

**July 11, 2016**

**Agenda**

*Pledge of Allegiance*

*1:15 Jeannette Wierzbicki-OMEGA Update*

Approve Minutes

Transfer of Funds

Amend Resolution (589-2016) Interfund Transfer/Advance

Award Bid-Mineral City Tank Rehabilitation Project

Establish Prosecutor's Drug Law Enforcement Fund

Authorize Signature-County Road Maintenance Agreement-Oxford Mining Company

Operations Agreement-Tuscarawas Valley Local School District Board of Education

Memorandum of Understanding-Antenna Site License-Dover City Schools

Memorandum of Understanding-Antenna Site License-Claymont City School District

Memorandum of Understanding-Antenna Site License-Tuscarawas Valley Local Schools

Pay Bills

*Other Business*

Adjourn

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**RESOLUTION (-2016) AMEND RESOLUTION (589-2016) INTERFUND TRANSFER/ADVANCE**

It was moved by Commissioner, seconded by Commissioner, to amend RESOLUTION (589-2016) as follows:

*Treasurer, Tusc. Co.                      Water(P05) to Water(Q75)                      \$105,000.00*

The original fund was listed as Sewer(P00) with the amended fund Water(P05).

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## TRANSFER OF FUNDS

DEPARTMENT: 0120 Common Pleas Court

FUND NAME: A00 County General

PERSON REQUESTING: Court Administrator Elizabeth W. Stephenson

DATE: July 6, 2016

FROM: A002-B06  
Attorney Fees

TO: A002-B05  
Contract Services

AMOUNT: \$600.00

REASON: Courtroom recording software add on module for recording system.

FROM:

TO:

AMOUNT:

REASON:

BE SPECIFIC ON THE REASON FOR THE TRANSFER

*Wm. J. Farrell*

*7/6/2016*

SIGNATURE OF AUTHORIZED PERSON

DATE

Tuscarawas County Court of Common Pleas, General Trial Division  
OFFICE/DEPARTMENT

**RESOLUTION (-2016) AWARD BID-MINERAL CITY TANK REHABILITATION PROJECT**

It was moved by Commissioner, seconded by Commissioner, to award the bid to Worldwide Industries Corp, in the amount of \$168,600.00 for the Mineral City Tank Rehabilitation Project and authorize Michael Jones, Director Tuscarawas County Metropolitan Sewer District to issue the Notice of Award. This award is taken upon the recommendation of Dixon Engineering.

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**RESOLUTION \_\_\_\_-2016**  
**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

**IN THE MATTER OF A RESOLUTION TO ESTABLISH A  
PROSECUTOR'S DRUG LAW ENFORCEMENT FUND**

The Board of Tuscarawas County Commissioners met in regular session on the \_\_\_\_ day of July, 2016, with the following members present: Belle Everett, Kerry Metzger, Chris Abbuhl. Ms/Mr. \_\_\_\_\_ moved the adoption of the following:

**Resolution**

WHEREAS, under R.C. 2925.03, in order to administer the payment of mandatory drug fines, a fund is required to be established;

THEREFORE, BE IT RESOLVED, that the Board of Tuscarawas County Commissioners authorize that the following Fund be established: Prosecutor's Drug Law Enforcement Fund (B02 Fund).

BE IT FURTHER RESOLVED, that it is found and determined that all formal actions of this Board of County Commissioners, County of Tuscarawas, State of Ohio, concerning the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements of R.C. 121.22.

Mr./Ms. \_\_\_\_\_ seconded the Resolution and the roll call being called upon its adoption, the vote resulted as follows:

Belle Everett - Yes  
Kerry Metzger - Yes  
Chris Abbuhl - Yes

\_\_\_\_\_  
Maria A. Lautenschleger, Clerk  
Board of Tuscarawas County Commissioners

Resolution \_\_\_\_\_ adopted \_\_\_\_\_, 2016.

This Resolution was prepared and approved as to form by the office of the Tuscarawas County Prosecutor, Robert R. Stephenson II, Assistant Prosecuting Attorney.

COUNTY ROAD MAINTENANCE AGREEMENT

This County Road Maintenance Agreement (this "Agreement") is entered into by and between Oxford Mining Company, LLC ("Oxford"), an Ohio limited liability company, with its principal place of business at 544 Chestnut Street, P.O. Box 427, Coshocton, Ohio 43812 (Telephone 740.622.6302) and the Tuscarawas County Engineer ("Engineer") its principal place of business at 832 Front Avenue SW, New Philadelphia, Ohio 44663 (Telephone 330.339.6648) to be effective as of July 1<sup>st</sup>, 2016 (the "Effective Date").

WHEREAS Oxford desires to use and the Engineer desires to permit Oxford to use 1.4 miles of County Road 28 (Watson Creek Road) and County Road 10 (Gilmore Road), from the current Oxford haul road entrance East to the intersection of County Road 29 (the "Road"), for the purpose of hauling coal for a period not to exceed five (5) years from the Effective Date (such period, the "Term").

