

COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD JUNE 22, 2009

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

RESOLUTION NO. 09-747

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 18, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on June 18, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-748

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF THE RULES FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve, for a specific occurrence, a suspension of Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio:

Vote on Motion Mr. Thompson Aye Mr. O'Brien Nay Mr. Hanks Aye

PUBLIC COMMENT

REFER TO CD MINUTES FOR ENTIRE RECORD for Comments On Agreement Between The Board Of Commissioners And ST eGe — Delaware, Llc To Plan An Economically Feasible And Otherwise Advantageous Implementation Of A Process For Collection And Treatment Of Septage

- 1) Jim Camp ST eGe Delaware LLC
- 2) Cynthia Lasher- Dublin Road
- 3) Betsy Moffit -Dublin Road
- 4) Debbie Henthorn- Dale Ford Road
- 5) Matt Smith- Polar Drive
- 6) Margaret O'Brien- Sweeny Road
- 7) Linda Glaza- Sweeny Road
- 8) Jim Hurt- Buntly Station Road
- 9) Adam White-phone
- 10) Charlotte Joseph

RESOLUTION NO. 09-no vote was taken on this resolution

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR , MEMO TRANSFERS IN BATCH NUMBERS MTAPR _____ AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PRC _____:

It was moved by , seconded by to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR , memo transfers in batch numbers MTAPR _____, Procurement Card Payments in batch number PRC _____ and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0905085	SHREMSHOCK ARCHITECTTS	ARCHITECT HAYES REMODEL	40111402 - 5410	\$90,950.00	0001

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R0905126 QUANDEL CONST MAN CFOA 43111424 - 5410 \$18,037.00 0001
GROUP INC,

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO'S Increases			
Buckeye Ranch	Residential Treatment	22511607-5342	\$ 30,000.00
Noah' Ark Tippett Ct	Day Care	22411610-5348	\$ 5,000.00
Nikou Learning Center	Day Care	22411610-5348	\$ 15,000.00
T & J Junior Academy	Day Care	22411610-5348	\$ 20,000.00

Vote on Motion NO VOTE TAKEN

RESOLUTION NO. 09-749

IN THE MATTER OF APPROVING (AS AMENDED WITH RESOLUTION NO. 09-750) PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0619:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve (As Amended with Resolution No. 09-750) The Then And Now Certificates, payment of warrants in batch numbers CMAPR0619 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0905085	SHREMSHOCK ARCHITECTTS	ARCHITECT HAYES REMODEL	40111402 - 5410	\$90,950.00	0001

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO'S Increases			
Buckeye Ranch	Residential Treatment	22511607-5342	\$ 30,000.00
Noah' Ark Tippett Ct	Day Care	22411610-5348	\$ 5,000.00
Nikou Learning Center	Day Care	22411610-5348	\$ 15,000.00
T & J Junior Academy	Day Care	22411610-5348	\$ 20,000.00

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Abstain

RESOLUTION NO. 09-750

IN THE MATTER OF AMENDING THE PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0619 PRESENTED FOR CONSIDERATION IN RESOLUTION NO. 09-749:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to amend The Purchase Orders, Then And Now Certificates, And Payment Of Warrants In Batch Numbers CMAPR0619 Presented For Consideration In Resolution No.09-749.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Abstain

RESOLUTION NO. 09 -751

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

The Engineer's Office is requesting that Nate Meyer attend a Work Zone Traffic Control Safety Course October 25-28, 2009 in Danbury, Connecticut at the cost of \$1,271.00. Fund Number 29214005.

The EMS Department is requesting that Mary Reams attend a Epidemic of Prescription Drug Overdose Training in Columbus, Ohio July 29, 2009, at no cost.

The Child Support Enforcement Agency is requesting that Adeana Gray attend a TPOC Information Session (Technical Training) in Columbus, Ohio July 10, 2009, at no cost.

The Environmental Services Department is requesting that Jack Smelker attend a 2009 Technology Road Show for Professional Development Hours (PDH) in Columbus, Ohio June 25, 2009, at no cost.

