

# August 7, 2014

## Agenda

*Pledge of Allegiance*

Approve Minutes

Interfund Transfer/Advance

Supplemental Appropriations (3)

Transfer of Funds (2)

Equipment Request – Clerk of Courts

Equipment Request - LEPC

Agreement – Asbestos Removal (Haz Mit Grant)

Loan Agreement – Water/Sewer (Crane)

Rescind Resolution (714-2014) Provisional Award – Project #4-2014 Pavement Markings

Treasurer’s Investments July 2014

IGS Natural Gas Purchase Confirmation

Pay Bills

*Other Business*

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION, THURSDAY, THE 7<sup>TH</sup> DAY OF AUGUST, 2014, WITH THE FOLLOWING MEMBERS PRESENT:

Chris Abbuhl  
 Belle Everett  
 Kerry Metzger

Commissioner Abbuhl presiding.

*The Lord’s Prayer was said.*

*The Pledge of Allegiance was said.*

**RESOLUTION (725-2014) APPROVE MINUTES**

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

VOTE: Chris Abbuhl, yes;  
 Belle Everett, yes;  
 Kerry Metzger, yes;

**RESOLUTION (726-2014) INTERFUND TRANSFER/ADVANCE**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following interfund transfer/advance as per State Auditor’s recommendation:

Tusc. Co. Treasurer	JFS Mandated Share August 2014	\$16,726.33
---------------------	--------------------------------	-------------

VOTE: Chris Abbuhl, yes;  
 Belle Everett, yes;  
 Kerry Metzger, yes;

**RESOLUTION (727-2014) SUPPLEMENTAL APPROPRIATIONS**

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Water/Sewer	Q070-Q10	Q070-Q11	\$385.00	Transfer Out
Park Department	S095-S20	S095-S06	\$7,030.00	AmeriCorp
Municipal Court	A018-A00	A002-G19	\$3,000.00	Atty. Fees

VOTE: Chris Abbuhl, yes;  
 Belle Everett, yes;  
 Kerry Metzger, yes;

**RESOLUTION (728-2014) TRANSFER OF FUNDS**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following transfer of funds:

DEPARTMENT	FROM	TO	AMOUNT	REASON
Sheriff	B55-16	B55-04	\$1,700.00	Equipment
“ “	“ “	B55-05	\$10,000.00	Repairs
“ “	A006-30	A006-02	\$10,581.99	Salaries
Board of Elections	A03-A03	A03-A04	\$300.00	Equipment

VOTE: Chris Abbuhl, yes;  
 Belle Everett, yes;  
 Kerry Metzger, yes;

**RESOLUTION (729-2014) EQUIPMENT REQUEST – CLERK OF COURTS**

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following equipment request:

**CLERK OF COURTS**

Laser Jet Pro P1606DN in the amount of \$150.00 from A002-E04. This LaserJet printer will be used to print certified mailers.

VOTE: Chris Abbuhl, yes;  
 Belle Everett, yes;  
 Kerry Metzger, yes;

**RESOLUTION (730-2014) EQUIPMENT REQUEST – LEPC**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following equipment request:

**LOCAL EMERGENCY PLANNING COMMISSION**

Office Chair up to \$150.00 from B051-B04. The employee’s office chair has broken and needs replaced.

VOTE: Chris Abbuhl, yes;  
 Belle Everett, yes;  
 Kerry Metzger, yes;

**RESOLUTION (731-2014) AGREEMENT – ASBESTOS REMOVAL – HINA Environmental Hazardous Mitigation Grant**

It was moved by Commissioner Metzger, seconded by Commissioner Everett, to approve the following agreement as requested by Jill Lengler, Floodplain Coordinator/Regional Planning Director:



995A SAFIN ROAD  
COLUMBUS, OHIO 43204  
OFFICE (614) 272-8780 • FAX (614) 272-8787  
WWW.HINAENVIRONMENTAL.COM  
EDGE • FEMALE BUSINESS ENTERPRISE • HUBZONE

Date: Revised August 6, 2014, August 5, 2014, August 4, 2014

**PROPOSAL TO:** Board of Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, Ohio 44663

CONTACT PERSON: Chris Abbuhl / Jeannette Wierzbicki  
Phone: 740-439-4471 X 204 Cell: 740-680-0299 E-Mail: [jeannettew@omegadistrict.org](mailto:jeannettew@omegadistrict.org)

**PROPOSAL FOR:** Asbestos Abatement  
215 Canal Road & 491 Potschner Drive  
Dover, Ohio 44622

**INTRODUCTION**

We appreciate your consideration of *Hina* Environmental Solutions, LLC and are looking forward to working with you. We are committed to the highest ethics and integrity. We exist to serve our customers and to earn their trust, confidence and repeat business.

**SCOPE OF WORK**

*Hina* Environmental Solutions, LLC (HES), will provide all labor, material, supervision, equipment, tools and supplies to:

Remove and dispose of approximately 8 square feet of asbestos containing sink insulation at 215 Canal Road and 20 square feet of HVAC duct tape insulation and 210 square feet of linoleum at 491 Potschner Drive.

