTION CONTROL LOAN FUND ASSISTANCE AGREEMENT

This Agreement ("Agreement" or "WPCLF Assistance Agreement") made and entered into by and between the Director of Environmental Protection (the "Director"), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the State of Ohio, and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed on the date specified on Exhibit 1 as the "Resolution Date" by the legislative authority of the Borrower (the capitalized terms not defined in the recitals being as defined in Article I hereto);

WITNESSETH

WHEREAS, Title 33 Chapter 34, Subchapter VI of the Clean Water Act, as amended (the "CWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states which have established a state water pollution control revolving loan fund; and

WHEREAS, pursuant to the CWA, states may provide loans and other types of financial assistance from a water pollution control revolving loan fund to local communities, municipal or intermunicipal and interstate or state agencies for the construction of publicly-owned wastewater treatment facilities as defined in Section 212 of the CWA, 33 U.S.C.A. 1293 and for the implementation of nonpoint source pollution control management programs and development and implementation of plans under the erosion protection programs; and

WHEREAS, the Ohio General Assembly has created the Ohio Water Pollution Control Loan Fund ("WPCLF") to be administered by the Director pursuant to Ohio Revised Code Section 6111.036 to provide loans and other types of financial assistance as set forth in said Section; and

WHEREAS, 33 U.S.C.A. § 1293 authorizes states to provide additional subsidies in the form of principal forgiveness to recipients of assistance from their water pollution control revolving loan funds; and

WHEREAS, to assist the Director (whenever the term "Director" is used herein, such term shall also be deemed to include any representative the Director may designate to act on his behalf) in providing loans and other types of financial assistance from the WPCLF, and to assist in the administration and operation of the WPCLF as authorized by the Ohio Revised Code Section 6111.036, the Director has entered into an Interagency Agreement with the Ohio Water Development Authority (the "OWDA"); and

WHEREAS, the Borrower is desirous of obtaining financing from the WPCLF under 33 U.S.C.A. § 1293 for necessary Project Facilities; and

WHEREAS, the Director proposes to provide financing to the Borrower for necessary Project Facilities, and the Director has determined that the Borrower has complied with the requirements of Ohio Revised Code Section 6111.036, and is therefore eligible for financial assistance for its Project Facilities under the CWA and said Section; and

WHEREAS, the financing provided under this Agreement consists wholly of a loan accompanied by a full principal forgiveness subsidy; and

WHEREAS, as a result of the principal forgiveness subsidy, no repayment of principal and no payment of interest by the Borrower is required or expected, and therefore this Agreement is not a "WPCLF Loan";

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Agreement" and the financial assistance it contemplates is not a "WPCLF Loan" for purposes of trust indentures that secure bonds issued by the OWDA for the WPCLF; and

WHEREAS, under the Interagency Agreement, the OWDA is not required to approve WPCLF assistance of the sort contemplated by this Agreement; and

WHEREAS, the Director and the Borrower have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Section 1.1. Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Approved Application" means the application submitted to the Director on the date shown on Exhibit 1 as the "Application Date," together with all attachments, supporting documentation, amendments and explanations thereto as approved by the Director, together with any amendments thereto approved by the Borrower and the Director after the date of this Agreement.

(b) "Borrower" means the entity identified on Exhibit 1, which is an entity eligible to receive assistance under Section 603(c) of the CWA and ORC Section 6111.036.

(c) "Effective Date" means the more recent date of execution of this Agreement by the signatures as indicated hereto.

(d) "Eligible Project Costs" means the allowable costs associated with the construction of the project that may be requested for disbursement from the WPCLF, as shown in the description and distribution portion of Exhibit 1, which is hereby incorporated into this Agreement, and as described in Appendix G of the State of Ohio Water Pollution Control Loan Fund Program Management Plan.

(e) "Homeowner" means the individual person or persons who hold title to the house where the Project Site and the Project Facilities are located.

(f) "Guidance" means the Director's most recently published version of the State of Ohio Water Pollution Control Loan Fund Program Management Plan, including in particular Appendix G.