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The Environmental Services Department is requesting that James Carey attend OTCO Wastewater Class 3 and 4 workshops in Columbus, Ohio August 12-13, 2009, at the cost of \$295.00 (funds 301 and 304).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-752

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care providers:

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

**Leads Head Start
607 Sunbury Rd.
Delaware, Oh 43015**

	Full Time	Part Time	Hourly
Pre-school	\$ 159.44	\$ 102.58	\$ 5.84

**Paige's Playhouse
141 South State St.
Westerville, Oh 43081**

	Full Time	Part Time	Hourly
Infants	\$ 213.90	\$ 157.15	\$ 8.76
Toddlers	\$ 187.40	\$ 132.80	\$ 8.15
Preschoolers	\$ 159.44	\$ 102.58	\$ 5.84

(A copy of each of these contracts is available in the commissioners' office until no longer of administrative value).

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-753

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT SERVICE PROVIDERS AS LISTED:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, Delaware County contracts with Child Care Placement providers in accordance with state and federal regulations, and

Whereas, the Director of Jobs & Family Services recommends approval of the following contracts;

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Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contracts for Child Care Placement providers:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Kids Count Too 1616 E. Wooster Street Unit 3 Bowling Green, Ohio 43402	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Christian Children's Home 2685 Armstrong Road P.O. Box 765 Wooster, Ohio 44691	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of each of these contracts is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-754

IN THE MATTER OF DECLARING COUNTY PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND APPROVING A TRADE IN FOR A NEW VEHICLE FOR THE EMS DIVISION:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

The Delaware County EMS Division has a 1999 Ford E-450 ambulance in it's fleet that is no longer equipped to meet our current needs. As we take delivery of our new 2009 vehicle from Horton Ambulance, they have agreed to give us \$6,500.0 for the trade in of the 1999 Ford ambulance towards the new vehicle. Therefore, Delaware County EMS is requesting approval to dispose of the 1999 Ford E-450 ambulance by trading it in on the new vehicle.

WHEREAS, Delaware County has property not needed for public use, or are obsolete or unfit for the use for which it was acquired:

Office / Dept.	Desc.	VIN #	Lic.
Delaware County EMS	1999 Ford E-450 Ambulance	1FDXE40F1XHC08696	OH7511

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio approve the property not needed for public use, or that is obsolete or unfit for use for which it was acquired and approve the trade-in for the new ambulance.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Abstain

RESOLUTION NO. 09-755

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDED OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY THE PARK ENTERPRISE CONSTRUCTION COMPANY FOR CDBG FORMULA 2008 OSTRANDER STREET IMPROVEMENTS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Whereas, the Director of the Economic Development Department recommends approval of the following:

Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following:

Resolution

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WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount of \$64,500 has been provided to Delaware County through the FY'08 CDBG Formula Program, and Delaware County Revolving Loan Fund (RLF) has been approved in the amount up to \$5,000 by the Delaware County Board of Commissioners, and

WHEREAS, the project went out to bid and ADR, the engineering firm for Ostrander, reviewed the bids received, and the bid submitted by Park Enterprise Construction Company., in the amount of \$192,301.96 has been determined to be the lowest and best bid, and

WHEREAS, The Village of Ostrander submitted a letter saying they would be responsible for the cost over the CDBG grant of \$64,500 and RLF grant in the amount up to \$5,000.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners awards the bid to Park Enterprise Construction Company to perform the Street Improvements as approved in the FY'08 CDBG Formula Grant.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$64,500 from CDBG Formula 2008 grant, and Delaware RLF in the amount up to \$5,000.

Section 3. That this resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this 22nd day of June 2009, by and between, Park Enterprise Construction Company, Inc. hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for Street Improvements.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as followed.

The proposed work includes all storm sewer improvements, full depth reclamation, cement stabilization, asphalt paving, and other incidental items of work for the Village of Ostrander, Henry Street Improvements, Contract No. 001 per the afore mentioned Contract Documents, Plans and Specifications.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum of up to One-Hundred Ninety-Two Thousand, Three-Hundred and One and 96/100 (Dollars) \$ 192,301.96 subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio: a partnership consisting of N/A: and individual trading as N/A.

2. Supply principal items of Contract such as electrical, concrete, signs, caution tape and other items needed.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications

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- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.4 If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.
- 4.5 Contractor certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The contractor shall indemnify and hold harmless the county, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-756

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SHREMSHOCK ARCHITECTS, INC. FOR THE DELAWARE COUNTY JAIL SECOND FLOOR DORM BUILD-OUT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

Whereas, the Facilities Supervisor recommends approval of the contract with Shremshock Architects, Inc. for the Delaware County Jail Second Floor Dorm Build-Out;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract with Shremshock Architects, Inc. for the Delaware County Jail Second Floor Dorm Build-Out:

(A copy of the contract is available in the Commissioners' Office until no longer of administrative value).

