

September 19, 2016

Agenda

Pledge of Allegiance

Approve Minutes

Supplemental Appropriations (2)

Before & After Expenditures

Contracts JFS-August

Out of County Travel-Law Library
Out of County Travel-Information Technology (2)

Harbor House Request for Release of Funds

Accept Proposal-County Wide Construction-Barn Repairs-Fairgrounds

Pay Bills

Other Business

Adjourn

THE BOARD OF COMMISSIONERS OF TUSCARAWAS COUNTY MET IN REGULAR SESSION ON MONDAY THE 19th DAY OF SEPTEMBER, 2016, WITH THE FOLLOWING MEMBERS PRESENT:

Kerry Metzger
Chris Abbuhl
Belle Everett

Commissioner Metzger presiding.

*The Lord's Prayer was said.
The Pledge of Allegiance was said.*

RESOLUTION (846-2016) APPROVE MINUTES

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

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

RESOLUTION (847-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
OCED	T05-T25	T05-T14	\$187.08	Advertising & Printing
Engineer	K00-K40	K00-K39	\$74.20	Unemployment

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

RESOLUTION (848-2016) BEFORE & AFTER EXPENDITURES

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following before/after expenditures:

Koorsen Fire & Security (Engineer)	238.53
Stocker Sand & Gravel (Engineer)	107.66

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

RESOLUTION (849-2016) CONTRACTS - JFS

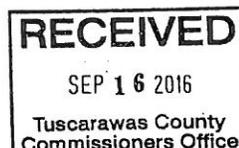
It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve, ratify and enter into the following contracts. These contracts were signed and executed by David Haverfield, Director of Job & Family Services as authorized by Resolution (1172-2014).

TUSCARAWAS COUNTY JOB & FAMILY SERVICES

CONTRACTS FOR AUGUST 2016

Last Name, First Name or Company	Contract Purpose	Contract Start Date	Contract End Date	Amount
Subgrant Agreements				
Contracts for services				
Vendor Agreements				
Foster Agreements				
Lon & Wanda McEnroe	Child Placement & Related Services	1/1/2016	12/31/2017	\$28 per day
Viola & Benjamin Hershberger, Jr.	Child Placement & Related Services	1/1/2016	12/31/2017	\$28 per day
House of Samuel	Umbrella Agreement for Foster Care Services	8/1/2016	12/31/2017	per usage paid by stark county
Shared Foster Home Agreement - Stacy & Chris Troyer	Child Placement & Related Services - A.L.	8/1/2016	12/31/2017	
Adoption Agreements				
Christian Children's Home of Ohio	Adoption & Placement Services for SW & PW	8/24/2016	until completion	\$2,000.00
Village Network	Adoption & Placement Services for NS & DV	8/30/2016	until completion	\$1,500.00
Transportation				

as of 9/15/2016



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

RESOLUTION (850-2016) OUT OF COUNTY TRAVEL – LAW LIBRARY

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to approve the following travel requests.

DATE: 10/19,20,21/2016
TITLE: OHIO REGIONAL ASSOCIATION LAW LIBRARY MEETING
LOCATION: MARRIOTT AT UNIVERISITY OF DAYTON-DAYTON, OHIO
ATTENDING: KATHY MORELAND-FELL
ANTICIPATED EXPENSE: \$511.64 Total- 384.0 miles roundtrip @ .46 = \$176.64 Hotel for 2 nights \$295.00 total Meals \$40.00 Parking Complimentary

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

RESOLUTION (851-2016) OUT OF COUNTY TRAVEL – IT

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the following travel requests.

DATE: 10/06/2016
TITLE: OHIO CYBER SECURITY DAY
LOCATION: OHIO DEPT. OF AG, COLUMBUS, OHIO
ATTENDING: APRIL BEACHY
ANTICIPATED EXPENSE: Mileage 172 miles, approximately \$80.00

DATE: 10/26/2016
TITLE: 2016 OCITA FALL MEETING & INFORMATION SECURITY EVENT
LOCATION: LACENTRE, WESTLAKE, OHIO
ATTENDING: APRIL BEACHY
ANTICIPATED EXPENSE: Mileage 180 miles, approximately \$85.00

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

RESOLUTION (852-2016) HARBOR HOUSE REQUEST FOR RELEASE OF FEES

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to approve the release of the Marriage and Divorce filing fees pursuant to sections 3113.34 and 2303.201 of the O.R.C. to Harbor House, A Division of Personal & Family Counseling Services, an OhioGuidestone organization.

