

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON
THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Donald Wuertz (Absent), Deborah Martin, James D. Ward

PUBLIC COMMENT -- Mr. Gary Witt of Sunbury spoke regarding the new EMS driving policy.

RESOLUTION NO. 02-178

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS NUMBERED 328243 THROUGH 328723:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve for payment warrants numbered 328243 through 328723 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2B13145	Liberty Twp Fire Dept	EMS provided by Liberty Twp	0260-2047	\$ 8,000.00
2B13417	Village of Shawnee Hills	Drainage	2000-2015	\$ 60,000.00
			0080-2015	\$ 120,000.00
<u>Vouchers</u>				
1P12367	CDW Government, Inc.	Back-up CAD Station	9110-4120	\$ 2,309.00
		CPU-CML-Stat Reporting	9110-4105	\$ 2,289.00
		18" NEC Flat Screen Monitors	9110-4105	\$ 2,499.37
1B42992	Del. Board of Education	Childcare Services	4580-2080	\$ 2,088.50
1B42992	Del. Board of Education	Childcare Services	4580-2080	\$ 4,504.50
1B42992	Kindercare Neverland	Childcare Services	4580-2080	\$ 4,893.67
2B43279	Kindercare Neverland	Childcare Services	4580-2080	\$ 9,267.67
2B13396	Tyevco	Private Rehab-Doris Henry	0080-2005	\$ 13,349.00
			0074-2005	\$ 3,500.00

Vote on Motion Mr. Wuertz Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02 -179

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

The Environmental Services Department is requesting that Julie Mays attend a Communications Technique Seminar at JVS March 7, 2002, at the cost of \$55.00. (To improve services).

The Administrative Services Department is requesting an increase to the travel request for Rachel Stull to attend the Annual SHRM Conference at the cost of \$114.00. (Airfare change and revised registration fee).

The Facilities Department is requesting that Jon Melvin attend a Public Contract Code and Competitive Bidding Seminar in Columbus, Ohio February 21, 2002, at the cost of \$306.00. (Job related information).

The Department of Job and Family Services is requesting that Pam Pruett attend a Training Styles Workshop in Columbus, Ohio March 20 & 21, 2002, at the cost of \$145.00. (To improve job skills).

The Department of Job and Family Services is requesting that Tammy Mannasmith attend a Head Start Child Care Leadership Forum in Columbus, Ohio February 6, 2002, at the cost of \$35.00. (Training).

The Environmental Services Department is requesting that Chad Antle attend a Law of Easements, Legal Issues and Practical Considerations in Ohio, in Columbus, Ohio April 10, 2002, at the cost of \$279.00. (General information).

The Environmental Services Department is requesting that Barry Bryant attend a Law of Easements, Legal Issues and Practical Considerations in Ohio, in Columbus, Ohio April 10, 2002, at the cost of \$279.00. (General information).

The Administrative Services Department is requesting that Chris Bauserman and Kevin Williams attend a NPELRA Annual Training Conference in Clearwater Beach, Florida April 14 through 18, 2002, at the cost of \$2,674.00. (Labor relations/Employment Practices).

The Records Center is requesting that Christine Shaw and Lori Detter attend a CRMA meeting in Columbus, Ohio April 17, 2002, at the cost of \$36.00. (Training).

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-180

IN THE MATTER OF APPROVING ANNEXATION OF 5.681 ACRES OF LAND FROM ORANGE TOWNSHIP TO THE CITY OF COLUMBUS AS DIRECTED BY JUDGE EVERETT H. KRUEGER:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following resolution:

Whereas a Judgment Entry was received by the Delaware County Commissioners on January 22, 2002, from Judge Everett H. Krueger ordering the Clerk of the Board to certify and forward all pertinent document concerning the Petition for Annexation of 5.681 Acres of land from Orange Township to the Clerk of Council of the City of Columbus for further action by that body.