(g) "Finding of No Significant Impact" means all materials developed by the Borrower and the Director in satisfaction of Ohio Revised Code Section 6111.036 (J)(4) and Division 6111.036 (L).

(h) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit 1 attached hereto and made a part hereof, and more particularly described in the approved plans and specifications on file with the local health district that has jurisdiction for review, approval, and inspection of the home sewage system improvements located at the Project Site.

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(i) "Project Site(s)" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

ARTICLE II - PROPERTY INTEREST IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THEREIN

Section 2.1. Project Sites shall be owned by Homeowners prior to the construction of the Project Facilities.

Section 2.2. The Borrower agrees to ensure that, as a condition of its assistance to individual Homeowners, the Director or its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site(s) and Project Facilities, and to examine and inspect the same and to exercise the Director's rights pursuant to this Agreement.

ARTICLE III - CONSTRUCTION OF PROJECT FACILITIES, AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the Borrower agrees to do all things necessary to ensure construction of the Project Facilities on the Project Site(s).

Section 3.2. The Borrower agrees that:

(a) It will proceed expeditiously with, and complete, the Project Facilities in accordance with the specific terms and conditions of the plans and specifications as approved by the local health district, the Finding of No Significant Impact, and the approved project schedule. The Borrower accepts such performance as an essential element of this Agreement.

(b) The construction contract(s) for the Project Facilities will provide that the designated representatives of the Director will have access to the work whenever it is in preparation or progress and that the contractor will provide for such access and inspection.

(c) The construction of the Project Facilities on the Project Site(s), including the letting of contracts in connection therewith, will conform to and will be performed in compliance with this Agreement, all applicable requirements of federal, state, and local laws, ordinances, rules and regulations, including, without limitation, all applicable federal, state, and local environmental laws and regulations. In the event of a conflict between a contract and this Agreement, the terms of this Agreement shall prevail. All contracts shall include a statement that "in the event of a conflict between a contract and the WPCLF Assistance Agreement, the provisions of the WPCLF Assistance Agreement shall prevail."

(d) All construction contracts and contractors' estimate forms will be prepared so that materials and equipment furnished to the Borrower may be readily identified by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.

(e) It will not submit requests for disbursement of non-Eligible Project Costs. If based on a payment request submitted by the Borrower, the Director or the OWDA disburses funds from the WPCLF which are subsequently determined to be for non-Eligible Project Costs, the Director will be under no obligation to provide WPCLF funding beyond the Eligible Project Costs as shown on Exhibit 1, as amended.

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(f) Any change or changes regardless of costs that substantially modify the proposed Project Facilities or alter the direct or indirect impact of the Project Facilities upon the environment will be submitted to the Director for prior approval. The Borrower shall not submit to the OWDA or to the Director payment requests for Eligible Project Costs associated with the change orders until the Director's approval has been obtained.

(g) The Borrower shall not submit to the OWDA or to the Director payment requests for Eligible Project Costs unless the Borrower is in full compliance with the terms of this agreement.

(h) Except as otherwise provided in this Agreement, the Borrower shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.3. The Borrower shall keep accurate records of the Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Accounting Standards (GAGAS). The Borrower shall permit the Director, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, which examination may include examination for compliance with the CWA, and Ohio Revised Code Section 6111.036, and the Borrower shall submit to the Director such documents and information as they may require in connection therewith.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of its contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate. Until the Project Facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain General Liability Insurance (fire and extended coverage), or the equivalent, on a 100 percent basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the Borrower, the prime contractor and all subcontractors, as their respective interests may appear.

Section 3.6. The Borrower shall provide and maintain competent and adequate technical services through the local health district with jurisdiction over the Project Facilities. These services shall include the supervision and inspection of the development and construction of the Project Facilities in accordance with the specific terms and conditions of each of the following:

(a) applicable state and local laws, regulations, ordinances, and standards for the design of the Project Facilities, including those contained in the Guidance. Where a conflict may exist between local standards and those identified in the Guidance, those of the Guidance shall be followed;

(b) approved plans and specifications on file with the local health district that has jurisdiction over the individual Project Facilities;

(c) the Finding of No Significant Impact; and

(d) any Director-approved project plans and specifications, or Director-approved amendments thereto.