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

RESOLUTION (853-2016) ACCEPT PROPOSAL-COUNTY WIDE CONSTRUCTION-BARN REPAIRS-FAIRGROUNDS

It was moved by Commissioner Abbuhl, seconded by Commissioner Everett, to accept the proposal in the amount of \$2,605.00 submitted by Country Wide Construction, Dundee Ohio, for the following repairs at the Tuscarawas County Fairgrounds:

Discussion: Commissioner Everett questioned if County Wide Construction provides their profile of liability insurance and workers' compensation when they do work for the fairgrounds. Commissioner Metzger said they signed the agreement stating they do. Jane Clay, Executive Assistant/Park Coordinator said the second page of the quote included a list of stipulations created by Bob Stephenson, legal counsel and the quote was signed.

TUSCARAWAS COUNTY COMMISSIONERS

125 E HIGH AVENUE, NEW PHILADELPHIA OH 44663
 (330)365-3240 commissioners@co.tuscarawas.oh.us

The Tuscarawas County Commissioners are soliciting proposals/quotations for the following Project/Purchase. The deadline to submit the completed form is: _____.

REQUEST FOR PROPOSAL/QUOTATION FORM
 (Subject to General Conditions on reverse side)

(Project Name)			
DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Replace gutter on Beef Barn	Lenght of Building	\$615	\$615.00
Replace clear panels Replace clear Ridges	Race Horse Barn 10PC Barn 10PC	\$1365	\$1,365
4 =H Horse Barn #12	Clear Panels 4 PC	\$275	\$275.00
Hog Barn clear panels	5PC	\$350.00	\$350.00
TOTAL			\$2605.00

Submitted by:

County Wide Const.

Company Name

18507 Dover Rd

Address

Dundee OH 44624

City, State, Zip

countywide LLC 1@bmail.com

Email Address

Henry L Swartzentruber
By: (signature)

Henry L. Swartzentruber
Name: (printed)

Phone: 330 464 3770

same as above

Payment Remittance Address

ACCEPTED. The above prices, specifications and conditions are satisfactory and are accepted, subject to the general conditions on the reverse side of this form. You are authorized to do the work or provide the products, as specified. Payment will be made as outlined above.

9/19/2016
Date

Kerry Metzger
Tuscarawas County Commissioners

General Conditions

THESE GENERAL CONDITIONS MAY NOT BE ALTERED OR TAKEN EXCEPTION TO BY VENDORS

INSTRUCTIONS. Please be certain that you have seen and understand all pages of these general conditions, as you will be responsible for doing so. To insure the acceptance of your quotation, please read and follow these directions:

1. **Pricing:** Prices should be stated in the units of quantity specified. If the unit quantities requested are not available, include both the prices for the units that are available and a breakdown of those prices for the quantities requested. In case of a discrepancy in computing the amount of the quote, quoted unit prices for requested quantities will govern.
2. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the vendor, prices quoted will be considered as being based on delivery to the destination designated and to include all delivery and packing.
3. **Conflict of Interest:** Prospective vendor shall not contact any public employee by any means or method, including by telephone, regarding the specification and the procurement it represents except in the manner indicated above. Failure to comply with this requirement shall result in the disqualification of the vendor.
4. **Taxes:** The Board of Commissioners is generally exempt from Federal Excise Tax and Ohio State Sales Tax. The vendor shall be responsible for payment of any and all taxes, which might otherwise apply.
5. **Information, Rejection and Award:** The Board reserves the right to reject any or all quotations. The Board further reserves the right to waive any irregularities or clerical error in a quotation and to accept that quotation where, in the judgment of the Board or its agents, it is in the best interest of the Board to do so. The Board also reserves the right to accept a part or parts of a quotation unless otherwise restricted.
6. **Responsible Vendors.** The Board reserves the right to consider all elements entering into the question of determining the responsibility of vendor.
7. **Hold Harmless / Indemnity / Insurance:** The successful Vendor agrees to indemnify, defend and hold harmless Tuscarawas County, Ohio, its officials, directors, and employees from and against all actual or alleged claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance or non-performance of the work or service stemming from the award of work or service from this solicitation, provided that any such claim, damage, loss or expense is caused in whole or part by any negligent act, error or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The Vendor agrees to provide evidence of insurance coverage in form and substance agreeable to Tuscarawas County, Ohio.

