

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

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

Present:
Gary Merrell, President
Dennis Stapleton, Vice President
Ken O'Brien, Commissioner

1:30 PM Viewing Of The Proposed Vacation In The Vicinity Of 5038 Augusta Drive, Westerville

RESOLUTION NO. 14-569

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 15, 2014:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 15, 2014; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

Chief Schuiling, Delaware County EMS
Presentations:
-Proclamation Declaring May 18 – 24 "EMS Week" in Delaware County
-Acceptance of 16,000th Horton Emergency Vehicle to Delaware County EMS
-Acceptance of "Delaware County EMS" pictorial history book

RESOLUTION NO. 14-570

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING THE THIRD WEEK OF MAY 2014 AS NATIONAL EMERGENCY MEDICAL SERVICES WEEK IN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS; Emergency Medical Services is a vital public service; and

WHEREAS; the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS; access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS; the emergency medical services system consist of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators, and others; and

WHEREAS; the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

THEREFORE be it resolved by the Board of County Commissioners, Delaware County, State of Ohio, that this resolution be passed, recognizing the value and accomplishments of emergency medical services providers, and declaring the Third Week of May 2014 as:

EMERGENCY MEDICAL SERVICES WEEK

And encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

RESOLUTION NO. 14-571

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES,
AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0516:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0516 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Beem's BP	Fuel	10011106-5228	\$40,000.00

PR Number	Vendor Name	Line Description	Line Account	Amount
ENVIRONMENTAL SERVICES				
R1403839	YSI INC	NEW METERS USED IN AERATION TANKS FOR PROCESS	66611904 - 5450	\$45,983.00
EMS DEPARTMENT				
R1403856	BERLIN TOWNSHIP TRUSTEES	2014 LEASE AGREEMENT	10011303 - 5335	\$15,000.00
Vote on Motion	Mr. O'Brien	Aye	Mr. Merrell	Aye
			Mr. Stapleton	Aye

RESOLUTION NO. 14-572

IN THE MATTER OF APPROVING THE CONTRACT AMENDMENT WITH COTT SYSTEMS,
INC. FOR A COMPREHENSIVE RECORDING SOFTWARE SOLUTION FOR THE DELAWARE
COUNTY RECORDER'S OFFICE:

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

Whereas, the Delaware County Recorder recommends approving the contract amendment with Cott Systems Inc. for a comprehensive recording software solution for The Delaware County Recorder's Office;

Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract amendment with Cott Systems Inc. for a comprehensive recording software solution for The Delaware County Recorder's Office.

AMENDMENT #1
TO CONTRACT TO PROVIDE A COMPREHENSIVE RECORDING SOFTWARE
SOLUTION FOR THE DELAWARE COUNTY RECORDER'S OFFICE

This writing is Amendment #1 to the Contract executed on April 18, 2011, by and between the Board of Commissioners, Delaware County, Ohio, the Delaware County Recorder, and Cott Systems, Inc.

By this Amendment #1, and pursuant to the original Contract and Request for Bids, the Contract Term is hereby extended for a one-year period until June 3, 2015, subject to the same terms and conditions provided in the original Contract.

Vote on Motion	Mr. Merrell	Aye	Mr. O'Brien	Aye	Mr. Stapleton	Aye
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RESOLUTION NO. 14-573

IN THE MATTER OF AWARDING AND ADOPTING THE CONTRACT FOR GPS ELECTRONIC
MONITORING SERVICES AND EQUIPMENT FOR DELAWARE COUNTY ADULT COURT
SERVICES:

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

WHEREAS, Delaware County Adult Court Services ("ACS") is in need of purchasing Global Positioning System (GPS) Electronic Monitoring Services and Equipment ("GPS Equipment and Services"); and,

WHEREAS, ACS recently advertised and distributed a Request for Bids ("RFB") to competitively bid for the purchase of such GPS Equipment and Services pursuant to Sections 307.86 to 307.92 of the Ohio Revised Code; and,

WHEREAS, ACS received several bids in response to the RFB by the date of the submission deadline; and,

WHEREAS, pursuant to the terms of the RFB, the Selection Committee for ACS has selected a bid for GPS

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

Equipment and Services ranking the lowest and best for recommendation to the Board.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD:

SECTION 1. RECOMMENDATION BY SELECTION COMMITTEE

1. The ACS Selection Committee has determined that the bid submitted by 3M Electronic Monitoring ranks as the lowest and best of all bids submitted under the RFB; and,
2. The ACS Selection Committee hereby recommends for selection by the Board the bid submitted by 3M Electronic Monitoring.