**DURATION OF WORK**

The Work will take approximately 1 working day to complete and will not require a 10 day grace period to submit notifications to the Ohio Department of Health (ODH) and Ohio Environmental Protection Agency (OEPA).

**YOUR INVESTMENT**

Notification Fees: \$78.00  
Water & Electric: \$92.00  
Abatement Cost: \$1,431.00  
**LUMP SUM AMOUNT: One Thousand Six Hundred One Dollars (\$1,601.00)**

*The Work will be completed at the non-prevailing wage rate with no bonding.*

**ASSUMPTIONS**

- 1) HES will supply cold potable water and electricity for our use.
- 2) No replacement material is included in this proposal. Due to the nature of spray glue and tape used to hang plastic, some paint may peel when tape is being removed. We are not responsible for removing glue, repainting areas or repairing damaged walls or components.



995A SAFIN ROAD  
COLUMBUS, OHIO 43204  
OFFICE (614) 272-8780 • FAX (614) 272-8787  
WWW.HINAENVIRONMENTAL.COM

EDGE • FEASIBLE BUSINESS ENTERPRISE • HUEZONE

- 3) HES will transport and dispose of all removed asbestos containing material and contaminated waste at an authorized landfill.
- 4) If HES encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided by the Client or observable at the site, or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in asbestos abatement work, HES shall notify the Client prior to performing any work beyond the scope of the Work. If the Client approves of such additional work, the Contract Sum shall be adjusted by Change Order.
- 5) The Work will be accomplished in a timely, workmanlike and professional manner by HES. If HES is delayed commencing or progressing with the Work, additional charges will be applicable and payable by the Client.
- 6) HES will comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on the Work.
- 7) All personnel on site shall have successfully completed an EPA designed or State approved Supervisors or Workers Asbestos training course. All personnel will be licensed or certified by the Ohio Department of Health.
- 8) HES will conduct personal and inside the work area air sampling on a daily basis which will be analyzed by a third party EPA-certified laboratory using Phase Contrast Microscopy (PCM). All clearance air sampling will be analyzed by (PCM) also. An Asbestos Hazard Evaluation Specialist or an Air Monitoring Technician certified by the Ohio Department of Health will conduct all clearance air monitoring.

#### INSURANCE

Hina Environmental Solutions, LLC is a licensed company within the State of Ohio. HES carries a comprehensive insurance package including \$2 million professional liability (errors & omissions); \$2 million pollution liability, \$2 million general liability, and Workers' Compensation. Certificates will be provided upon request. The Client is responsible for purchasing and maintaining adequate liability insurance.

#### FINAL ENVIRONMENTAL REPORT

Upon completion of the work, HES shall provide to the Client a set of closeout documents (Environmental Report), which will include a work completion letter, copies of Ohio Department of Health and Ohio EPA notifications, air monitoring lab results and waste disposal manifest. The Environmental Report and the results set forth therein are effective only for the date and time set forth on the Environmental Report and not for any prior or subsequent period of time. HES EXPRESSLY DISCLAIMS ANY LIABILITY ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, OUT OF THE ACTUAL, ALLEGED OR THREATENED INHALATION OR INGESTION, OR CONTACT WITH, EXPOSURE TO, EXISTENCE OF, OR PRESENCE OF ANY ASBESTOS PRIOR TO OR AFTER THE DATE AND TIME SET FORTH IN THE ENVIRONMENTAL REPORT.

The findings regarding asbestos set forth in the Environmental Report are only with respect to the Work performed by HES as of the date and time set forth in the Environmental Report. The



995A SAFIN ROAD  
 COLUMBUS, OHIO 43204  
 OFFICE (614) 272-8780 • Fax (614) 272-8787  
 WWW.HINAENVIRONMENTAL.COM

EDGE • FEMALE BUSINESS ENTERPRISE • HUBZONE

Environmental Report is expressly limited to the matters expressly stated therein and no results, opinions, or findings are implied or may be inferred beyond the matters expressly stated therein. The Environmental Report is furnished solely for the Client's benefit and is not to be relied upon by a third party.

One signed copy of this proposal will serve as authorization to proceed. The proposed cost estimate is open for acceptance for a period of (60) sixty days. The Terms and Conditions attached are considered part of this proposal.

If you have any questions or concerns please call Brian Hina @ (614) 551-9749.