To document its financial ability to fulfill the hold harmless and indemnity requirements and protect the Board from claims which may arise out of the contract stemming from this solicitation, Vendor shall purchase and maintain a policy of insurance which shall name Tuscarawas County as additional insured. Unless otherwise provided, such policy shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and in the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others. Tuscarawas County reserves the right to require higher limits if it deems warranted by the work or service to be performed.

Additionally, Vendor agrees that it shall obtain and maintain Workers Compensation insurance in compliance with State of Ohio law at all times during the term of the contract awarded from this solicitation.

8. **Applicable Law:** The Revised Code of the State of Ohio, and the applicable resolutions of the Board of County Commissioners for Tuscarawas County, Ohio, (the "Board") insofar as they apply to the laws of contracts, and purchases are made a part of this document. All laws of the United States of America, the State of Ohio, and Tuscarawas County, Ohio, applicable to the products or services discussed or to be provided, are also applicable.
9. **Special Conditions:** All of the conditions applicable to the quote shall be read so as to give meaning to all of such provisions. However, when there is a conflict in the interpretation between a special condition in the quote document and a general condition, the special condition to the document shall take precedence.

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

RESOLUTION (854-2016) PAYMENT OF BILLS

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

Child Support Enforcement Agency

Verizon Wireless	Broadband Wireless Service	80.30
Douglas Sexton	Broken Key Extraction	52.00
Pitney Bowes	Tape Strips for Mail Meter	239.95
Frontier	Local Phone Service	1,016.77

Clerk of Courts

ComDoc	Lease	425.32
Independence Business Supply	Supplies	25.54
Xerox	Service	59.28

Commissioners

William P. Lang	Legal Fees	1,752.42
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Common Pleas

Union Hospital Work Well	Work Wellness Program Training	50.25
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Community & Economic Development

Frontier Communications	Service/Fax Line	51.84
Blasenhauer Plumbing	CHIP Home Repair	5,619.00
Ohio Regional Development Corp	CHIP Soft Costs	1,636.00
Tusc Co OCED	General Admin/B-F-14-1CT-1	4,740.61

Community Corrections

Melymbrosia Associates	Basements/Evaluations/Treatment	1,110.00
Tusc. County Sheriff's Office	Gasoline	94.19

Dog Pound

Smart Bill	Postage-Dog License Mailings & Renewals	1,214.99
Smart Bill	Postage-Dog License Mailings & Renewals	1,985.01

Emergency Management

Tusc. County Sheriff	Supplies/Fuel	53.15
MNJ Technologies	Supplies/toner Cartridges	304.00

Engineer

Softworks, Inc.	Software Maintenance Agreement	1,195.00
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Job & Family Services

First Communications LLC	Phone Bill	11.55
Treasurer, State of Ohio	Fingerprints	584.00
G&L Supply Co.	Cleaning Supplies	917.88
Walmart	Dry Erase Board, Lice Kits, Padlock	96.77
Tusc. Co. Water & Sewer	August 2016 Pump Station Maintenance	150.00
Green Acres Lawn & Landscape	August 2016 Mow & Trim	220.00
Graphic Enterprises	Copier Contract	757.46
YP	Advertising	4.50
Frontier	Fire Lines	106.74
Agnes Walker, et al	Mileage Reimbursement	14,721.84
Horizons	Transportation	32,172.33
Treasurer, State of Ohio	Fingerprints	550.00
Clear Communication	Interpretation Services	552.00
Belmont Pines, et al	Purchased Care	308,194.54
Walmart	Prevention	49.88
John C. Reed	FACES	200.00
Vincent & Dana Beachy, et al	OWN Home	22,234.00
Shannon Weekley	Travel & Training	586.35
Treasurer, State of Ohio	Car	4,325.00
Cincinnati Bell Technology	Phone Bill	1,600.46