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, and in further consideration of the promises and covenants herein,

IT IS AGREED that damages may occur from Oxford's use of the Road during the Term and Oxford agrees to (1) the payment of fifty thousand dollars (\$50,000) within 60 days of the Effective Date ("Initial Payment"), (2) each subsequent year on the anniversary date of the Effective Date, Oxford agrees to pay thirty thousand dollars (\$30,000) for continued hauling, (3) To furnish all material needed for dust control during Oxford's use of the Road and (4) One (1) year after completion of all coal hauling activity, Oxford agrees to pave the Road surface with two (2) inches of motor paving or two inches of ODOT item 301 base asphalt to a width matching the existing pavement width.

After Oxford has paved the Road and Oxford has performed all other obligations under this Agreement, Oxford shall cease to have any further obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and agreed upon effective as of the Effective Date.

OXFORD MINING COMPANY, LLC

TUSCARAWAS COUNTY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Joe Bachman, Tuscarawas County Engineer

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_

**RESOLUTION (-2016) OPERATIONS AGREEMENT –TUSCARAWAS VALLEY LOCAL  
SCHOOL DISTRICT BOARD OF EDUCATION**

It was moved by Commissioner, seconded by Commissioner, to approve the Wastewater Treatment Plant Operations Agreement between the Tuscarawas County Board of Commissioners and the Tuscarawas Valley Local School District Board of Education.

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**TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT**  
WATER AND SEWER DEPARTMENT

SANITARY ENGINEER  
Michael Jones, P.E.  
SUPERINTENDENT  
Justin Angel

COMMISSIONERS  
Chris Abbuhl  
Belle Everett  
Kerry Metzger

July 7, 2016

To: Commissioners

From: Mike Jones

**Re: Wastewater Treatment Plant Operations Agreement  
Tuscarawas Valley Local School District**

We have been approached by the Tuscarawas Valley Local School District to operate their wastewater treatment facility on their behalf. Based upon an on-site review of the School's existing facilities; their current OEPA permit; and due to the plant's close proximity to our main facilities, we can accommodate this request without adversely impacting our ability to meet all other existing operational obligations.

This "shared services" arrangement provides a benefit to the School District by providing cost-effective contract operations of their facilities. At the same time, it provides the County with an additional source of revenue to supplement our operations.

I have enclosed an Agreement between the School District and the Board of Commissioners for such contract operations, and I am asking that you give due consideration of the approval of the Agreement. The Agreement has been approved as to form by our Special Legal Counsel, Brad Zimmerman and has also been approved by the School District's Board of Education.

Please let me know if you have any questions or need additional information regarding this agreement. Thank you for your consideration in this matter.

*We are an equal opportunity provider and employer*

9944 Wilkshire Boulevard NE • Bolivar, Ohio 44612 • (330) 874-3262 • Fax (330) 874-4203

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## WASTEWATER TREATMENT PLANT OPERATIONS AGREEMENT

THIS IS AN AGREEMENT effective as of July 1, 2016 ("Effective Date") between the **Tuscarawas County Board of Commissioners** ("County") and the **Tuscarawas Valley Local School District Board of Education** ("School").

The School owns and maintains the Tuscarawas Valley High School Wastewater Treatment Plant ("WWTP") located at 2637 Tusky Valley Road, Zoarville, Ohio 44656. The discharge from the WWTP is authorized under the Ohio Environmental Protection Agency's ("OEPA") *General Permit Authorization to Discharge Wastewater From Sewage Treatment Systems Designed to Treat an Average Flow of 25,000 Gallons Per Day or Less* under the Nation Pollutant Discharge Elimination System. The effective date of such General Permit is May 1, 2015 and the permit expires on April 30, 2020. The general permit number for the WWTP is OGS00097\*AG.

The School does not have an OEPA certified operator on staff and intends to enter into this Agreement with the County to provide the needed staffing and other services as defined herein.

### **ARTICLE 1 SCHEDULE FOR RENDERING SERVICES**

- 1.1 The County shall begin rendering services following the Effective Date of the Agreement conditioned upon written confirmation of the following:
  - A. The County is established as a delegated official with OEPA on behalf of the School so that the County can file eDMRs.
  - B. The County is established as the Operator of Record for the WWTP.
  - C. Any other records or paperwork are made available to the County for the purposes of operating the WWTP.

### **ARTICLE 2 TERM OF AGREEMENT**

- 2.1 This Agreement shall last for a period of one (1) year commencing on the effective date of the Agreement. The County and the School hereby delegates to the Tuscarawas County Sanitary Engineer and the Tuscarawas Valley Local Schools Superintendent the authority to renew such Agreement on an annual basis for as long as it is in the mutual interest of both parties.