Sincerely,

*Brian E. Hina*  
 Brian E. Hina  
 Vice President

Approved by:	
<i>Chris Abbuhl</i>	
Signature	
<i>Chris Abbuhl</i>	
Name	
<i>Commissioner</i>	
Title	
<i>8/7/14</i>	
Date	



995A SAFIN ROAD  
COLUMBUS, OHIO 43204  
OFFICE (614) 272-8780 • Fax (614) 272-8787  
WWW.HINAEENVIRONMENTAL.COM  
EDGE • PEOPLE BUSINESS ENTERPRISE • HUBZONE

#### Terms and Conditions

1. **PARTIES & WORK SCOPE:** References to Hina Environmental Solutions, LLC, or HES, mean the company, its affiliates, suppliers, or subcontractors performing the Work. Work means the specific services to be performed by HES as set forth in HES's proposal and these Terms and Conditions. Client means the person or business entity ordering the Work to be performed by HES. If the Client is ordering the work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of that party for the purpose of ordering and directing the Work. Unless otherwise stated in writing, the Client assumes sole responsibility for determining whether the quantity and nature of the Work ordered by the Client is adequate and sufficient for Client's purposes. The ordering of the Work from HES constitutes acceptance of the terms of HES's proposal and these Terms and Conditions.
2. **PAYMENT:** The Client shall be invoiced at least once each month for Work performed during the preceding period. The Client agrees to pay each invoice upon its receipt. Past due payments shall bear interest at the rate of 18% per annum on the outstanding balance beginning 30 days after date of invoice until paid. HES may, at its discretion, require a personal guarantee of payment.
3. **DEFAULT:** In the event of default in payment or any other terms of this Agreement by Client, HES may, at its option: (1) terminate this Agreement; or (2) declare the unpaid balance due and payable, without notice or demand to Client, and sue and recover from Client said amount and damages, together with all reasonable costs and attorney's fees incurred by HES relating to its enforcement or preservation of its rights hereunder.
4. **NOTICE OF COMMENCEMENT:** This Agreement constitutes an immediate and continuing request by HES that it be provided with a copy of the Notice of Commencement on this project by the Client and execution of this Agreement constitutes acknowledgment by the Client of this request. The Client shall prepare and record a Notice of Commencement on this project and respond timely to requests for copies of the Notice of Commencement by sub-trades. HES shall not start the Work until it has received proof that a Notice of Commencement has been recorded with the county recorder and shall be entitled to an extension of time for every day of delay caused by a late filing of the Notice of Commencement. ~~(The above statement is void if working with a public entity.)~~
5. **DIRECT PAYMENTS:** The Client shall not make any direct payments to subcontractors or suppliers of HES without giving 10 days written notice to HES of its intention to do so. If HES disputes or contests this direct payment in writing to the Client within 5 days after receiving the notice, the Client must refrain from any such direct payment unless HES is adjudged bankrupt, insolvent, or in receivership.
6. **WARRANTY:** HES warrants that the Work will conform to the requirements of the Agreement. THERE ARE NO OTHER WARRANTIES.
7. **WAIVER OF DAMAGES:** HES and the Client waive claims against each other for consequential damages arising out of or relating to this Agreement and the Work. This mutual waiver includes: (1) damages incurred by the Client for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by HES for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
8. **DISPUTE RESOLUTION:** At the option and discretion of HES, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event that HES does not exercise its right to require arbitration, the controversy or claim shall be heard only in the court of common pleas of the county in which the project is located. HES and the Client agree to the exclusive venue and jurisdiction of that court.
9. **COMPLETE AGREEMENT:** Client and HES mutually agree that HES's written proposal and these Terms and Conditions are the Agreement and comprise the full and entire agreement between the parties. No other agreement or understanding has been entered into or will be recognized, and all negotiations, acts, or representations made prior to the ordering of the Work shall be deemed merged in, integrated and superseded by the HES proposal and these Term and Conditions. This Agreement may be modified only by an instrument in writing signed by both parties.

8/6/14

VOTE:

Chris Abbuhl, yes;  
Belle Everett, yes;  
Kerry Metzger, yes;

RESOLUTION 732-2014

IN THE MATTER OF APPROVING A LOAN AGREEMENT AND PROMISSORY NOTE FROM THE TUSCARAWAS COUNTY METROPOLITAN SEWER DISTRICT FOR THE PURCHASE OF A CRANE TRUCK

The Board of Tuscarawas County Commissioners, Tuscarawas County, Ohio met in regular session on August 7, 2014, with the following members present: Chris Abbuhl, Kerry Metzger, and Belle Everett.

It was moved by Commissioner Metzger, and seconded by Commissioner Everett, to adopt the following resolution:

WHEREAS, the Tuscarawas County Board of Commissioners received a request from the Tuscarawas County Metropolitan Sewer District for a loan in the amount of Seventy-Three Thousand One Hundred Seventy and no/100 Dollars (\$73,170.00) for the purchase of a new crane truck for use by the District;

WHEREAS, the Tuscarawas County Metropolitan Sewer District will benefit by receiving and Tuscarawas County Metropolitan Sewer District customers will benefit from the extension of this loan from the Board as opposed to private financing;

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

Section 1. The Tuscarawas County Board of Commissioners approves the loan as requested by the Tuscarawas County Metropolitan Sewer District;

Section 2. Upon receipt of the executed Promissory Note, substantially in the form as Exhibit "A" attached, the Tuscarawas County Auditor shall disburse the loan proceeds from the U40 Capital Projects Fund to the Tuscarawas County Metropolitan Sewer District;

Section 3. This Resolution shall take effect and be in force immediately after its passage.