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-757

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

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Supplemental Appropriations

10011201-4721	Law Library/Other Reimbursement	\$ 143,619.31
10011201-5319	Law Library/Reimbursements	\$ 124,176.30
60111901-4721	Property & Casualty/Other Reimbursement	\$ 420,773.95
60111901-5370	Property & Casualty/Claims	\$ 420,773.95

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-758**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF'S OFFICE:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
10031301-5001	Sheriff/LE - Salaries	\$ 393,110.00
10031301-5120	Sheriff/LE - PERS	\$ 66,828.70
10031301-5131	Sheriff/LE - Medicare	\$ 5,700.10
10031301-5102	Sheriff/LE - WC	\$ (621.98)
10031303-5001	Sheriff/Jail - Salaries	\$ 88,648.15
10031303-5120	Sheriff/Jail - PERS	\$ 15,070.19
10031303-5131	Sheriff/Jail - Medicare	\$ 1,285.40
10031303-5102	Sheriff/Jail - WC	\$ (3,149.16)
1003130-5001	Sheriff/Conveyance Fees - Salaries	\$ 99,647.23
10031304-5101	Sheriff/Conveyance Fees - H I	\$ 15,168.00
10031304-5120	Sheriff/Conveyance Fees - PERS	\$ 16,940.03
10031304-5131	Sheriff/Conveyance Fees - Medicare	\$ 1,444.88
10031304-5102	Sheriff/Conveyance Fees - WC	\$ (756.26)
10031307-5001	Sheriff/Pay to Stay - Salaries	\$ 904.64
10031307-5120	Sheriff/Pay to Stay - PERS	\$ 153.79
10031307-5131	Sheriff/Pay to Stay - Medicare	\$ 13.12
10031307-5102	Sheriff/Pay to Stay - WC	\$ 41.41
10031317-5001	Sheriff/Contract Deputies - Salaries	\$ 6,152.84
10031317-5120	Sheriff/Contract Deputies - PERS	\$ 1,084.75
10031317-5131	Sheriff/Contract Deputies - Medicare	\$ 89.22
10031317-5102	Sheriff/Contract Deputies - WC	\$ (206.58)
10031322-5001	Sheriff/SRO's - Salaries	\$ (11,922.04)
10031322-5120	Sheriff/SRO's - PERS	\$ (2,101.86)
10031322-5131	Sheriff/SRO's - Medicare	\$ (172.87)
10031322-5102	Sheriff/SRO's - WC	\$ (3,923.72)
10031303-4240	Sheriff/Jail - Board & Care	\$ 15,000.00
10031303-5001	Sheriff/Jail - Salaries	\$ 12,664.00
10031303-5120	Sheriff/Jail - PERS	\$ 2,152.88
10031303-5131	Sheriff/Jail - Medicare	\$ 183.63
10031301-4502	Sheriff/LE - Federal Reimbursement -CSEA	\$ 60,000.00
10031301-5001	Sheriff/LE - Salaries	\$ 28,131.00
10031301-5120	Sheriff/LE - PERS	\$ 4,782.27
10031301-5131	Sheriff/LE - Medicare	\$ 407.90
10031322-4520	Sheriff/SRO's - State Reimbursement	\$ 21,995.32
10031322-5201	Sheriff/SRO's - Supplies	\$ 21,995.32
10031301-5004	Sheriff/LE - Overtime-HVEA Grant	\$ 611.00
10031304-5001	Sheriff/Conveyance Fees - Salaries BSSA	\$ 33,208.00
10031304-5120	Sheriff/Conveyance Fees - PERS	\$ 5,645.36
10031304-5131	Sheriff/Conveyance Fees - Medicare	\$ 481.52

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Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

**(THE FOLLOWING RESOLUTION WAS RESCINDED WITH
RESOLUTION NO. 09-761 ON JUNE 25, 2009)**

RESOLUTION NO. 09-759

RESOLUTION APPROVING AGREEMENT TO PLAN AN ECONOMICALLY FEASIBLE AND OTHERWISE ADVANTAGEOUS IMPLEMENTATION OF A PROCESS FOR COLLECTION AND TREATMENT OF SEPTAGE:

Motion: by Mr. Hanks, seconded by Mr. Thompson to approve and execute Resolution No. 09-759 Approving Agreement to Plan an Economically Feasible and Otherwise Advantageous Implementation of a Process for Collection and Treatment of Septage.