### **ARTICLE 3 DIVISION OF RESPONSIBILITIES AND DUTIES**

- 3.1 Correspondence from OEPA relating to the WWTP received by either party shall be promptly sent directly to the other party.
- 3.2 The School understands that it is ultimately responsible for the operation of the WWTP in compliance with Ohio Environmental Protection Agency (OEPA) Rules and Regulations.
- 3.3 The School is retaining the County to perform specific duties for the operation of the WWTP in compliance with OEPA requirements.
- 3.4 The School shall be responsible to pay all OEPA fines; however, should the County fail to perform its duties as described herein or as required under OEPA rules, the County shall be

- responsible for OEPA fines as a result of performance, duties, or actions within its responsible charge and as it relates to reporting violations or system operation.
- 3.5 The School shall make all reasonable efforts to provide the County with documents and records that are necessary for the proper operation of the WWTP. This information includes, but is not limited to, record drawings, O&M Manuals, reporting records, log books, equipment maintenance records, etc.
- 3.6 The County will make site visits as necessary in order to operate, maintain, and/or monitor the WWTP in accordance with OEPA requirements.
- 3.7 The County shall staff the School's WWTP using valid State of Ohio Certified Operators per OEPA requirements at the level required to operate the facility. The County understands that it is responsible to OEPA and the School to operate the system in compliance with OEPA rules and regulations.
- 3.8 The County will provide the Owner with written notices of any issues, expenditures, or necessary actions that must be taken to keep the WWTP in good condition and reliable operation all in accordance with OEPA rules and regulations.
- 3.9 Operator Log Book
- A. The County shall maintain and update the WWTP log book, which shall be kept at the School. Entries shall include the time and date of visits, any adjustments performed on equipment and elapsed time meter readings on the dosing pumps.
- 3.10 Maintenance, Short Lived Assets and Capital Improvements
- A. Preventive maintenance and basic equipment maintenance shall be the responsibility of the School.
- B. The School shall be responsible for maintaining the aesthetics of the facility and shall maintain the WWTP in a clean, neat and orderly fashion. The ground shall be kept free of mud, debris, trash, sewage, screenings, sludge, etc.
- C. The School shall be responsible for basic exterior maintenance. Trees and shrubs shall be kept trimmed, grass shall be maintained and mowed, and other grounds shall be free of noxious weeds, debris, trash, etc; and the site shall be secured, locked, and fences shall be kept in good repair.
- D. The School shall be responsible for preventive maintenance, as well as any capital improvements necessary to ensure the WWTP remains in compliance with the terms of the facility's NPDES General Permit. TCMSD will not be responsible for any maintenance or improvement related activities.
- 3.11 Recordkeeping
- A. The School shall be responsible for organizing, maintaining, and filing all required records in one place at the School.
- 3.12 Reporting
- A. Electronic Discharge Monitoring Reports (eDMRs)
1. The County shall submit timely eDMRs in accordance with OEPA schedule requirements.

#### **ARTICLE 4 INSURANCE REQUIREMENTS**

- 4.1 The school shall provide certificates that name the County as an additional insured under the school's general liability coverage. The submitted forms shall contain a provision that

coverage afforded under the insurance policies will not be cancelled or materially change unless at least ten (10) days prior written notice is provided to the County.

#### ARTICLE 5 AMENDMENTS

- 5.1 Any modifications to the content of this Agreement shall be authorized in the form of a Supplemental Agreement approved by the legislative boards of each respective party.

#### ARTICLE 6 DESIGNATED REPRESENTATIVES

- 6.1 The designated representative for the County shall be:

*Justin Angel, Superintendent  
9944 Wilkshire Boulevard NE  
Bolivar, OH 44612  
Phone: (330) 874-3262  
Fax: (330) 874-4203  
Email: jangel.tcmsd@gmail.com*

- 6.2 The designated representative for the School shall be:

*Mike Spillman  
Transportation, Building/Grounds Supervisor  
2637 Tuscarawas Valley Rd NE  
Zoarville, OH 44612-9692  
Phone: (330) 859-2556  
Fax: (330) 859-8826*

#### ARTICLE 7 INVOICES AND PAYMENTS

- 7.1 Invoices

- A. The County shall prepare invoices in accordance with its standard invoicing practices and in a manner acceptable to the School. The County shall submit its invoices to the School no more than once per month. Invoices are due and payable within 30 days of receipt.

- 7.2 Payments

- A. *Failure to Pay.* If the School fails to make any payment due to the County within 30 days after receipt of the County's invoice, then:

1. Amounts due the County will be increased at the rate of 1.0% per month from said sixtieth day; and
2. The County may, after giving 7 days written notice to the School, suspend services under this Agreement until the School has paid in full all amounts due for services, expenses, and other related charges. The School waives any and all claims against the County for any such suspension.

- B. *Disputed Invoices.* If the School contests an invoice, the School may only withhold that portion so contested, and must pay the undisputed portion.