It is hereby ordered that the direction given by Judge Everett H. Krueger in JUDGEMENT ENTRY dated January 17, 2002, Case No. 01-CV-F-10-531, be executed by the Clerk immediately. Therefore, it is hereby ordered that the prayer of said petition be granted, and that the territory described in said petition be annexed, signed by a majority in accordance with law, and that a certified transcript, signed by a majority of the Board, of all orders and proceedings of said Board relative to said petition and the hearing thereon, together with said petition and the maps attached hereto, and all papers on file relating to said matter, be delivered to the Clerk of Council for the City of Columbus, Ohio.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-181

IN THE MATTER OF APPROVING PLAT FOR SCIOTO RESERVE SECTION 4, PHASE 8 AND DITCH MAINTENANCE PETITIONS FOR SCIOTO RESERVE SECTION 4, PHASE 8 AND WEDGEWOOD PARK:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

Scioto Reserve Section 4, Phase 8

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Section 2, Township 3, Range 19 West, United States Military Lands Containing 1.215 Acres In Farm Lot 28, And 5.552 Acres In Farm Lot 29, Being 6.767 Acres, More Or Less, Including 1.163 Acres Of Right-Of-Way, Out Of The 221.136 Acre Tract Conveyed To Home Road Ltd. In Deed Volume 672 At Page 284 Of Record In The Office Of The Delaware County Recorder. Cost \$ 63.00.

Ditch Maintenance Petition- Scioto Reserve Section 4, Phase 8

We the undersigned owners of 6.77 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Scioto Reserve Section 4, Phase 8** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Scioto Reserve Section 4, Phase 8** subdivision.

The cost of the drainage improvements is \$ 35,963.80 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 21 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 1,560.17 per lot. An annual maintenance fee equal to 2% of this basis \$ 31.20 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 655.27 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

Ditch Maintenance Petition- Wedgewood Park:

We the undersigned owners of 73.6 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as **Wedgewood Park** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Wedgewood Park** subdivision.

The cost of the drainage improvements is \$ 567,424.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 92 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$ 6,167.65 per lot. An annual maintenance fee equal to 2% of this basis \$ 123.36 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ 11,349.12 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Vote on Motion Mr. Wuertz Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-182

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U02008	Columbia Gas	North Orange Section 3	Install gas main
U020013	Del-Co water	Meredith State Road	Install waterline
U020014	Ameritech	Sawmill Parkway	Open trench-bore
U020016	Columbia Gas	Sawmill Road	Install Gas main
U020017	Columbia Gas	Home road	Relocate existing gas main

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-183

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER LAURIE DAUM:

It was moved by Mr.Ward, seconded by Mrs. Martin to approve the following contract.

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
		Rates per Hour		
Laurie Daum 3443 Courtland Drive Lewis Center, Ohio 43035	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.05 \$ 2.05 \$ 1.90 \$ 1.90		

Vote on Motion Mr. Wuertz Absent Mrs. Martin Aye Mr. Ward Aye

RESOLUTION NO. 02-184

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACT

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A
DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE
PROVIDERS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

AMENDMENT NO. 1

This amendment, effective January 1, 2002, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services a department of the Delaware County Commissioners and the following list of child care providers entered into as listed.