Roll Call Vote on the motion:

Commissioner Chris Abbuhl	( x ) Yes	( ) No
Commissioner Belle Everett	( x ) Yes	( ) No
Commissioner Kerry Metzger	( x ) Yes	( ) No

This Resolution was duly passed on August 7, 2014.

ATTEST:

Jane Clay, Clerk  
Board of Tuscarawas County Commissioners

Dated: August 7, 2014

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

**COGNOVIT PROMISSORY NOTE****\$73,170.00****Dated: AUGUST 7, 2014**

*FOR VALUE RECEIVED*, Tuscarawas County Metropolitan Sewer District (the "Borrower"), promises to pay to the order of Tuscarawas County Board of Commissioners; (the "Lender"), located at 125 East High Ave., New Philadelphia, OH 44663, or at such other address as may be designated in writing by the Lender, the principal sum of Seventy-three Thousand One Hundred Seventy and no/100 Dollars (\$73,170.00), at the rate of zero percent (0%) interest per annum until paid. The principal on this Note shall be paid in Sixty (60) consecutive monthly installments of One Thousand Two Hundred Nineteen and 50/100 Dollars (\$1,219.50), due and payable on the first (1<sup>st</sup>) day of each calendar month commencing on the first day of the first calendar month immediately following the first full calendar month after the Disbursement Date.

The Borrower may prepay all or any portion of the principal sum at any time without penalty.

The payment of this Note and all interest may be secured by a lien on the motor vehicle purchased by Borrower, at Lender's option.

If a default shall occur in the payment of any installment of principal under this Note, in either case continuing for a period of ten (10) days after written notice of the failure to make any such payment when due and payable, or if an Event of Default shall have occurred and be continuing, then, at the option of the Lender, the entire principal sum shall become due and payable at once, without demand or notice.

If any provision is in conflict with any statute or rule of law of the State of Ohio or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed separable from and shall not invalidate any other provision of this Note.

If this Note is placed in an attorney's hands for collection, or collected by suit, either before or after maturity, there shall be paid to the holder of this Note reasonable attorney fees, costs and other expenses incurred by the holder in enforcing the terms of this Note.

The undersigned authorizes any attorney-at-law to appear in any court of record situated in Tuscarawas County in the State of Ohio, or elsewhere, where the undersigned resides or has its principal place of business, signed this Note, or can be found, after the obligation evidenced hereby, or any part thereof becomes due and is unpaid, and waives the issuance and service of process and confesses judgment against the undersigned in favor of the holder of this Note for the amount then appearing due, together with the costs of the suit, and thereupon to release all errors and waive all right to appeal and stay of execution.

This Note is executed in Tuscarawas County, Ohio, and shall be construed in accordance with the laws of the State of Ohio

**WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE, AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGRDLESS OF ANY CLAIMS YOU AY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE (R.C. 2323.13).**

TUSCARAWAS COUNTY METROPOLITAN  
SEWER DISTRICT

By: \_\_\_\_\_  
Michael B. Jones  
its Director

STATE OF OHIO, TUSCARAWAS COUNTY, SS:

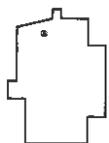
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Michael B. Jones, the Director of Tuscarawas County Metropolitan Sewer District, who acknowledged that he did sign the foregoing instrument as authorized representative of Tuscarawas County Metropolitan Sewer District and that such signing is the free act and deed of Tuscarawas County Metropolitan Sewer District for the uses and purposes mentioned.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(seal)

**Discussion:** Commissioner Everett stated the 2003 crane currently owned by the Water/Sewer Department has 170,000 miles and the loan could be called an emergency since it has been out of service for a month at a time. Commissioner Metzger said another thing he has spoken to Mike Jones (TCMSD Director) about is looking into mutual aid agreements like the fire departments and other entities have so if equipment breaks down he could utilize another entities piece of equipment and visa-versa. Commissioner Abbuhl added that Mike is doing a good job as Director and is always looking at innovative ways for their processes. He added that Mike is frugal with the dollars to continue the necessary services. Commissioner Everett added that she likes the fact that Mike has a timeline to replace equipment.

**Communication:**



**Joseph S. Bachman, P.E., P.S. Tuscarawas County Engineer**

832 Front Avenue SW, New Philadelphia, OH 44663

Phone: (330) 339-6648 Fax: (330) 339-6687 Email: engineer@co.tuscarawas.oh.us

August 7, 2014

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, OH 44663

Re: Tuscarawas County  
Project # 4-2014  
TUS-VAR-PM-Phase 2  
PID # 97586  
Rescind Provisional Bid Award

**Commissioners:**

Based upon ODOT's review of the bid tabulation and concern regarding our not stipulating a unit cost of \$1.00 each in the bid schedule for 1000 units of erosion control as outlined in ODOT Supplemental Specification 832, we need the Commissioners to rescind the Provisional Award made on July 31, 2014 to Aero-Mark, Inc..