- 7.3 Payments to the County for Services and Expenses shall be made in accordance with the following schedule:

Task	Amount	Frequency
Daily plant operations	\$350.00 per month	5 days per week
eDMR Reports	\$35.00 per month	Monthly
Pump run times (flow)	No charge	Daily (weekends will be estimated)
DO sampling and reporting	No charge	Quarterly

Task	Amount	Frequency
pH sampling	No charge	Once per quarter
TSS sampling	\$15.00 each	Once per Quarter
Nitrogen, Ammonia sampling	\$15.00 each	Quarterly
E. coli sampling	\$15.00 each	Summer – Quarterly
Chlorine, Total Residual sampling	\$15.00 each	Summer – Quarterly
CBOD <sub>5</sub> sampling	\$15.00 each	Quarterly
NPDES General Permit Renewal	\$150.00 each	Every 5 years

**ARTICLE 8 EMERGENCIES**

- 8.1 In the event of an emergency, the School may request additional services from the County. The charge for these services will be determined by the Tuscarawas County Sanitary Engineer and shall be based upon the actual labor, material, and equipment expenses incurred by the County during such emergencies.
- 8.2 The County reserves the right to decline such requests based upon the County’s priorities for provision of service to its customers.

**ARTICLE 9 TERMINATION**

- 9.1 The obligation to provide further services under this Agreement may be terminated:
  - A. For cause,
    - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - B. For convenience,
    - 1. By either party upon receipt of 30 days written notice from the other party.

**ARTICLE 10 DISPUTE RESOLUTION**

- 10.1 The County and the School agree to negotiate all disputes between them in good faith for a period of 30 days from the dated notice prior to invoking the procedures in Article 11.2.
- 10.2 The County and the School agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by an American Arbitration Association mediator. If such mediation is unsuccessful in resolving a Dispute, the parties may mutually agree to a dispute resolution of their choice, including but not limited to arbitration or by a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**TUSCARAWAS COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
(Printed Name)

Approved as to Form

D. Brad Zimmerman      6-21-2016  
D. Brad Zimmerman      Date  
Special Counsel to the Tuscarawas County  
Metropolitan Sewer District

**TUSCARAWAS VALLEY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION**

By: Susan J. Kaschak (Signature)  
Susan J. Kaschak (Printed Name)

Title: Board President

Date Signed: 6/13/16

Attest:  
Mark A. Murphy (Signature)  
Mark A. Murphy (Printed Name)

**RESOLUTION (-2016) MEMORANDUM OF UNDERSTANDING ANTENNA SITE LICENSE-  
DOVER CITY SCHOOLS**

It was moved by Commissioner, seconded by Commissioner, to approve the Memorandum of Understanding-Antenna Site License between Tuscarawas County Board of Commissioners and Dover City Schools.

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**MEMORANDUM OF UNDERSTANDING**  
**ANTENNA SITE LICENSE**

**Site Name:** New Philadelphia, Ohio

**Name and Address of Licensor:**

Tuscarawas County Board of County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio, 44663

**Name and Address of Licensee:**

Dover City Schools  
520 North Walnut Street  
Dover, Ohio, 44622

**License Fee:**

One Hundred Seventy-Five Dollars (\$175.00) per month commencing on the commencement date as defined below. License Fee increase calculation is defined in paragraph four (4).

**Term:**

Five (5) years commencing on June 1, 2016, ("Commencement Date") and ending on May 31, 2021.

**Equipment to be installed on licensed property:**

- a. 20' UHF transmit antenna with 7/8" cable @ 180'
- b. 100 watt UHF Repeater

**Location of Licensed Property including site coordinates and address:**

Latitude: 40° 35' 19"  
Longitude: 81° 28' 10"

Address: French Hill Road, Dover, Tuscarawas County, Ohio

THE TERMS AND CONDITIONS OF THIS LICENSE ARE AS FOLLOWS:

1. **License of Licensed Premises.** Licensor agrees to license the Licensed Premises to Licensee as described on page one (1) of this Agreement.
  2. **Use of Licensed Premises.** The Licensed Premises are to be used for the installation, operation, and maintenance of equipment, including cabling or wiring and accessories used therewith. All equipment or other property
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attached to or otherwise brought onto the Licenses Premises shall at all times remain the personal property of Licensee.