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Section 3.7. Subject to the terms and conditions of this Agreement and the approval of the Director, and upon compliance by the Borrower with all applicable requirements of the WPCLP, Ohio Revised Code Section 6111.033, and the CWA that must be met before receiving disbursement of Eligible Project Costs, the Director shall request that Eligible Project Costs be disbursed by the OWDA. In the event this Agreement is terminated by the Director pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, and such termination occurs prior to the completion of the Project Facilities, any Eligible Project Costs disbursed but not expended for eligible Project Facilities shall be due and payable in full no later than thirty (30) calendar days after said termination, or at the Director's option, upon terms mutually agreed to between the Director and the Borrower.

Section 3.8. Upon being satisfied that the applicable pre-construction requirements of this Agreement have been met, the Director shall request that the OWDA deliver to the Borrower a certificate, signed by the trustee for the WPCLP (hereinafter referred to as the "Trustee," which has entered into a Trust Agreement with the Director and the OWDA to provide for the administration of the WPCLP), certifying that monies in the amount necessary to pay all Eligible Project Costs are available or are within the present WPCLP Federal letter of credit ceiling and have been set aside by the Trustee to pay such Eligible Project Costs. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the Borrower, subject to the terms and provisions of this Agreement and the Interagency Agreement, the Director shall request that the OWDA cause the Trustee to disburse monies of the WPCLP in payment of the invoices, demands for payment, or other evidence of cost incurrence to be made to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth in such certificate to pay such obligated Eligible Project Costs.

Section 3.9. Upon completion of the Project Facilities, the Borrower shall make a full and complete accounting to the Director of the final Eligible Project Costs.

Section 3.10. The Borrower shall comply with all federal and state laws, executive orders, regulations, policies, and conditions relating to WPCLP assistance.

ARTICLE IV - GENERAL REPRESENTATIONS AND AGREEMENTS;
EVENTS OF DEFAULT AND REMEDIES

Section 4.1. The Borrower hereby represents and warrants that:

(a) It is and shall remain in compliance, and shall take whatever actions are necessary to assure compliance, with all applicable federal, state, and local laws, ordinances, rules, regulations, and provisions of this Agreement, including without limitation the CWA and Ohio Revised Code Section 6111.034, subject to its right to contest in good faith the issue of non-compliance, and

(b) There is no litigation or administrative action or proceeding pending on, to the best of its knowledge, threatened against the Borrower, which has not been disclosed to the Director in writing prior to the Effective Date, wherein a result adverse to the Borrower could reasonably be expected to have a materially adverse effect on the ability of the Borrower to meet its obligations under this Agreement, and

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(c) Except as heretofore disclosed in writing to the Director, no judgment or consent order has been rendered against the Borrower, and the Borrower is not a party to any agreement, which imposes, will impose, or has imposed any fines or monetary penalties upon the Borrower for the violation of any federal, state, or local law, ordinance, or regulation, which fines or monetary penalties have not heretofore been paid in full.

(d) It will do all things necessary to ensure that the explicit and implicit actions identified in the Agreement will be implemented in accordance with the terms of the guidance.

Section 4.2. Each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The Borrower shall fail to observe and perform any obligations, agreements, or provisions of this Agreement, which failure shall continue for thirty (30) days after receipt of written notice thereof from the Director.

(b) Any representations made by the Borrower in Section 4.1 shall at any time prove to be false.