Please release the bond submitted by Aero-Mark, Inc. at your earliest convenience.

This project will be re-bid at a later date.

Should you have any questions, please do not hesitate to let us know.

Sincerely,

Joseph S. Bachman, PE, PS  
Tuscarawas County Engineer

**RESOLUTION (733-2014) RESCIND RESOLUTION (714-2014) PROVISIONAL AWARD PROJECT #4-2014 PAVEMENT MARKINGS**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to rescind resolution (714-2014) as requested by Joe Bachman, County Engineer. He stated that based upon ODOT's review of the bid tabulation and concern regarding that he did not stipulate a unit cost of \$1.00 each in the bid schedule for 1000 units of erosion control as outlined in ODOT Supplemental Specification 832 the resolution needed to be rescinded.

VOTE: Chris Abbuhl, yes;  
Belle Everett, yes;  
Kerry Metzger, yes;

**RESOLUTION (734-2014) TREASURER'S INVESTMENTS – JULY 2014**

It was moved by Commissioner Everett, seconded by Commissioner Metzger, to approve the following Treasurer's Investments for July, 2014:

**Jeffery S. Mamarella**  
**Tuscarawas County Treasurer**  
P.O. Box 250  
New Philadelphia, OH 44663  
Phone (330) 365-3254 • Fax (330) 365-3259

August 5, 2014

Tuscarawas County Commissioners  
125 East High Avenue  
New Philadelphia, OH 44663

Commissioners:

As provided by Section 132.21 of the Ohio Revised Code, please be advised of the investments made by the Tuscarawas County Treasurer's Office during the month of **July, 2014**:

See attached Monthly Portfolio Report for individual purchases, sales/maturities.

End of month interest amount to credit to August report is \$2,011.19

Monthly Investment Total \$39,165,205.70 Balance in Checking Acct. Chase \$34,780,551.84  
(leaving large balance to offset bank charges) Huntington \$514,396.65 (Month End)

**Total cumulative interest through July, 2014 is: Co. Gen. \$81,916.20**

cc: Tuscarawas County Auditor, Prosecutor, Clerk of Courts, Recorder

VOTE: Chris Abbuhl, yes;  
Belle Everett, yes;  
Kerry Metzger, yes;

**Discussion:** Commissioner Abbuhl discussed the IGS Natural Gas Purchase Confirmation stating that the rate had changed from the time the information was scanned to the Commissioners and meeting time. The "scanned" rate was \$4.49 mcf with the new rate being \$4.56 mcf. This is for a 3 year contract. Commissioner Metzger added that he had Crystal compile a chart of the rates for the last 5 years for the Courthouse, Annex and JFS buildings. He discussed how the market has changed over the years and that this will save the county money to be set at this fixed rate.

**RESOLUTION (735-2014) IGS Natural Gas Purchase Confirmation**

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

**IGS Natural Gas Purchase Confirmation V4.2CH-IND**

**Attention: Interstate Gas Supply, Inc. ("Seller")  
Commercial & Industrial Sales Division**

**IGS Fax #: 614-659-5125  
Office Use Only: DK**

<b>Company Name</b>	<u>Tuscarawas County Commissioner's Office</u>				("Buyer")
<b>Contact Name</b>	<u>Ms. Crystal Digenova</u>	<b>Tel</b>	<u>(330) 365-3240</u>	<b>Fax</b>	<u>(330) 602-7483</u>
	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>	
<b>Mailing</b>	<u>125 East High Avenue</u>	<u>New Philadelphia</u>	<u>OH</u>	<u>44663</u>	
<b>Billing</b>	<u>Utility Billing</u>				
<b>Facility</b>	<u>see exhibit "A"</u>				
<b>Dominion East Ohio ("NGDC")</b>	<u>Account Number/s</u>	<u>see exhibit "A"</u>			
<b>Critical Day Volume</b>	<u>100% of Usage determined by the NGDC</u>				

**Initial Term:**

This contract will begin with the January 2015 billing cycle and continue through the December 2017 billing cycle (the "Primary Term"), and it will automatically renew on an annual basis thereafter (with each such year constituting a "Secondary Term"). Any automatic renewal may be cancelled by Buyer or Seller delivering written notice to the other at least 60 days before the automatic renewal date. The automatic renewal date at the end of the Primary Term will be the last day of December 2017, and the automatic renewal date for each of the following Secondary Terms, if any, will be last day of each December thereafter. Because Seller needs to contract for supplies and transportation in advance, Buyer's early termination of this contract will harm Seller.