WHEREAS, the Commissioners have identified potential health, safety and welfare risks to the residents of the County arising from waste products, excrementitious or other discharge from the bodies of human beings and animals which might pollute the waters of Delaware County and are interested in identifying a solution to such risks; and

WHEREAS, unique, proprietary information including know how, technical information, patented process and other intellectual property not otherwise available from any other source has been made available to Delaware County by ST eGe — Delaware, LLC, an Ohio limited liability company; and

WHEREAS, it is in the best interest of the health, safety and welfare of the residents of the County to determine if the process can be implemented in an economically feasible and otherwise advantageous manner; and

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of Delaware County, that:

Section 1. The Board of Commissioners execute an Agreement with ST eGe -- Delaware, LLC to plan the implementation of a process that meets the foregoing criteria in Delaware County, Ohio which Agreement is hereby adopted.

Section 2. The Board hereby approves and authorizes the actions necessary and appropriate to perform the Agreement.

Section 3. This Resolution shall be in full force and effect from and immediately upon its adoption.

BE IT FURTHER RESOLVED, that this Resolution shall become part of the permanent record of the Board of Commissioners of Delaware County, Ohio.

AGREEMENT

The Delaware County Board of Commissioners (hereinafter "County" or "Owner") and ST eGe — Delaware, LLC, an Ohio limited liability company [either currently existing or to be formed] (hereinafter "ST" or "Consultant"), hereby enter into this Agreement for the purposes set forth below.

Whereas, the County has identified potential health, safety and welfare risks to the residents of the County arising from waste products, excrementitious or other discharge from the bodies of human beings or animals which pollute the waters of the County (hereinafter referred to as "Septage"); and

Whereas, the County is interested in identifying a solution to the potential risks from Septage and other wastes by the implementation of a system for the sanitary treatment, stabilization and holding of Septage without using the County's existing waste water treatment facilities, discharge of Septage onto the surface of land within the County or other direct or indirect discharge of Septage onto surface or subsoil water; and

Whereas, ST has unique knowledge and expertise about and owns and/or controls certain unique, proprietary information and intellectual property including but not limited to a patented process not otherwise available from other sources, related to the planning, design, construction and operation of facilities used for collecting Septage and other wastes to a point of disposal and treatment ("Proprietary Process"); and

Whereas, the County desires to determine whether the Proprietary Process can be used to develop an economically viable permanent improvement or group of permanent improvements as a Disposal System for the disposal and treatment of Septage in the County ("eGe Facility").

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NOW THEREFORE, the County and ST enter into this Agreement for the purpose of determining whether the County has or may acquire a site for the implementation of the Proprietary Process in an eGe Facility within the County in a manner that is economically feasible and otherwise advantageous for the residents of the County.

1. Services of ST

ST shall provide consulting services to the County including all information necessary for the County to analyze the cost and benefits of implementing the Proprietary Process in an eGe facility at a particular location within the County. The consulting shall emphasize the environmental conditions for the capture and elimination of fecal coliforms and pathogenic bacteria as well as conditions within which the hydrolytic/methanogenic bacteria from Septage transforms into biogas in an eGe facility that enhances the economic and environmental performance of the County. In addition, ST will provide the County with criteria and data for evaluating alternative eGe Facility sites, financing methods, anaerobic digestion design, organic loading rates, operation methods, and output optimization. The foregoing is sometimes referenced hereinafter as "Scope." County understands that ST is not an engineering firm, law firm, architectural firm or otherwise licensed to conduct professional services that may be required, necessary and appropriate for the completion of ST's requirements hereunder. ST may contract with licensed professionals or other persons to provide advice, consultation and services in certain areas such as engineering, legal services, and financial expertise to complete its obligations under this Agreement ("Contractors").

2. Compensation

County shall pay to ST the sum of Three Million One Hundred Thirty Thousand Dollars (\$3,130,000.00) ("Payment") as soon as reasonably practical after the execution of this Agreement. County understands that ST's obligations hereunder do not begin until ST has received the Payment.

3. Application of Payment

If County enters into a subsequent agreement or agreements with ST for the design, construction and implementation of the Proprietary Process in an eGe facility in Delaware County, Ohio, then the Payment may be applied to the cost of the subsequent agreement(s) to the full extent that any aspects of the Scope overlap between this and any subsequent Agreement.