3. **Term.** The term of this Antenna Site License is indicated on page one (1) of this Agreement. Licensee shall have the option to renew this Antenna Site License for one (1) like period under the same terms and conditions as contained in this Antenna Site License by mailing written notice to Licensor at least ninety (90) days before the expiration of the term indicated on page one (1) of this Agreement. If the site becomes unfit or undesirable for use for Licensees' purpose, Licensee may terminate this Antenna Site License by mailing written notice to Licensor, which shall be effective ninety (90) days after it is mailed by Licensee. If Licensee holds over at the end of the term it shall create a month-to-month tenancy subject to the provisions of this Antenna License with applicable rent increases.
  4. **License Fee.** Each month during the initial year of this License term and while Licensor is not in default, Licensee will pay to Licensor in advance the monthly License fee indicated on page one (1) of this Agreement. The monthly rent shall be increased by three percent (3%) for each successive year of the initial License term and for each successive year of any renewal License term. Payments received after the tenth (10<sup>th</sup>) day of the month in which it is due, shall incur a late payment equaling one and one-half percent (1 ½%) per month.
  5. **Access to Equipment.** Licensee shall have the right to enter the Premises for maintenance and to carry out all its functions under the Federal Communications Commission (FCC) license, subject to the policies and procedures of Licensor. This access shall be on a 24-hour basis and would include a set of keys if building did not have personnel on duty on a 24-hour basis.
  6. **Payment Start Date.** This Agreement will begin at installation for payment purposes or no later than ninety (90) days from execution of the Agreement, whichever is first. Notification of installation completion should be sent to Tuscarawas County 911, 2295 Reiser Avenue, S.E., New Philadelphia, Ohio, 44663.
  7. **Assignments.** Nothing in this Agreement shall be construed to preclude assignment by Licensee of any or all its right under this Agreement to any affiliate of Licensee or subsidiary which lawfully accepts and becomes lawfully bound by this Agreement. If Licensee assigns this Agreement to any other party, Licensee will give written notice and request Licensor's permission which will not be unreasonably withheld nor unduly delayed.
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8. **Liability.** Licensee will carry during the term of this Antenna Site License the following insurance with the customary coverage and exclusions:

Bodily Injury. Five Hundred Thousand Dollars (\$500,000.00) for injury to any one person and Five Hundred Thousand Dollars (\$500,000.00) for all injuries sustained by more than one person in any one occurrence.

Property Damage. One million dollars (\$1,000,000.00) for damages as a result of any one accident.

Licensee agrees to furnish Licensor with certificates of insurance certifying that Licensee has agreed to the above specified insurance, the certificate shall name the Licensor as an additional insured, and it is agreed that Licensee's liability shall be limited to the risks and amounts covered by this insurance.

9. **Non-Liability; Representations.** In no event shall Licensor or any of its partners, officers, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage, or loss is proximately caused by the gross negligence of willful misconduct of Licensor. Further, Licensor shall not be liable for (1) any such damage caused by tenants, licensees or persons in, upon or about the building and tower, including any of the Licensed Premises, or caused by construction or any private, public, or quasi-public work, or (2) any incidental, special punitive or consequential damages arising or to any loss of use of the Licensed Premises or any part thereof, unless it is due to the gross negligence or willful misconduct of Licensor.
10. **Condition of Site.** During the term of this Antenna Site License, Licensor shall keep the Licensed Premises and the property owned by Licensor of which they are a part in good condition and repair. Upon termination or expiration of this Antenna Site License, Licensee will surrender the Licensed Premises to Licensor in good condition except (1) for reasonable wear and tear, (2) for damage due to causes beyond Licensee's control or without its fault or negligence, or (3) for both.
11. **Defaults.** Licensee shall have fifteen (15) days after the receipt of written notice to cure any monetary default and thirty (30) days after the receipt of written notice to cure any non-monetary default; provided, however, that if any default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, the party shall be given the necessary time to cure the default.
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12. **Equipment Installation and Maintenance.** The equipment listed on page one (1) of this Antenna Site License shall be installed by the Licensee. The equipment shall be installed by Licensee in accordance with Licensor's specifications, standards and maintained in good working order. Licensor has the right to require Licensee to install additional interference reduction equipment if the situation warrants such. It is expressly agreed and understood that Licensees' equipment shall be installed and maintained so as not to interfere in any manner whatsoever with the equipment of Licensor or any other Sublicensee and licensee operating and maintaining its equipment on the premises of Licensor, and so as to meet all applicable FCC regulations and conditions of its license. The installation of the aforesaid equipment shall be made by Licensee by means which will not weaken or damage in any manner the property of the Licensor.

13. **Interference.** The Licensee shall not use, nor shall it permit its properly approved employees, invitees, or agents to use, any portion of the Premises in any way which interferes with the operations of Licensor or others currently using the Premises. Licensee shall, upon notice from Licensor, terminate said interference. Licensor agrees to prohibit any New Licensee, its employees, invitees or agents from using the Premises in a way which interferes with the normal operations of Licensee, as permitted under the terms of this Lease. A "New Licensee" is defined as any Licensee, who enters into an agreement with Licensor to lease or otherwise use space at the Premises on or after the date the Licensee begins using the Premises.