**Option 1  Variable Price:**

Beginning with the \_\_\_\_\_ billing cycle and continuing through the \_\_\_\_\_ billing cycle, the price per Mcf for all gas delivered to the burnertip will be determined monthly as 100% of the applicable \_\_\_\_\_ (depending on Buyer's billing cycle) plus \$ \_\_\_\_\_. The price includes all interstate transportation charges, pipeline and distribution shrinkage, BTU conversion, and pooling fees, but it does not include the applicable taxes or NGDC distribution and transportation charges. After the Variable Price expires, the price will be as described under the Renewal Variable Pricing section in the attached Form V4.2CH-IND Terms and Conditions. Subject to Credit approval by Seller, Buyer may select a Fixed Price option at a mutually-agreed price, which will be effective only upon written acceptance by Seller of a new Purchase Confirmation.

**Option 2  Fixed Price:**

Beginning with the January 2015 billing cycle and continuing through the December 2017 billing cycle, the price per Mcf for all gas delivered to the burnertip will be fixed at \$4.56 per Mcf. The price includes all interstate transportation charges, pipeline and distribution shrinkage, BTU conversion, and pooling fees, but it does not include the applicable taxes or NGDC distribution and transportation charges. After the Fixed Price expires, the price will be as described under the Renewal Variable Pricing section in the attached Form V4.2CH-IND Terms and Conditions.

**Full Contract Volumes in Mcf at the Burnertip**

Month	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
	936	750	627	323	184	22	11	11	35	276	466	788

**Other Terms and Conditions:** All gas sold under this contract will be subject to the terms and conditions of the attached IGS Form V4.2CH-IND, a copy of which is attached and incorporated herein by reference. By signing this contract, Buyer acknowledges receipt of Form V4.2CH-IND. If Buyer and Seller execute more than one Purchase Confirmation, the terms of the most recent Confirmation will supersede and take priority over all previous Confirmations. Any signature on this Confirmation will be considered valid for all purposes and have the same effect whether it is an ink-signed original or a photocopy or a facsimile representation of the original document.

Accepted by Buyer: Chris Abbuhl Commissioner 8/7/14  
Name: Title Date

Agreed to by Seller: \_\_\_\_\_ Senior Sales Manager \_\_\_\_\_  
Name: Jonathan Liba Title Date

**SUPPLY:** Seller will supply the commodity portion of Buyer's natural gas, and the utility will be Buyer's Natural Gas Distribution Company ("NGDC").

**CANCELLATION:** This contract may be canceled according to the process set forth in the Confirmation. If Buyer discontinues service with Seller at any other time, including but not limited to switching to another supplier or being switched back to the NGDC as a result of late payments, this contract may automatically be terminated by Seller upon 10 days written notice, and Buyer will pay to Seller all damages as set forth under this contract. If Buyer transfers service to the NGDC, Buyer may be charged a price other than the NGDC's standard rate. Buyer acknowledges that it may take up to two billing cycles to transfer service.

**RENEWAL VARIABLE PRICE:** Unless otherwise agreed to in writing by the parties, for each Secondary Term(s), the price per applicable unit of measure delivered to the applicable delivery point for all volumes will be determined monthly by the applicable index price of gas delivered to the delivery point, plus all of the following: transportation, demand charges, shrinkage, BTU conversion, pooling fees, and a service fee. The price will not include the applicable taxes or NGDC distribution and transportation charges.

**BILLING:** The NGDC's monthly invoices will contain Seller's gas charges plus applicable taxes and all of the NGDC's distribution and transportation and other applicable charges. Buyer will pay to the NGDC the entire amount of each gas bill under the NGDC's payment terms and conditions. If Buyer fails to pay either the NGDC or Seller timely, a late fee of 1.5% per month will apply for all past-due amounts. The NGDC and not Seller is solely responsible for reading Buyer's meter(s), and all dispute(s) that Buyer has with respect to volumes or adjustments will be addressed solely to the NGDC. Adjusted volumes will be priced at either the contract or market price in effect at the time of adjustment by the NGDC.

**ELIGIBILITY:** Participation in the choice program is subject to the rules of the NGDC. Customers are rarely but sometimes terminated from the choice program either in error or for being in arrears. In such instances, Buyer may be reenrolled into the program by contacting the NGDC. In such event, the affected Term will not be extended for any months that Buyer was unable to participate, nor will Seller have any liability for any such termination.

**LIMITATION OF LIABILITY:** Seller will not be liable for losses arising from the NGDC, including but not limited to: operations and maintenance of the NGDC's system; any NGDC interruption of service; NGDC termination of service; NGDC events of force majeure; or deterioration of NGDC service. Further, Seller will not be liable for any losses arising from the use of natural gas or any indirect, consequential, special, or punitive damages, whether arising under contract, tort (including negligence or strict liability), or any other legal theory.

**SEVERABILITY:** If any provision of this contract is held unenforceable by any court having jurisdiction, all other provisions will not be affected, and the court will modify the invalid provision to the minimum extent necessary to render it enforceable.

**ENTIRE CONTRACT:** This contract contains the entire understanding between both parties with respect to the subject matter described herein, and it supersedes all prior and contemporaneous representations, statements, negotiations, understandings, and inducements. This contract cannot be modified in any way except by a writing signed by both parties.