Name	Original Start date	Address
Byerly, Kimberly	7/10/01	112 Kettering Blvd., Delaware, OH 43015
Child Care Unlimited	6/25/01	100 W. Cherry Street, Sunbury, OH 43074
Cradle 'N Crayon	6/25/01	1012 High Street, Worthington, OH 43085
Delaware Christian Academy	6/25/01	2280 Marysville Rd., Delaware, OH 43015
Don-A-Del	6/25/01	2221 Braumiller Rd., Delaware, OH 43015
Doss, Rebecca	10/31/01	88 Cottonwood Dr., Marysville, OH 43040
Harper, Kathy	7/1/01	4181 Portobello Drive, Gahanna, OH 43230
Howard, Cindy	7/1/01	3619 CR 219, Marengo, OH 43334
Karousel Preschool & Child Care	6/25/01	129 Oranewick Drive, Lewis Center, OH 43035
Kinder Care Learning Center	6/25/01	96 Neverland Dr., Lewis Center, OH 43035
Kinder Care Learning Center #0889	6/25/01	2001 Bethel Rd., Columbus, OH 43220
Kinder Care Learning Center #0999	6/25/01	55 South Cleveland Ave., Westerville, OH 43081
La Petite Academy	10/15/01	909 Polaris Parkway, Columbus, OH 43240
Liberty Child Care	6/25/01	207 London Road, Delaware, OH 43015
Liberty Child Care and Preschool	6/25/01	14 Grace Drive, Powell, OH 43065
Noah's Ark Learning Center	6/25/01	110 Tippet Court, Sunbury, OH 43074
Pike, Bethany	7/1/01	8157 Wildflower Lane, Westerville, OH 43081
Play To Learn Day Care Center	6/25/01	4630 Leap Court, Hilliard, OH 43016
Smith, Paula	7/1/01	3376 Groll Rd., Waldo, OH 43356
The Learning Center of Worthington	6/25/01	149 Charring Cross Drive S., Westerville, OH 43081
The Learning Center of Worthington	6/25/01	7878 Worthington-Galena Rd., Worthington, OH 43085
Today's Learning Center	6/25/01	47 Lexington Blvd., Delaware, OH 43015
Tri-Rivers Day Care	7/17/01	2222 Marion Mount Gilead Rd., Marion, OH 43302
Wilson, Phyllis	10/29/01	6169 Dublin Rd., Delaware, OH 43015
Young, Karen	7/11/01	250 W. North Street, Ostrander, OH 43061

SITE:

Article 2. Contract Period: Changes the termination date of the contract from n/a to n/a.

I. Article 3. Contract Services: No change.

II. Article 4. Cost and Delivery of Purchased Services:
Absentee Payment Policy: The maximum number of absent days reimbursed to the Provider shall not exceed ten (10) days in a six-month period during which publicly funded child day-care is provided to the child regardless of the number of providers that provide publicly funded child day-care to the child during that period. (ORC 5104.32 C) After two consecutive absentee days, the Provider shall report the absences to the Department. Failure of the Provider to report absences on a timely basis may result in the termination of payment after the second consecutive day.

Vote on Motion Mr. Ward Aye Mr. Wuertz Absent Mrs. Martin Aye

RESOLUTION NO. 02-185

IN THE MATTER OF APPROVING THE ADDENDUM TO THE CONTRACT FOR
TRANSPORTATION SERVICES BETWEEN DELAWARE AREA TRANSIT AGENCY AND
DELAWARE COUNTY JOB AND FAMILY SERVICES:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

ADDENDUM

This service addendum is entered into this 1st day of January, 2002 between the Delaware Area Transit Agency (hereafter called DATA) and The Delaware County Department of Job and family Services (hereafter called PURCHASER) for the purpose of extending the current 2001 contract for providing transportation services to Individuals associated with the PURCHASER.

WHEREAS, DATA is currently revising the methods used to deliver transportation services, and

WHEREAS, DATA and the PURCHASER have not yet agreed upon acceptable services and compensation for the 2002 calendar year, and

WHEREAS, All requirements specified in the body of the main portion of the calendar year 2001 contract will remain in effect and apply to this addendum, and

WHEREAS, This addendum will remain in effect until an agreement is reached between the parties for a new contract or a maximum of 90 days.

TERMS OF ADDENDUM AND COMPENSATION

The scope of services shall continue for DATA to provide curb to curb transportation services to be provided based upon authorization provided by the PURCHASER.

The PURCHASER will compensate DATA as outlined in the calendar year 2001 contract. The total amount of this contract addendum shall not exceed \$60,000.

Vote on Motion Mrs. Martin Aye Mr. Wuertz Absent Mr. Ward Aye

RESOLUTION NO. 02-186

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE KNOX MARION MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT (THE “DISTRICT” OR “DKMM”) AND THE DELAWARE COUNTY COMMISSIONERS FOR IMPLEMENTATION RECYCLING & LITTER PREVENTION SERVICES:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

AGREEMENT FOR IMPLEMENTATION
RECYCLING & LITTER PREVENTION SERVICES

This agreement made the 31 day of December 2001, effective the same date, is executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware Knox Marion Morrow Joint Solid Waste Management District (the “District” or “DKMM”) with offices at 203 South Prospect Street, Marion, Ohio 43302, and the Delaware County Commissioners, with offices at 101 North Sandusky Street, Delaware, Ohio, 43015.