Business Card	Hotel Stay	327.00
Tusc. Co. Sheriff	Gas	379.84
Advance Auto Parts	Spark Plugs for Van	29.52
Staples Advantage	Copy Paper	1,413.22
Catolas Dry Cleaners	Cleaning of Mop Heads	15.00
Joshuawa Deeds	Foster Child School Supplies	76.03
COH	Foster Child Birth Certificate	20.00
Tusc. Co. Health Dept	Foster Child Birth Certificates	125.00
Dr. Nicholas Varrati MD	Drug Screens	218.00
Jetta Orr	KPIP	300.00
Guidestone	Parent Mentoring	997.86
Charles & Karla Neal	Foster Children School Fees & Pictures	61.47
Chrysalis Counseling Center Inc.	Court Testimony	107.00
All About Children Inc.	Daycare	1,956.24
Building Blocks Childcare Center	Daycare	498.25
Mark & Stephanie Haney	Foster Child Clothing Reimbursement	119.94
Raymond & Laura Miller	Foster Child Clothing Reimbursement	172.46
Simon & Katie Yoder	Foster Child Clothing Reimbursement	75.63
Joseph & Aron Satterfield	Foster Child Clothing Reimbursement	185.84
Fredy & Leona Tenorio	Foster Child Clothing Reimbursement	187.60
Luke & Megan Knuess	Foster Child Clothing Reimbursement	115.60
Richard & Michelle Chapin	Foster Child Clothing Reimbursement	190.63
Wells Fargo Business Credit	Foster Child Placement	8,339.00
Law Library		
Columbus Bar Association	Notary Booklets	198.68
Thomson Reuters – West	Govt Select Plan	3,193.91
Thomson Reuters – West	Westlaw Patron Access	878.08
Probate/Juvenile		
Shannon Davis	Type Transcripts	1,407.00
Thomson Reuters – West	Law Books	681.00
Public Defender		
Tuscarawas County Treasurer	Cost Allocation – October	549.84
Frank Bair	Rent – October	915.00
Sheriff		
Miller & Company	Porta John Service	80.00
Mr. Trailer Sales Inc.	Trailer Repair	150.00
Southern Court		
AEP	Service	1,007.27
Veterans		
Society for Equal Access	Rides for Veterans to Wade Park	3,600.00
Broadfoot Publishing Company	Civil War Rosters of Union Soldiers	415.00
Tusc. County Treasurer/Engineer	Gas for County Vans	346.70
BA Widder	Architectural Services	2,957.13
James Johnson	AAA Membership Reimbursement	83.00
Lowes Business Account	Credit Card Payment for Office Supplies	33.99
ComDoc Inc.	Base Charges	169.40
VOTE:	Kerry Metzger, yes;	
	Chris Abbuhl, yes;	
	Belle Everett, yes;	

OTHER BUSINESS: Commissioner Metzger had two additional items to bring under Other Business. The first is to amend the agreement with Vadose Environmental Consultants, Inc. and the second is a supplemental appropriation for additional environmental testing at 145 First Drive NE (Maren Property).

RESOLUTION (855-2016) AMEND AGREEMENT – VADOSE ENVIRONMENTAL CONSULTANTS INC. (145 1ST DRIVE NE)

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to amend the existing consulting agreement between Vadose Environmental Consultants, Inc. and the Tuscarawas County Commissioners for an additional environmental site assessment at 145 1st Drive NE, New Philadelphia OH not to exceed \$30,240.

VADOSE ENVIRONMENTAL CONSULTANTS, INC.