**CREDIT:** Buyer will provide to Seller financial statements and other credit-related information, upon seller's reasonable request all of which will be treated as confidential by Seller. If Seller reasonably deems Buyer's financial condition inadequate to extend credit for gas sales, including the risk associated with a fixed price under this

contract, Seller may require security sufficient to cover volumes for the two largest months listed under "Full Contract Volumes" in the form of either a deposit, a standby irrevocable letter of credit, a performance bond, or a perfected security interest in an asset acceptable to Seller. Furthermore, if Buyer (i) makes an assignment or general contract for the benefit of creditors, (ii) defaults in any payment or other obligation to Seller (including any obligation to provide security as provided above), (iii) files a petition or acquiesces in the commencement of a case under any bankruptcy or similar law for the protection of creditors or has such petition filed against it, or (iv) is unable to pay its debts as they fall due or fails to pay its obligations as required under this contract according to the payment terms, then Seller may suspend deliveries and terminate this contract upon its delivery to Buyer of 10 days prior written notice. Seller's rights under this credit section are in addition to all other remedies available under this contract.

**CROSS DEFAULT:** If Buyer is a party to another gas purchase contract with Seller, a default by Buyer under such other contract may be treated by Seller as a default by Buyer under this contract.

**DAMAGES:** Seller may hedge its obligations under this contract by purchasing delivered gas and pipeline transportation, as well as gas futures and/or swaps, or any combination thereof. If Buyer terminates any or all accounts under this contract before the expiration of any Term, or if Seller terminates this contract as to any or all accounts before the expiration of any Term as a result of Buyer's default, then: (1) if under a Variable Price option or the Renewal Variable Price, Buyer will pay to Seller damages equal to \$0.40 per Mcf multiplied times the Full Contract Volumes remaining under the then-current Term; or (2) if under a Fixed Price option, Buyer will pay to Seller damages equal to the positive difference, if any, between the then-current contract Fixed Price minus the then-current market price multiplied times the Full Contract Volumes remaining under the then-current Term. Seller may increase the price charged to Buyer for accounts that have not defaulted in order to cover the damages described above; in such instance, Seller will send to Buyer an informational invoice to supplement the NGDC's bill. Nothing herein limits Buyer's obligation to pay for all gas delivered as metered by the NGDC. If Seller fails to perform its delivery obligations under this contract, Seller will pay to Buyer the amount equal to the positive difference, if any, between Buyer's reasonable cost of cover minus the then-current contract price for all volumes Seller failed to deliver. The prevailing party in any lawsuit under this contract will be entitled to collect from the breaching party the prevailing party's costs of enforcing this contract, including reasonable attorneys' fees and all other litigation expenses.

**GOVERNING LAW:** This contract will be governed by the applicable laws of the State of Ohio, without regard to Ohio's principles of or conflicts of law. All legal actions involving all disputes arising under this contract will be brought exclusively in a court of the State of Ohio sitting in Franklin County, Ohio, or in the United States District Court for the Southern District of Ohio sitting in Columbus, Ohio.

**REGULATORY:** The choice program is subject to ongoing utilities commission jurisdiction. If the choice program is terminated, this contract will be terminated without penalty to either party.

**ASSIGNMENT:** This contract may be assigned by Buyer only with express written consent of Seller, which consent will not be unreasonably withheld or delayed.

**RELATIONSHIP OF THE PARTIES:** The gas market is volatile, and historical trends may not be indicative of future trends. Buyer will make decisions regarding pricing and volumes in Buyer's sole discretion, whether with or without advice or recommendation from Seller, and Seller will not be liable for Buyer's acting or failure to act upon Seller's advice or recommendations.

Tuscarawas County Commissioner's Office      Exhibit "A"      DEO      8/5/2014

Location Name	LDC Account Number	Service Address	City	State	Zip
Tuscarawas County Commissioner's Office	0310000000805	125 East High Avenue	New Philadelphia	OH	44663
Tuscarawas County Commissioner's Office	4310000000760	107 East High Avenue	New Philadelphia	OH	44663
Job & Family Services	3310000000789	389 16th Street	New Philadelphia	OH	44663

VOTE:

Chris Abbuhl, yes;  
Belle Everett, yes;  
Kerry Metzger, yes;

**RESOLUTION (736-2014)****PAY BILLS**

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

**Commissioners**

Go Shred	Shredding Services	150.00
Rex Pipe	Supplies	184.82
Simplex Grinnell	Annual Testing	220.78
Simplex Grinnell	Annual Testing	364.22
PERC	Insurance Premium	21,018.00
Medicine Shoppe	TB Meds	548.23
Medicine Shoppe	TB Meds	500.00
Go Shred	Shredding Services	130.00
G & L Supply	Supplies	53.21
Schindler Elevator	Emergency Elevator Service	528.80
Steve Thomakos	Professional Services/WC	750.00
Lowe's Business Account	Supplies	397.36
Lehigh Endsley Insurance	Bond	50.00

**Dog Pound**

Johnson's Auto Service	Service/Oil Change	52.90
------------------------	--------------------	-------