WITNESSETH:

WHEREAS, HB 592 was passed in 1988, requiring that counties organize into solid waste districts and that the districts become responsible for managing and reducing their solid waste.

WHEREAS, the District was formed in accordance with HB 592 in February 21, 1989 as a joint four-county solid waste management district.

WHEREAS, the initial solid waste management plan for the District was approved on November 6, 1992 and sets forth the programs and activities to be implemented by the District. The First Amended Plan was approved June 23, 1998.

WHEREAS, HB 592 and the approved solid waste management plan, as amended, allow the District to enter into contracts with recycling litter and prevention agencies within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V as amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to local recycling and litter prevention offices to assist and encourage the establishment of drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the district’s scrap tire & household hazardous waste collection program, the district’s annual appliance round up, market development, and industrial education and awareness.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002**

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to grant the County Recycling & Litter Prevention Offices (CRLPO) the amount of funds as set forth in **Exhibit A** for fulfillment of obligations listed in **Exhibit B** from the amended District Plan.

2. Term

The term of this agreement shall commence on January 1, 2002 and terminate on the 31st day of December 2002. This agreement shall be automatically renewed annually for additional one year terms, unless either party has given written notice to the other on or before October 1 each year of its intent to terminate said agreement at the end of that contract year.

3. Payments

The District shall disburse the contract funds for the purchases as described in **Exhibit A**. A lien shall be filed, pursuant to a UCC financing statement filed in accordance with the Agreement, as or Addendum there to signed by both the District and the CRLPO, against any equipment or machinery purchased with any portion of District funds. Said lien shall remain in place indefinitely, where District funds have been used.

4. Reporting

The CRLPO agrees to file a copy of their quarterly and annual ODNR program status reports with the District and on forms prescribed by the District an annual report on District Supplemental Match spent above their required ODNR match. This report is due within forty-five days following each calendar year. The CRLPO understands that the President of the Board of County Commissioners shall sign the annual ODNR program status report.

5. Remittance

The CRLPO agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 15 annually. The District will remit any unused funds into the Reimbursements account #91724427 for future use by any District program. If the described equipment or machinery set forth is no longer in service for applicable programs, then the equipment or machinery shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement account #91724427 for future use by the District.

6. Termination

This agreement may be terminated by the District upon the occurrence of any of the following: A) notification from a County Recycling & Litter Prevention Office stating a wish to terminate the contract and return any and all funds awarded and unexpended, B) improper use of District funds for items other than are listed in Section V the District Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Program Manager. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

7. Resolving Disputes

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Coordinator and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, that then this issue shall be referred by the Program Manager to the CRLPO's County Commissioners and the Executive Coordinator shall refer it to this Board for final resolution.

8. Entire Agreement

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

EXHIBIT A

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

DKMM Solid Waste District

”Recycle Ohio Grant” & “DKMM Supplemental” Match for local County Recycling & Litter Prevention Offices Annually

County	State Award	Match %	Initial Match	Quarterly Match	Drop Offs	Total Match
Delaware	\$84,900	37%	\$17,000	\$3,600	\$4,200	\$35,600
Knox	\$56,600	37%	\$ 11,300	\$ 2,410	\$ 2,450	\$ 23,390
Marion	\$56,600	37%	\$11,300	\$ 2,410	\$ 1,225	\$ 22,165
Morrow	\$ 45,000	37%	\$ 9,000	\$ 1,912.50	\$2,275	\$18,925
TOTALS	\$240,550		\$48,600	\$10,332.50	\$10,150	\$100,080

NOTE: Any changes in the State Award shall automatically cause this allocation to be reviewed by the District’s Board of Directors at the Board’s next scheduled meeting.

Exhibit B
Obligations in the District Plan

Recycling Drop Offs

The County Recycling and Litter Prevention Offices (CRLPOs) will assist the District by providing the following management services for the recycling drop-off program.