ENVIRONMENTAL AND ECOLOGICAL PROFESSIONALS
526 S. Main St., Suite 801D • Akron, OH 44311
Offices: (330) 762-6706
www.vadose.com

September 16, 2016
Hon. Kerry Metzger, Tuscarawas County Commissioner
125 East High Avenue
New Philadelphia, Ohio 44663

Re: Proposal to Determine the Horizontal and Vertical Extent of PCB Within and Beneath the Building and Determine the Horizontal and Vertical Extent of Chemicals of Concern at the Former Site of an Underground Storage Tank:
145 1st Drive NE, New Philadelphia, OH (the "Subject Property")
VADOSE File 2016151.2

Dear Mr. Metzger:

The July 25, 2016 Phase I Environmental Site Assessment of the Subject Property, completed by VADOSE, identified four (4) recognized environmental conditions (RECs). Of those 4 REC, two (2) were not refuted and remain issues of concern warranting resolution:

- REC-1: The likely presence of hazardous substances and petroleum products, potentially including but not limited to polychlorinated biphenyls (PCBs, former common constituents of/extendors in hydraulic oils) on the Subject Property under conditions indicative of release to the environment from prior hydraulic cylinder deconstruction, operation of unlined masonry pits and reported release of hydraulic oils, spent solvents, and cleaning agents into a "bottomless sump" in the floor, which discharged to the municipal sanitary sewer, said release made the subject of a 1991 Ohio EPA investigation.

REC-1 is confirmed by the result of PCB wipe testing. Two of five, or 40%, of wipe tests confirmed the presence of fugitive PCBs in the building, both on the concrete floor and in at least one of the hydraulic cylinder deconstruction pits. While no PCBs were reported at concentrations exceeding the 10 ug/100cm² regulatory standard, potential exists for PCB contamination of other areas of the building, e.g. other pit walls and floors not tested, other concrete floor areas, etc., at concentrations exceeding the standard. This potential exists because Phase II Environmental Site Assessment was designed to confirm or refute recognized environmental conditions and to determine the presence or absence of PCBs, not to fully characterize the extent of fugitive PCBs prior to having knowledge that any fugitive PCB was even present on the Subject Property. Moreover, while the presence of fugitive PCB on the Subject Property has been confirmed, the limited number of samples may not fully represent the full extent of fugitive PCB and may not have identified the maximum concentration of fugitive PCB on the Subject Property.

The use of PCB-contaminated real property is considered the use of PCBs, and the use of PCBs must be authorized under TSCA and EPA's implementing regulations. TSCA § 6(e)(2)(B) allows EPA to authorize "by rule" the use of PCBs in a non-totally enclosed manner in 40 CFR § 761.30. The applicable use authorization for PCB-contaminated real property is 40 CFR § 761.30(u), under which "[a]ny person may

VADOSE ENVIRONMENTAL CONSULTANTS, INC.

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145 1st Drive NE, New Philadelphia, OH (the "Subject Property")
VADOSE File 2016151.2, September 16, 2016, Page 2.

use equipment, structures, other non-liquid or liquid materials that were contaminated with PCBs during manufacture, use, servicing, or because of spills from, or proximity to, PCBs =50 ppm" so long as the materials were decontaminated or meet an applicable decontamination standard. In other words, "because the use of contaminated portions of real property constitutes the use of PCBs on it, such use is prohibited under section 6(e)(2)(A) of TSCA, unless the owner of the property contaminated with PCBs complies with all applicable use authorizations. In general, this means that the owner must first clean up the property or decontaminate it before it can be used (see 40 CFR § 761.30(u)). See also 2005 PCB Site Revitalization Guidance". NOTE WELL: A valid question is, "Does 40 CFR § 761.30(u) apply to use of the building on the Subject Property, given that no documentation exists demonstrating that oils containing PCB released to the building contained PCB at a concentration =50 ppm?". On behalf of the Tuscarawas County Commissioners, VADOSE has taken the conservative approach that in the absence of that knowledge, the rule may still apply.

According to U.S. EPA, Polychlorinated Biphenyl (PCB) Site Revitalization Guidance Under the toxic Substances Control Act (TSCA), the use of an area contaminated with PCBs with concentrations less than 10 ug/100cm², for porous surfaces may be used as long as the concentration of PCB contamination of the porous surface stays below 10 ug/100cm². This rule applies when no "change in use of PCB" occurs; this can also be considered as "no change in use" of the real estate". No PCBs were reported at concentrations exceeding this regulatory standard.