**Park Department**

Kimble Co	Trail Maintenance Materials	376.74
-----------	-----------------------------	--------

**Clerk of Courts**

Staples	Supplies	125.57
---------	----------	--------

**Emergency Management**

Xerox	Copier Lease	124.29
-------	--------------	--------

**Community & Economic Development**

Ohio Historical Society	OHS/OH Online Mapping Subscription	120.00
-------------------------	------------------------------------	--------

**Sheriff**

Dominion East Ohio Gas	Natural Gas	5,387.79
CMI Inc	Intox/Supplies	370.00
Lowe's	Supplies	75.38
Union Hospital	Inmate Medical Treatment	1,035.32
Union Hospital	Inmate Medical Treatment	3,737.41

**Child Support**

Kari Kohler	Training	54.93
Go Shred	Shredding Services	45.00
Schoenbrunn Pest Control	Pest Control	35.00
G & L Supply	Supplies	46.97
G & L Supply	Supplies	119.71
Stark County HR Association	Registration	20.00

**Common Pleas**

Union Hospital	Wellness Lunches	114.27
----------------	------------------	--------

**Hazardous Mitigation Grant**

Scott's Lawn Care	Mowing Service/Canal & Potschner	320.00
Jill Lengler	Reimb Supplies/No Trespassing Signs	11.47
OMEGA	Administration	796.51

**Juvenile/Probate**

Times Reporter	Legal Advertising	155.00
Susan Lattorre	Interpreter	90.00
Xerox	Copier Lease	110.19
Xerox	Copier Lease	64.08
Xerox	Copier Lease	120.28
Xerox	Copier Lease	106.52

**Auditor**

Gov't Finance Officers Association	Membership Dues	640.00
------------------------------------	-----------------	--------

Treasurer State of OH, Dave Yost	GAAP Conversion Service	3,200.00
<b>Water &amp; Sewer</b>		
Lowe's	Materials	85.50
HD Supply	Materials	893.10
Fenton Brothers	Materials	151.45
Environmental Management	Materials	3,132.00
Stony Point	Supplies	88.00
Fenton Brothers	Supplies	50.85
Enger Auto	Supplies	24.66
Newcomerstown Water	OM & R	3,765.04
Ream & Haager Lab	Lab Services	675.50
Buckeye Power Sales	Repairs	1,936.75
USA Bluebook	Materials	71.37
USA Bluebook	Materials	63.44
Lowe's	Materials	35.57
Fenton Brothers	Materials	30.50
Enger Auto	Materials	58.46
Enger Auto	Materials	324.22
Crossroads Hardware	Materials	25.33
American Electric Power	Electric	294.05
Ream & Haager Lab	Lab Services	680.00
Northern Safety	Safety Kits	199.11
Ream & Haager Lab	Lab Services	409.50
Troy Pantilis	Cleaning Services	320.00
Fenton Brothers	Repairs	277.12
Bridges Excavating	Repairs	585.00
<b>Prosecutor</b>		
GBS Filing Systems	File Labels	42.79
Staples Credit Plan	Office Supplies	194.05
<b>Job &amp; Family Services</b>		
Mark & Raynah Abbuhl et al	AA & SAMS	25,733.89
Seth & Kathy Morrison	Clothing Reimb	128.86
Picatinny Arsenal	IV-E Daycare	610.00
Pat Cox	Rent	700.00
Jacqueline & Martin Addy	KPIP	225.00
Seth & Kathy Morrison	Transportation	78.20
Tusc Co General Health District	Birth Certificates	175.00
Missouri Dept of Health	Birth Certificates	15.00
Logan Elm Band	Band Camp	183.00
Cannon IV	Supplies	135.19
Quill	Supplies	81.98
Lowe's	Supplies	85.26
Staples Advantage	Supplies	98.97
Green Acres Lawn & Landscape	Mow & Trim	210.00
Joseph Krockner	Travel & Training	139.36
Susan Legg	Travel & Training	112.44
Elizabeth Benedetto	Travel & Training	41.68
Kari Abel	Travel & Training	67.16
Beverly Gerber	Travel & Training	300.91
Michael Bryant	Prescription Reimb	30.73
Andrew Wing	Travel & Training	444.11
Robb Rectanus	Travel & Training	361.79
Lisa Wodkowski	Travel & Training	124.28
Jennifer Cargnel	Prescription Reimb	30.73
Kathryn Fisher	Travel & Training	356.68
Gabrielle Weingarh	Travel & Training	298.54
Beth Kiggans	Travel & Training	891.70
Kathryn Fisher	Travel & Training	13.07
SEA	Transportation	56,904.00
Seth & Kathy Morrison	Transportation	80.04
Triad Deaf Services	Interpreter	59.00
USPS	Postage	2,500.00
Office Max Inc	Supplies	144.24
Zashin & Rich	Contract Services	148.00
Workforce Initiative Assoc	TANF Summer Youth	109,310.62
First Communications	Long Distance	234.50