SECTION 2. SELECTION AND AWARD BY THE COUNTY

1. The Board has reviewed the bid submitted by 3M Electronic Monitoring based upon the recommendation of the ACS Selection Committee; and,
2. The Board has determined that the bid submitted by 3M Electronic Monitoring constitutes the lowest and best bid submitted under the RFB; and,
3. The Board hereby selects 3M Electronic Monitoring to provide GPS Equipment and Services to ACS and awards the contract under the RFB to 3M Electronic Monitoring.

SECTION 3. ADOPTION OF CONTRACT

1. The Board hereby adopts and enters into the contract under the RFB for GPS Equipment and Services to 3M Electronic Monitoring; and
2. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

**CONTRACT FOR GLOBAL POSITIONING SYSTEM (GPS) ELECTRONIC
MONITORING SERVICES AND EQUIPMENT**

This Contract (hereinafter "Contract") is executed this 19th day of _May 2014, by and between the Delaware County Board of County Commissioners, Delaware County, Ohio, (hereinafter "County"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Adult Court Services (hereinafter "ACS"), whose principal place of business is located at 22 North Sandusky Street, Delaware, Ohio 43015, and 3M Electronic Monitoring, Inc., X corporation, partnership or individual] (hereinafter referred to as the "Contractor"), whose principal place of business is located at 1838 Gunn Highway, Odessa FL. 33556 (hereinafter singly "Party" and collectively "Parties.")

WHEREFORE: the County approved Resolution No. 14-573 on the 19th day of May 2014 (hereinafter "Resolution"); and,

WHEREFORE: the Resolution approved the execution of this Contract by the County.

NOW THEREFORE, for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree as set forth below:

PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide for the rental or lease of Global Positioning System (GPS) Electronic Monitoring Services and Equipment for ACS for the term of this Contract at a fixed contracted amount in accordance with all the terms, conditions, and provisions of the following (hereinafter collectively "Contract Documents"):

1. Legal Notice,
2. Delaware County Board of County Commissioners, Delaware County, Ohio Invitation to Bid and Contract Documents for Global Positioning System (GPS) Electronic Monitoring Services and Equipment (hereinafter "RFB"),
3. All documents and forms completed by the Contractor in accordance with the RFB and/or in submitting a proposal/bid,
4. Contractor's proposal,
5. Contractor's proposal/bid.

TERM:

The term of this Contract shall be three (3) years, inclusive of April 1, 2014 through April 1, 2017.

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

RENEWAL:

Upon written agreement of the Parties, this Contract may be renewed for successive one (1) year periods subject to the same terms and conditions provided herein and upon any such terms and conditions as may be specifically agreed upon, added, supplemented, and/or amended in writing by the Parties.

SCOPE OF SERVICES:

The Contractor shall provide Global Positioning System (GPS) Electronic Monitoring Services and Equipment as follows:

A.GPS SYSTEM OVERVIEW

Contractor shall provide Global Positioning System equipment and provide the necessary support services or programs for the Global Positioning System.

B.GPS SYSTEMS INFORMATION SCOPE

The following specifications set forth the technical and performance requirements for the Global Positioning System program for ACS. The system offered shall be compatible, capable, and of superior technical quality as per the following technical specification and requirement. The monitoring equipment shall provide passive and active GPS monitoring of offenders.

C.GPS Tracking Unit

The unit must be FCC certified, lightweight, and, as determined by ACS, pose no safety hazard to the offender or others. Bidders must provide the FCC ID number, weight of unit, and warranty information.

The tracking unit must function reliably under normal environmental and atmospheric conditions. Bidders must provide test data supporting the unit's reliability.

The tracking unit must attach to the offender as a bracelet.

The unit must transmit data, including offender's monitoring status and GPS tracking points, via wireless networks to a central host system operated by the Vendor.

The GPS tracking unit must have the ability to roam on other networks other than those of the primary wireless provider. This ability must be built-in to the unit and must not require "swapping out" of components or SIM cards.

The GPS tracking unit must independently verify and record parameter compliance/violations without further communications with the central host system. This includes both equipment violations and zone violations. The proposal must describe how the proposed system would accomplish this.

The tracking unit must include an internal clock and must date/time stamp all recorded events.

When the GPS tracking unit recognizes that a violation has occurred, the unit must log the violation on-board and initiate a data transfer with the central host system, regardless of the next preset call-in" time.

The central host system/Vendor must immediately notify the ACS and/or other identified persons (e.g. victims, officers, law enforcement) of the violation.