In summary, encapsulation of PCB or removal / remediation of PCB contaminated media may be warranted, subject to (1) future change in use, if any, of the real estate; and (2) the to-be-determined full extent of fugitive PCB on the Subject Property. Moreover, PCB may or may not be present in soil and groundwater beneath the building on the Subject Property below the depths investigated by this Phase II Environmental Site Assessment.

VADOSE recommends additional wipe testing in the building to determine the horizontal extent and maximum concentration of fugitive PCB within the building, and soil testing below the bottom of all former hydraulic cylinder deconstruction pits to determine the vertical extent, if any, of PCB in the sub-surface beneath the building on the Subject Property. If underlying soil and groundwater is not impacted by PCB, environmental risk attributed to PCB would be limited to fugitive PCB on the concrete floor and pit walls, offering a comparably simple and far lower-cost solution than the alternative.

Proposal to determine the horizontal and vertical extent of PCB within and beneath the building: VADOSE proposes to drill through the bottom of all eleven (11) former deconstruction and wash pits in the floor of the building, with depths of investigation including five (5) borings to 60' total depth with groundwater samples recovered, as well as an additional six (6) borings to 20' total depth below the pit floors. Multiple soil samples in vertical succession in each of the eleven borings will profile the vertically downward

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145 1st Drive NE, New Philadelphia, OH (the "Subject Property")
VADOSE File 2016151.2, September 16, 2016, Page 3.

migration, if any, of PCB beneath the building. In addition, VADOSE proposes to recover 52 wipe samples to determine the presence of absence of PCB, if any, not revealed in the prior Phase II Environmental Site Assessment. This effort will also identify maximum concentration of fugitive PCB on and above the concrete floor, including wall dusts and similar media. Upon completion of this effort, VADOSE will be able to determine the likely regulatory compliance pathway with respect to use of the real estate. **VADOSE can complete this phase of the project for an estimated cost of \$20,900 (twenty thousand nine hundred even dollars).**

- REC-2: The likely presence of hazardous substances or petroleum products on the Subject Property under conditions indicative of release to the environment, specifically,

former operation of an underground storage tank containing petroleum products (1) on parcel 43-01508-000 on the Subject Property; and (2) multiple additional underground storage tanks containing petroleum products on adjoining property west of the Subject Property.

REC-2 is confirmed by discovery of the presence of groundwater contamination at the former location of an underground storage tank containing petroleum products on Parcel 43-01508-000. VADOSE is unable to conclusively attribute the presence of COC in groundwater recovered from TW-6 to migration of said COC from a former retail gasoline filling station northwest and up-gradient from the Subject Property with respect to groundwater flow, given that no COC were reported in groundwater recovered from monitoring wells 2016152.1-TW-2 and 2016152.1-TW-3 immediately south of the parcel formerly occupied by that gasoline filling station. Notwithstanding this conclusion, the lack of COC in soil immediately above groundwater contaminated with COC at TW-6 is consistent with migration of said COC from a former retail gasoline filling station northwest and up-gradient from the Subject Property. This contradictory evidence cannot be resolved without knowledge of the full horizontal and vertical extent of COC contamination in all environmental media.

With exception of toluene, xylenes and MTBE in groundwater, COC in TW-6 were reported at respective concentrations exceeding the Ohio VAP generic unrestricted potable use standards in groundwater and U.S. EPA Vapor Intrusion Screening Levels. Accordingly, the presence of these COC is consistent with a vapor intrusion condition (VIC) on the Subject Property. Given that a municipal drinking water supply is currently available to the occupant of the Subject Property, the presence of benzene, ethylbenzene, naphthalene and 1,2 dichloroethane in groundwater at respective concentrations exceeding Ohio VAP generic unrestricted potable use standards does not pose an existing ingestion exposure pathway. Although no existing ingestion pathway is demonstrated, risk of human exposure to these COC is attributed to an inhalation pathway posed by the vapor intrusion condition.