14. **Tower Lighting.** Licensor acknowledges that it is aware of its obligation under Section 303 of the Communications Act of 1934 (47 U.S.C. 303) to maintain the painting and illumination of the tower as prescribed by the Federal Communications Commission (FCC). Licensor further acknowledges that it is aware that it is subject to forfeitures assessed by the FCC for violations for such rules and requirements.

Licensor further acknowledges that it, and not Licensee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Licensor shall indemnify and hold harmless Licensee from any fines or other liabilities caused by Licensor's failure to comply with such requirements. Further, should Licensee be cited by either the FAA or FCC because this site is not in compliance within the time frame allowed by the citing agency, Licensee may terminate this License immediately upon notice to the Licensor.

15. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed

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envelope, postage prepaid, addressed to Licensor or Licensee, as applicable, to their respective address as set forth on page one (1) of this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Licensee or Licensor may from time to time designate any other address for this purpose by written notice to the other party.

16. **Waiver.** Failure or delay on the part of the Licensee or the Licensor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

17. **Entire Agreement.** This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

18. **Governing Law.** This Antenna Site License Agreement is governed by the laws of Ohio.

In Witness Whereof, the parties hereto have duly executed this Agreement the day and year first written above.

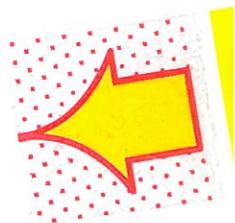
**LICENSOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_



**LICENSEE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant Prosecuting Attorney



**RESOLUTION (-2016) MEMORANDUM OF UNDERSTANDING ANTENNA SITE LICENSE-  
CLAYMONT CITY SCHOOL DISTRICT**

It was moved by Commissioner, seconded by Commissioner, to approve the Memorandum of Understanding-Antenna Site License between Tuscarawas County Board of Commissioners and Claymont City School District.

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**MEMORANDUM OF UNDERSTANDING**  
**ANTENNA SITE LICENSE**

**Site Name:** New Philadelphia, Ohio

**Name and Address of Licensor:**

Tuscarawas County Board of County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio, 44663

**Name and Address of Licensee:**

Claymont City School District  
201 N 3rd St  
Dennison, OH 44621

**License Fee:**

One Hundred Seventy-Five Dollars (\$175.00) per month commencing on the commencement date as defined below. License Fee increase calculation is defined in paragraph four (4).

**Term:**

Five (5) years commencing on June 1, 2016, ("Commencement Date") and ending on May 31, 2021.

**Equipment to be installed on licensed property:**

- a. 20' UHF transmit antenna with 7/8" cable @ 180'
- b. 100 watt UHF Repeater

**Location of Licensed Property including site coordinates and address:**

Latitude: 40° 22' 35.2"  
Longitude: 81° 19' 19"

Address: Moravian Trail Road, Uhrichsville, Tuscarawas County, Ohio

THE TERMS AND CONDITIONS OF THIS LICENSE ARE AS FOLLOWS:

1. **License of Licensed Premises.** Licensor agrees to license the Licensed Premises to Licensee as described on page one (1) of this Agreement.
  2. **Use of Licensed Premises.** The Licensed Premises are to be used for the installation, operation, and maintenance of equipment, including cabling or wiring and accessories used therewith. All equipment or other property
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attached to or otherwise brought onto the Licenses Premises shall at all times remain the personal property of Licensee.

3. **Term.** The term of this Antenna Site License is indicated on page one (1) of this Agreement. Licensee shall have the option to renew this Antenna Site License for one (1) like period under the same terms and conditions as contained in this Antenna Site License by mailing written notice to Licensor at least ninety (90) days before the expiration of the term indicated on page one (1) of this Agreement. If the site becomes unfit or undesirable for use for Licensees' purpose, Licensee may terminate this Antenna Site License by mailing written notice to Licensor, which shall be effective ninety (90) days after it is mailed by Licensee. If Licensee holds over at the end of the term it shall create a month-to-month tenancy subject to the provisions of this Antenna License with applicable rent increases.
  4. **License Fee.** Each month during the initial year of this License term and while Licensor is not in default, Licensee will pay to Licensor in advance the monthly License fee indicated on page one (1) of this Agreement. The monthly rent shall be increased by three percent (3%) for each successive year of the initial License term and for each successive year of any renewal License term. Payments received after the tenth (10<sup>th</sup>) day of the month in which it is due, shall incur a late payment equaling one and one-half percent (1 ½%) per month.
  5. **Access to Equipment.** Licensee shall have the right to enter the Premises for maintenance and to carry out all its functions under the Federal Communications Commission (FCC) license, subject to the policies and procedures of Licensor. This access shall be on a 24-hour basis and would include a set of keys if building did not have personnel on duty on a 24-hour basis.
  6. **Payment Start Date.** This Agreement will begin at installation for payment purposes or no later than ninety (90) days from execution of the Agreement, whichever is first. Notification of installation completion should be sent to Tuscarawas County 911, 2295 Reiser Avenue, S.E., New Philadelphia, Ohio, 44663.
  7. **Assignments.** Nothing in this Agreement shall be construed to preclude assignment by Licensee of any or all its right under this Agreement to any affiliate of Licensee or subsidiary which lawfully accepts and becomes lawfully bound by this Agreement. If Licensee assigns this Agreement to any other party, Licensee will give written notice and request Licensor's permission which will not be unreasonably withheld nor unduly delayed.
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8. **Liability.** Licensee will carry during the term of this Antenna Site License the following insurance with the customary coverage and exclusions:

Bodily Injury. Five Hundred Thousand Dollars (\$500,000.00) for injury to any one person and Five Hundred Thousand Dollars (\$500,000.00) for all injuries sustained by more than one person in any one occurrence.

Property Damage. One million dollars (\$1,000,000.00) for damages as a result of any one accident.

Licensee agrees to furnish Licensor with certificates of insurance certifying that Licensee has agreed to the above specified insurance, the certificate shall name the Licensor as an additional insured, and it is agreed that Licensee's liability shall be limited to the risks and amounts covered by this insurance.

9. **Non-Liability; Representations.** In no event shall Licensor or any of its partners, officers, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage, or loss is proximately caused by the gross negligence or willful misconduct of Licensor. Further, Licensor shall not be liable for (1) any such damage caused by tenants, licensees or persons in, upon or about the building and tower, including any of the Licensed Premises, or caused by construction or any private, public, or quasi-public work, or (2) any incidental, special punitive or consequential damages arising or to any loss of use of the Licensed Premises or any part thereof, unless it is due to the gross negligence or willful misconduct of Licensor.
10. **Condition of Site.** During the term of this Antenna Site License, Licensor shall keep the Licensed Premises and the property owned by Licensor of which they are a part in good condition and repair. Upon termination or expiration of this Antenna Site License, Licensee will surrender the Licensed Premises to Licensor in good condition except (1) for reasonable wear and tear, (2) for damage due to causes beyond Licensee's control or without its fault or negligence, or (3) for both.
11. **Defaults.** Licensee shall have fifteen (15) days after the receipt of written notice to cure any monetary default and thirty (30) days after the receipt of written notice to cure any non-monetary default; provided, however, that if any default is not capable of being cured within the requisite period of time, then so long as the party charged with the default has diligently pursued such cure of the default within the prescribed period, the party shall be given the necessary time to cure the default.
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12. **Equipment Installation and Maintenance.** The equipment listed on page one (1) of this Antenna Site License shall be installed by the Licensee. The equipment shall be installed by Licensee in accordance with Licensor's specifications, standards and maintained in good working order. Licensor has the right to require Licensee to install additional interference reduction equipment if the situation warrants such. It is expressly agreed and understood that Licensees' equipment shall be installed and maintained so as not to interfere in any manner whatsoever with the equipment of Licensor or any other Sublicensee and licensee operating and maintaining its equipment on the premises of Licensor, and so as to meet all applicable FCC regulations and conditions of its license. The installation of the aforesaid equipment shall be made by Licensee by means which will not weaken or damage in any manner the property of the Licensor.
13. **Interference.** The Licensee shall not use, nor shall it permit its properly approved employees, invitees, or agents to use, any portion of the Premises in any way which interferes with the operations of Licensor or others currently using the Premises. Licensee shall, upon notice from Licensor, terminate said interference. Licensor agrees to prohibit any New Licensee, its employees, invitees or agents from using the Premises in a way which interferes with the normal operations of Licensee, as permitted under the terms of this Lease. A "New Licensee" is defined as any Licensee, who enters into an agreement with Licensor to lease or otherwise use space at the Premises on or after the date the Licensee begins using the Premises.
14. **Tower Lighting.** Licensor acknowledges that it is aware of its obligation under Section 303 of the Communications Act of 1934 (47 U.S.C. 303) to maintain the painting and illumination of the tower as prescribed by the Federal Communications Commission (FCC). Licensor further acknowledges that it is aware that it is subject to forfeitures assessed by the FCC for violations for such rules and requirements.

Licensor further acknowledges that it, and not Licensee, shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Licensor shall indemnify and hold harmless Licensee from any fines or other liabilities caused by Licensor's failure to comply with such requirements. Further, should Licensee be cited by either the FAA or FCC because this site is not in compliance within the time frame allowed by the citing agency, Licensee may terminate this License immediately upon notice to the Licensor.

15. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed envelope, postage prepaid, addressed to Licensor or Licensee, as applicable, to their respective address as set forth on page one (1) of this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Licensee or Licensor may from time to time designate any other address for this purpose by written notice to the other party.

16. **Waiver.** Failure or delay on the part of the Licensee or the Licensor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

17. **Entire Agreement.** This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

18. **Governing Law.** This Antenna Site License Agreement is governed by the laws of Ohio.