The unit must automatically identify and send key event and general information to the central host system pertaining to the activities of the offender, the unit, and the transmitter as follows:

- 1)Unauthorized absence from inclusion zones (i.e. residence or place of employment, etc.)
- 2)Equipment malfunctions (all installed components).
- 3)Tampering with or removal of equipment (all installed components)
- 4)Power degradation (low battery)
- 5)Location verification failure (includes loss of GPS signals)
- 6)Missed calls from the tracking unit.
- 7)Exclusion zone violations (The offender traveled to an unauthorized location)
- 8)The location and movement of the offender.

Violation notification must be initiated by GPS tracking units rather than by the Vendor's central host system, thereby ensuring near real-time notification of violations to ACS.

The system must have the ability for ACS personnel on-demand to be informed of the location of the unit. ACS personnel must be able to utilize this feature by placing a "location request" through the web-based GPS tracking software. This feature must provide up-to-date, on-demand tracking, mapping, and location data.

The GPS tracking unit must have the capability to notify the offender of instances of noncompliance.

The unit must have the ability to continue to record and store monitoring data in the event of a communications disruption with the central host system. All submitted bids should indicate data storage time lengths.

The unit must have the ability to store all monitoring data in the event of an extended power failure. Once communication and power is restored, the unit must transmit all data to central host system. Indicate time limits and provisions for back-up.

The unit must be equipped with tamper detection and a notification system that records a violation if/when the

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

unit's case is opened and notifies the central host system of such violations.

The unit must be equipped with tamper detection and a notification system that records a violation if/when the unit's battery is removed and notifies the central host system of such violations.

The GPS tracking unit must incorporate a system that can detect motion in the absence of both GPS and cellular availability.

The GPS tracking unit must include an audible alarm that can be detected up to fifty (50) feet from its location. The audible alarm must not be able to be manually deactivated.

The unit must log whether or not the unit is in motion. Vendor must describe the motion detection system incorporated.

If the GPS tracking unit "docks" in a charging system, the GPS tracking unit must record the time/date of every insertion into the base and every removal from the base.

The tracking unit's ability to detect motion shall remain active while unit is docked.

The unit must have the ability to record and store GPS tracking points with corresponding time/date stamps multiple times per minute, regardless of violation status.

The unit must have a battery life exceeding eighteen (18) hours between charges. The unit must be water-resistant.

The unit must recognize the unauthorized severing of the strap. Transmitter straps must be adjustable to fit any size offender.

Once the unit detects a strap tamper violation, it must send a unique "tamper" signal to the central host system to alert ACS staff of violation.

The unit must have batteries that "plug" into standard power supplies while the offender is wearing it.

Charging system must be lightweight and accommodate 110 V power supplies.

The Vendor must provide a web-based software application that provides ACS personnel with access to the vendor's central host system.

The application must be accessible by the ACS through a standard web browser interface utilizing standard HTTP protocol through a high-speed internet connection.

The application must utilize security protocols that will prevent unauthorized access to the database and the offender information contained therein.

The application must not require installation on ACS computers. This application must be the single point for the ACS to setup and access information relative to GPS.

The application must allow ACS personnel to view information about the offender, including but not limited to personal information, current electronic monitoring data, historical electronic monitoring data, violation statuses, notification settings, and reports.

The application must allow ACS personnel to enroll/edit/remove offenders via the internet without calling the monitoring center.

The application must allow ACS personnel to create, edit, delete, and apply monitoring parameters (such as daily/weekly schedules) for individual offenders or groups of offenders.

ACS personnel must be able to use the application to determine which violations/events must trigger notifications and by what means the notifications must be sent to ACS personnel.

The application must allow notifications to be sent to ACS personnel via telephone, email, text message/page, and facsimile.

The application must also allow ACS personnel to enter information to initiate multiple alert notifications (e.g. victims, officers, law enforcement) for specified key events or non-compliance with monitoring parameters.

The application must allow ACS personnel access to multiple online reports regarding inventory, offender status, and violations.

The application must allow ACS personnel to filter report results by violation/event.

ACS personnel must be able to use the application to create, edit, and apply inclusion zones (areas in which the offender must be) and exclusion zones (areas in which offenders are not permitted to be).

ACS must be able to create schedules for offenders and apply zones to these schedules.

Application must have the ability to display statuses and histories of, at a minimum, the following violations:

a) Strap tamper

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

- b)Inclusion zone violation
- c)Exclusion zone violation
- d)GPS tracking unit in motion with no GPS
- e)GPS tracking unit case tamper
- f)Battery levels/charging history

The application must enable ACS to find up-to-date location and monitoring information for any offender. This "location request" function must display offender location within two minutes of request unless wireless coverage is unavailable.

The application must display the physical location of the offender on an interactive map containing recognizable state, county, municipality, and street names.