- ▶ Locate acceptable sites based on the access program outlined in Section VII.
- ▶ Find local sponsor groups if needed for the drop-offs.
- ▶ Instruct local sponsor groups on their responsibilities.
- ▶ Secure contracts with the sponsors and manage the sponsors.
- ▶ Call in extra pulls to the District Contractor and provide records to the District.

The District Office will provide a contractor for each recycling drop-off equipped to meet the communities needs. The District will pay each recycling contractor and site sponsors directly for their services. The District will assist the CRLPO’s in locating acceptable recycling drop-off sites.

Source Reduction

The District will meet the goals for source reduction education and technical assistance with the direct assistance of each of the CRLPOs. Each CRLPO will develop a program to educate the residential/commercial and industrial sector about source reduction. The program may include:

Brochure – The CRLPO will publish a Directory of Recycling Programs operating in each County. The directories include information about drop-offs and recycling opportunities. The CRLPO will revise the Directory of Recycling Programs annually. The brochure will also include information on source reduction, recycling, composting and buying recycled products. Approximately, 2500 – 5,000 copies of the brochure will be available for distribution by the Fall of 2002 and updated annually.

Each CRLPO will distribute these brochures at county fairs, community festivals, schools and community presentations. The CRLPO will track the number of brochures distributed and provide the number to the Board of Directors by January 15 each year.

Education and Awareness for Residential Commercial Sector

The District will meet the goals for recycling, reuse and composting opportunities with the direct assistance of each of the CRLPOs. Each CRLPO will develop a program to educate the residential/commercial and industrial sector about recycling, reuse and composting opportunities. The program may include:

Brochure – (see brochure above under source reduction).

Recycling Advertising Campaign - Each CRLPO will develop an advertising campaign to encourage recycling and waste reduction. The campaign will be kicked off in the Fall 2003. The CRLPO will select from newspaper and billboard advertisements, cable TV and other general media methods to advertise the recycling, reuse and composting programs around the District.

School Presentations and Programs - The CRLPOs have conducted school presentations and teachers workshops on recycling and waste reduction as part of the Ohio Department of Natural Resources “Recycle Ohio” grant program. The CRPLOs will continue to complete a program to educate

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

elementary and secondary classrooms and teachers. Alternative education programs for students will also be considered.

- Community Presentations - The CRLPOs will make presentations to organizations on recycling and waste reduction and other District activities. The CRLPOs will make these presentations as requested.
- District Newsletter and Annual Report – The District periodically publishes a newsletter that is mailed to interested residents, political jurisdictions, commercial, and industrial facilities. Each CRLPO will provide one article for each issue for the newsletter and one article for the annual report.

Each CRLPO participates in the ODNR Recycle Ohio grant program. This grant plus district matching funds, and DKMM funds above ODNR matching requirements provides funding for CRLPO activities. To the maximum extent possible, CRLPOs will apply for grant funding to implement the activities outlined in this Plan Update. For activities that are ineligible for grant funding the District will provide funding. The District is responsible for ensuring that program activities described in the Plan Update are implemented in accordance with the schedule and budget outlined in this Plan Update.

In order to assure that the program activities, schedules and budgets outlined in this Plan Update are accomplished; each CRLPO will be required to simultaneously submit the ODNR Recycle Ohio! grant application, quarterly and annual reports to the DKMM District Office by the ODNR reporting deadlines.

The Boards of County Commissioners will be responsible for ensuring that the activities and requirements of the CRLPOs presented in this Plan Update are met and reporting requirements are filed with the DKMM District.

Scrap Tire and Household Hazardous Waste (HHW) Collection Program

The District will hire a private contractor for the event The CRLPO where the event is to take place will provide volunteers to assist with managing traffic, collecting survey data, and other District requirements at this event. The CRLPO will also develop and implement an advertising plan for this event. A list of volunteers will be provided to the District. A copy of the advertising plan will be submitted to the Board of Directors 30 days prior to the event.

Each CRLPO shall spend a minimum of \$1,500 annually on Scrap Tire and Household Hazardous Waste advertising. Regardless of which County the events are being held.