In Witness Whereof, the parties hereto have duly executed this Agreement the day and year first written above.

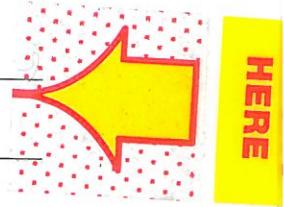
**LICENSOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_



**LICENSEE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant Prosecuting Attorney

**RESOLUTION (-2016) MEMORANDUM OF UNDERSTANDING ANTENNA SITE LICENSE-  
TUSCARAWAS VALLEY LOCAL SCHOOLS**

It was moved by Commissioner, seconded by Commissioner, to approve the Memorandum of Understanding-Antenna Site License between Tuscarawas County Board of Commissioners and Tuscarawas Valley Local Schools.

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**MEMORANDUM OF UNDERSTANDING**  
**ANTENNA SITE LICENSE**

**Site Name:** New Philadelphia, Ohio

**Name and Address of Licensor:**

Tuscarawas County Board of County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio, 44663

**Name and Address of Licensee:**

Tuscarawas Valley Local School  
2637 Tuscarawas Valley Rd  
Zoarville, OH 44656

**License Fee:**

One Hundred Seventy-Five Dollars (\$175.00) per month commencing on the commencement date as defined below. License Fee increase calculation is defined in paragraph four (4).

**Term:**

Five (5) years commencing on June 1, 2016, ("Commencement Date") and ending on May 31, 2021.

**Equipment to be installed on licensed property:**

- a. 20' UHF transmit antenna with 7/8" cable @ 180'
- b. 100 watt UHF Repeater

**Location of Licensed Property including site coordinates and address:**

Latitude: 40° 35' 19"

Longitude: 81° 28' 10"

Address: French Hill Road, Dover, Tuscarawas County, Ohio

THE TERMS AND CONDITIONS OF THIS LICENSE ARE AS FOLLOWS:

1. **License of Licensed Premises.** Licensor agrees to license the Licensed Premises to Licensee as described on page one (1) of this Agreement.
  2. **Use of Licensed Premises.** The Licensed Premises are to be used for the installation, operation, and maintenance of equipment, including cabling or wiring and accessories used therewith. All equipment or other property
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attached to or otherwise brought onto the Licenses Premises shall at all times remain the personal property of Licensee.

3. **Term.** The term of this Antenna Site License is indicated on page one (1) of this Agreement. Licensee shall have the option to renew this Antenna Site License for one (1) like period under the same terms and conditions as contained in this Antenna Site License by mailing written notice to Licensor at least ninety (90) days before the expiration of the term indicated on page one (1) of this Agreement. If the site becomes unfit or undesirable for use for Licensees' purpose, Licensee may terminate this Antenna Site License by mailing written notice to Licensor, which shall be effective ninety (90) days after it is mailed by Licensee. If Licensee holds over at the end of the term it shall create a month-to-month tenancy subject to the provisions of this Antenna License with applicable rent increases.
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Licensee agrees to furnish Licensor with certificates of insurance certifying that Licensee has agreed to the above specified insurance, the certificate shall name the Licensor as an additional insured, and it is agreed that Licensee's liability shall be limited to the risks and amounts covered by this insurance.

9. **Non-Liability; Representations.** In no event shall Licensor or any of its partners, officers, agents, or employees be liable for any injury, damage to or theft of any property unless and to the extent such injury, damage, or loss is proximately caused by the gross negligence or willful misconduct of Licensor. Further, Licensor shall not be liable for (1) any such damage caused by tenants, licensees or persons in, upon or about the building and tower, including any of the Licensed Premises, or caused by construction or any private, public, or quasi-public work, or (2) any incidental, special punitive or consequential damages arising or to any loss of use of the Licensed Premises or any part thereof, unless it is due to the gross negligence or willful misconduct of Licensor.
10. **Condition of Site.** During the term of this Antenna Site License, Licensor shall keep the Licensed Premises and the property owned by Licensor of which they are a part in good condition and repair. Upon termination or expiration of this Antenna Site License, Licensee will surrender the Licensed Premises to Licensor in good condition except (1) for reasonable wear and tear, (2) for damage due to causes beyond Licensee's control or without its fault or negligence, or (3) for both.
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15. **Notices.** Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given if made by certified mail in a sealed envelope, postage prepaid, addressed to Licensor or Licensee, as applicable, to their respective address as set forth on page one (1) of this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. Licensee or Licensor may from time to time designate any other address for this purpose by written notice to the other party.

16. **Waiver.** Failure or delay on the part of the Licensee or the Licensor to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

17. **Entire Agreement.** This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

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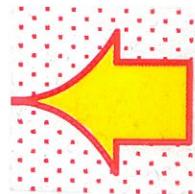
**LICENSOR:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_



**HERE**

**LICENSEE:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

Assistant Prosecuting Attorney