VADOSE recommends determination of the full horizontal and vertical extent of COC in groundwater and, if any, COC in soil in support of remediation of COC to concentrations below Ohio VAP

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145 1st Drive NE, New Philadelphia, OH (the "Subject Property")
VADOSE File 2016151.2, September 16, 2016, Page 4.

generic unrestricted potable use standards in groundwater and U.S. EPA Vapor Intrusion Screening Levels. NOTE WELL that VADOSE understands this UST was never operated by the owner of the Subject Property. If no responsible parties remain in existence or can otherwise be identified, the Subject Property may be experiencing environmental impairment which will not be corrected unless a third party, e.g. the existing or a new owner of the Subject Property, assumes responsibility for corrective actions.

Proposal to determine horizontal and vertical extent of COC: VADOSE proposes to drill 3 additional soil borings northwest, southwest and generally east of the area determined to have groundwater contamination to gauge the extent of that contamination in attempt to delineate its boundaries, most notably if that contamination has migrated beneath the building at 145 1st Drive NE. To maximize value, VADOSE proposes to convert those soil borings to monitoring well, constructing those monitoring wells in such a way that they can also subsequently serve as remediation wells in support of future remediation. This approach is designed to ultimately reduce the cost of remediation by as much as \$8,000, more or less, an important goal to achieve especially given the greater depth to groundwater and the resulting higher cost to reach groundwater for monitoring and remediation purposes. Accordingly, VADOSE can complete this phase of the project for an estimated cost of \$9,340 (nine thousand three hundred and forty even dollars).

The total cost of both parts of this proposal is \$30,240 (thirty thousand two hundred and forty even dollars).

VADOSE ENVIRONMENTAL CONSULTANTS, INC.

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VADOSE File 2016151.2, September 16, 2016, Page 5.

AMENDMENT TO THE EXISTING CONSULTING AGREEMENT:

Pursuant to Paragraph 15 of the June 24, 2016 Consulting Agreement by and between VADOSE ENVIRONMENTAL CONSULTANTS, INC., and TUSCARAWAS COUNTY COMMISSIONERS, when both signature blocks provided below are signed by the respective parties to that Agreement, this document shall constitute a formal written amendment to that existing Consulting Agreement.

Please indicate your desire to execute both parts of this proposal as stated above.

TUSCARAWAS COUNTY COMMISSIONERS

By: Kerry Metzger
Title: Commissioner

Date: 9/19/2016

and

VADOSE ENVIRONMENTAL CONSULTANTS, INC.

William L. Ullom

By: William L. Ullom
President
September 16, 2016

2016151.2.CON.09.16.16

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

RESOLUTION (856-2016) SUPPLEMENTAL APPROPRIATIONS

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

DEPARTMENT	FROM	TO	AMOUNT	REASON
Commissioners	U40-10	U40-U20	\$30,240.00	Maintenance Facilities

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

Commissioner Abbuhl attended the meeting at the Dennison Depot in relation to the Dennison Depot Polar Express train excursion. Congressman Johnson along with the media was there to announce a new contract with the railroad. The agreement guarantees 3 years beginning this year 2016 and 2017, 2018. Commissioner Abbuhl thanked Congressman Johnson and Congressman Gibbs for their assistance after meeting with them in Washington D.C. to find a resolution to maintain the Polar Express train rides.

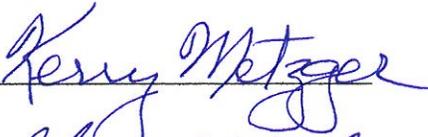
NO FURTHER BUSINESS COMING BEFORE THE BOARD.

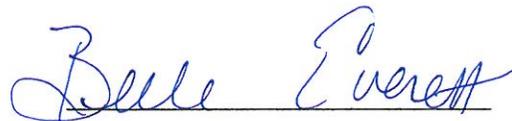
RESOLUTION (857-2016) ADJOURN

It was moved by Commissioner Everett, seconded by Commissioner Abbuhl, to adjourn at 1:09 p.m. to meet in Regular Session, Monday, the 26th day of September, 2016.

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

We hereby certify the above and foregoing to be a true and correct account of the proceedings as had by and before us on the day and year first written above.





Attest: 
Clerk of the Board