Appliance Roundup

The District will continue to contract with a private vendor to properly collect and recycle the appliances in each county in the District. Each CRLPO will provide assistance in managing the selection of appropriate sites, managing the operation of the program and will develop an advertising plan for the appliance roundup in their county. An outline of the management assistance to be provided and a copy of the advertising plan will be submitted to the Board of Directors 30 days prior to the event.

Each CRLPO shall spend a minimum of \$500.00 on advertising of the Appliance Round Up in their County.

Market Development

Each CRLPO will send at least one representative to a monthly meeting with the DKMM District Coordinator to review education and recycling strategies. The District Coordinator and the CRLPO managers will meet and work together to prepare a report to be presented at the joint Policy Committee/Board of Directors meeting first quarter 2003. The report will outline recommended strategies for promoting recyclable markets in the District. This may include elements of a buy-recycled program, participating in ODNR’s Industrial Market Development Grant Program, or other programs that may provide incentives for using recycled materials.

Industrial Education and Awareness

- Brochures – Each CRLPO will develop and publish a brochure focused on source reduction and recycling for industrial facilities. The brochure will include information about drop-offs and recycling opportunities in each County. The brochure will include information about local recycling facilities, brokers, material recovery facilities as well as buying recycled products. The CRLPO will distribute these brochures to industrial facilities annually.

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

RESOLUTION NO. 02-187

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS IN THE VILLAGES OF OAK CREEK PHASE 11 PART A; RIVERBEND SECTION 4 PHASE 2; WALKER WOOD SECTION 14; SUMMERWOOD PHASE 1 AND SUMMERWOOD PHASE 2:

It was moved by Mrs. Martin, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Villages Of Oak Creek Phase 11 Part A	1,799 feet of 8 inch sewer	8 manholes
Riverbend Section 4 Phase 2	NO NEW SEWERS	
Walker Wood Section 14	1,805 feet of 8 inch sewer	7 manholes
Summerwood Phase 1	2,154 feet of 8 inch sewer 4,814 feet of 10 inch sewer	20manholes
Summerwood Phase 2	1,733 feet of 8 inch sewer	8 manholes
Vote on Motion	Mr. Wuertz Absent Mrs. Martin Aye Mr. Ward	Aye

RESOLUTION NO. 02-188

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR HARBOR POINTE SECTION 3:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve sanitary sewer plan for Harbor Pointe Section 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Absent	Mrs. Martin	Aye
----------------	----------	-----	------------	--------	-------------	-----

RESOLUTION NO. 02-189

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR SCIOTO RESERVE SECTION 4 PHASE 5; GOLF VILLAGE SECTION 9 PHASE 2 PART A (AMENDED) AND GOLF VILLAGE SECTION 9 PHASE 2 PART B (AMENDED):

It was moved by Mr. Ward, seconded by Mrs. Martin to accept the following Sanitary Subdivider’s Agreement:

Scioto Reserve Section 4 Phase 5

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 4th day of February 2002, by and between **Homewood Corporation, Inc.**, SUBDIVIDER, as evidenced by the **Scioto Reserve, Section 4, Phase 5** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$53,659.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002**

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$3,800.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

Golf Village Section 9 Phase 2 Part A (Amended)

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 4th day of February 2002, by and between **M/I Schottenstein Homes, Inc.**, SUBDIVIDER, as evidenced by the **Golf Village, Section 9, Phase 2, Part A** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit: The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER shall be credited fifty percent (50%) of the capacity charges then in effect for each

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002**

single family residential connection, for 32 equivalent single family residential connections (credits transferred from Triangle Real Estate Jan-02). The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$68,940.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$5,500.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

Golf Village Section 9 Phase 2 Part B (Amended)

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 4th day of February 2002, by and between **M/I Schottenstein Homes, Inc.**, SUBDIVIDER, as evidenced by the **Golf Village, Section 9, Phase 2, Part B** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit: The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER shall be credited fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **38** equivalent single family residential connections (credits transferred from Triangle Real Estate Jan-02). The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$84,382.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$6,750.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$60.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2002

\$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.50 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of -way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required, "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

Vote on Motion Mr. Wuertz Absent Mrs. Martin Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Deborah B. Martin

James D. Ward

Donald E. Wuertz