4. Term

ST shall complete the Scope of this Agreement on or before the 180th day after ST receives the Payment at which time this Agreement shall terminate. At the termination of this Agreement, ST shall provide County with a thorough and complete analysis and plan of action for the implementation of the Proprietary Process in an eGe Facility in Delaware County, Ohio which analysis shall include data and recommendations consistent with the Scope of this Agreement ("Analysis"). Upon receipt of the Analysis, the County shall have thirty days to notify ST whether the County desires to proceed with the Design and Construction of the eGe Facility. If County desires to proceed with the Design and Construction of the eGe Facility, then ST and County will exercise the utmost good faith to negotiate an acceptable Design and/or Construction Agreement and take such other actions as are reasonably necessary to implement the Proprietary Process in an eGe Facility. Otherwise, ST's obligations hereunder terminate upon the expiration of thirty days after ST provides County with the Analysis. The Analysis shall be and always remain property belonging to ST except to the extent the laws of the State of Ohio specifically require that some or all of the components of the Analysis become property of County. Such delivery of property to County in the form of the Analysis, if any, shall not affect the ownership or control of ST's proprietary information and intellectual property which shall never be conveyed to County.

5. Confidentiality

County recognizes that the Analysis will include certain information that is proprietary to ST. As a result, all information shall remain the property of ST and will not be delivered in written form to the County except as required by the laws of the State of Ohio. County agrees to take such reasonable measures as the circumstances dictate to maintain the confidentiality of ST's proprietary information. Nothing in this section nor the term "confidential and proprietary information" is intended to include and should not be interpreted to include any information, which is a "public record" as defined by law. Items or information, regardless of type, which are a public

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record under law, may be released as a public record in accordance with applicable law without liability on behalf of either party.

6. Termination for Cause/Convenience

a. Termination for Convenience

Either Party may terminate this Contract at any time and for any reason by giving at least ninety (90) days advance notice, in writing, to the other Party. ST shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice *as* the effective date for such termination.

b. Breach or Default

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, ST shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

c. Effect of Waiver of any Occurrence of Breach or Default

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the County shall be authorized in writing and signed by a quorum of the County.

7. Governing Law

This Contract shall be governed *by* and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

S. Successors, Assigns, And Beneficiaries

a. County and ST are hereby bound and the partners, successors, executors, administrators and legal representatives of County and ST (and to the extent permitted by Paragraph 8b the assigns of County and ST) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

b. ST may not assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement

c. Unless expressly provided otherwise in this Agreement:

a. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by County or ST to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

b. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of County and ST and not for the benefit of any other party.

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- c. County agrees that the substance of the provisions of this Paragraph 8c shall appear in the Contract Documents.

9. Insurance

a. General Liability Coverage:

Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

b. Automobile Liability Coverage:

Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

c. Workers' Compensation Coverage:

Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

d. Additional Insureds:

The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required herein. Consultant shall require all of its subcontractors to provide like endorsements.

e. Proof of Insurance:

Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

10. Indemnification And Mutual Waiver

a. Indemnification by Consultant

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of Consultants, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or Sub-Consultants.

b. Mutual Waiver

To the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

11. Miscellaneous Provisions

a. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate

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party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

- b. Survival.
All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- c. Severability.
Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- d. Accrual of Claims.
To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

12. Campaign Finance — Compliance With O.R.C. § 3517.13

- a. Ohio Revised Code Section 3517.13 1(3) and 3(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(1)(1) and (J)(1) are in compliance with the aforementioned provisions. The Consultant /Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

13. Homeland Security

- a. Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/non-assistance described in RC. § 2909.33(A) and understands that this Contract is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

14. Findings for Recovery

- a. Consultant hereby certifies that it is not subject to any unresolved findings for recovery issued against it by the Auditor of State.

15. Equal Opportunity

- a. ST agrees (a) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates; and; (b) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age,

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disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

16. Total Agreement

a. This Agreement (consisting of pages 1 to 8 inclusive, together with any exhibits) constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings.

17. Designated Representatives

a. With the execution of this Agreement, Consultant and Owner shall designate specific individuals to act as Consultant's and Owner's representatives with respect to the services to be performed or furnished by Consultant and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

Entered into by and between the parties hereto on this day of June 22, 2009.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Nay

COMMISSIONERS' COMMITTEES REPORTS-NO REPORTS TODAY

RESOLUTION NO. 09-760

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn the meeting.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

Todd Hanks

Ken O'Brien

Tommy Thompson