Section 4.3. Whenever a breach or default by the Borrower shall have occurred and be continuing under this Agreement, or whenever the Director determines that any representation made by the Borrower in this Agreement or in any of the documents referred to in Section 3.2.10) is false, then, in addition to any other rights or remedies available to the Director at law or otherwise, the Director may (i) terminate or suspend all further financial assistance to the Borrower under this Agreement, (ii) demand the recoupment of financial assistance provided under this Agreement and exercise all lawful remedies for that purpose, and (iii) prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 4.4. No right or remedy conferred upon the Director under Sections 4.3 hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 4.5. The Borrower releases the State, its officers, employees, and agents from, and agrees that they shall not be liable to the Borrower for, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Facilities, or the use thereof provided that such release under this Section shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees that the State, its officers, employees, and agents shall be released from, and shall not be liable to the Borrower for, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities, or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

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ARTICLE V - MISCELLANEOUS PROVISIONS

Section 5.1. Any invoice, accounting, demand, or other communication under this Agreement by a party to this Agreement to the other party or to the OWDA shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(a) in the case of the OWDA, is addressed to or delivered by hand to:

Ohio Water Development Authority
480 South High Street
Columbus, Ohio 43215
Attn: Executive Director

and,

(b) in the case of the Director, is addressed to or delivered by hand to:

Ohio Environmental Protection Agency
Lansing Government Center
80 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43215-1049
Attn: Chief, Division of Environmental and Financial Assistance

and,

(c) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 5.2. Any approval of the Director required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the Director or the satisfaction or evidence of satisfaction of the Director shall be interpreted as requiring a response by the granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 5.3. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the Council to the Director and upon the certification of availability of funds as provided in Section 3.8. hereof.

Section 5.4. If any provision of this Agreement or the application thereof to any person or circumstances be held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable. In lieu thereof the parties agree that there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Section 5.5. This Agreement shall become effective as of the Effective Date, and this Agreement shall continue in full force and effect until the day the obligations of the Borrower under this Agreement have been fully satisfied.

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Water Pollution Control Loan Fund Agreement

Section 5.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the Director. The Director, at its option, may assign this Agreement without the consent of the Borrower.

Remainder of this page intentionally blank.

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Water Pollution Control Loan Fund Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the "Effective Date."

APPROVED AS TO FORM
By _____
Ohio EPA Counsel
Print Name _____
Date _____

OHIO ENVIRONMENTAL PROTECTION AGENCY
By _____
Laurie A. Stevenson, Director
Print Name _____
Date _____

APPROVED AS TO FORM
By _____
Borrower's Counsel
Print Name _____
Date _____

BORROWER
By Lenny Eliason
Authorized Representative
Print Name Lenny Eliason
Title PERMANENT
Date 2/4/2020

Water Pollution Control Loan Fund

Project Name: 2020 HSTS Replacement Program		Exhibit 1	
Borrower: Athens County		Loan Number: HST20005-0010	
Address: 15 S. Court Street		Zip Code: 45701	
City & State: Athens, OH		Phone: (740) 552-3219	
Borrower's Authorized Representative: Lenny Eliason			
Project Description This project is for the repair/replacement of household sewage treatment systems (HSTS) in Athens County.			
Cost Data			
Activities	Eligible	Total Project Cost	
Construction			
HSTS Technical Services - HSTS Improvements	\$150,000.00	\$150,000.00	
Total Estimated Cost	\$150,000.00	\$150,000.00	
WPCLF Loan Information			
Interest Rate:	0.0%	Principal Amount:	\$0.00
Term in Years:	20.0	Interest:	\$0.00
Number of Payments:	40	Total Cost of Borrowing:	\$0.00
Participation Rate:	0.0	Payment:	\$0.00
Principal Forgiveness Amount:	\$150,000.00		
Project Schedule			
Application Date:	08/31/2019	Project Completion:	11/30/2021
Resolution Date:	01/07/2020	Date of Initial Payment:	N/A
Pledged Revenues Section 603(d)(1)(C) of the Clean Water Act requires one or more dedicated sources of revenue for repayment of the loan. The following information specifies those sources:			
Revenue Source			
Special Assessments			
General Taxes			
Wastewater Service Charge			
Other:			
Total	\$0.00		
To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to allow the project to be fully implemented.			
<u>Lenny Eliason</u>		<u>2/4/2020</u>	
Lenny Eliason		Date	

(1)