The application must have the capability to display every GPS point recorded by field units. As an example, if the tracking unit records six GPS points per minute, the application must display all six points on the tracking map rather than omitting some of the points.

The application must allow ACS personnel, when viewing GPS tracking maps, to easily zoom in and out by dragging the mouse to designate an area and clicking.

The application must allow ACS personnel, when viewing GPS tracking maps, to "rewind" and "fast forward" through the GPS tracking points.

The application must allow ACS personnel to easily view the actual speed of the offender at each recorded tracking point.

The application must allow ACS personnel, when viewing GPS tracking maps, to easily determine the approximate address of a tracking point.

D.Training

Vendor must provide in-person training sessions for staff members concerning the operation and installation of the monitoring equipment and systems specified under this contract. This training will take place in a location specified by ACS.

The training will include written instructions concerning use of the monitoring system and equipment.

The Vendor will provide additional in-person training as needed, when requested by the ACS. The ACS will limit such additional training sessions to those situations where the training is required to properly implement and operate the monitoring program.

The Vendor must provide written instructions/user's guides enabling ACS personnel to install and service all equipment provided.

E.Ongoing Support

Vendor support personnel must be available via toll-free telephone number to the ACS at all times and must not be subcontracted.

Vendor support personnel shall have the ability to complete offender enrollments, adjust monitoring parameters, complete offender removals and assist ACS staff with technical problems for all monitoring systems via telephone.

F.Maintenance and Support

The Vendor shall provide maintenance of the equipment for the length of the contract at no additional cost. The Vendor shall maintain the equipment and spares in good operating condition and arrange for repair or replacement of equipment within twenty- four to thirty-six (24-36) hours.

The Vendor shall provide for four (4) lost or damaged units at no charge to ACS per calendar year. All additional damaged or lost units will be repaired or replaced by Vendor on an itemized fee scale.

All lost, damaged, and stolen units and batteries will be billed to ACS at Vendor's actual cost.

G.Inventory

The Vendor shall provide the ACS with five (5) units to have on hand at all times. ACS will not be charged for the use of the five (5) at-hand units until used. ACS shall have five (5) business days to return surplus units, excluding weekends and holidays observed by Delaware County.

The Vendor shall provide additional equipment for the ACS's inventory as needed; additional inventory must arrive within twenty-four (24) hours of a request by the ACS.

H.Central Host System

The central host system, the repository of all monitoring data received from field units, must not be located at the department's facility and must be the responsibility of the Vendor.

The central host system shall be protected from a system failure and the loss of data by the presence of a real-time redundant data protection system. All host system components must be one-hundred percent (100%) redundant. Specifically, the system shall be in constant contact with a redundant system. Both systems shall be configured to

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

maintain the same data so that in the event of a system failure, the redundant system will continue all monitoring functions.

Vendor must describe steps taken and equipment used to provide redundancy and ensure data preservation.

The central host system must have the ability to continue monitoring operations indefinitely in the event of an AC power loss.

The central host system must send and receive information to and from the GPS tracking units utilizing cellular phone service/signal technology.

The Vendor must allow the ACS to test the equipment and system for a minimum of ninety-six (96) hours to determine the reliability of the tracking system and the compliance with all requirements set forth above. The Vendor must instruct a few employees of the ACS on the mechanics of installing the equipment and on how to access and operate the tracking system during the testing period.

COMPENSATION:

For and in consideration of the Contractor providing GPS Services for the term of the Contract to ACS as provided above, the County agrees to compensate the Contractor at the total fixed rental or lease amount of:

\$ 3.65/day for Active or Passive Supervision levels One Piece GPS Offender Tracking Device (WMTD). Please see optional pricing as Attachment C & E from bid response.
(Fill in amount in numbers.)

Three dollars and sixty-five cents per day for units on leg that are active (Fill in amount in words).

RETURN OF RENTED/LEASED EQUIPMENT/SOFTWARE

Upon the termination or expiration of this Contract, Contractor all equipment and/or software rented or Such equipment and/or software shall be in good expected.

the County/ACS shall return to the • leased pursuant to this Contract. I condition, normal wear and tear

DAMAGES IN THE EVENT OF BREACH:

In the event that the Contractor fails to fully meet and perform the obligations imposed and required as part of this Contract, the Contractor shall pay damages to the County as compensation for such failure. Such damages shall be as provided in the RFB.

INSURANCE AND INDEMNIFICATION:

The Contractor hereby agrees to indemnify and hold free and harmless the County, ACS, Delaware County, Ohio, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives as provided in the RFB. The Contractor also agrees to carry such insurance as required by the RFB.

INCORPORATION OF THE CONTRACT DOCUMENTS AND RESOLUTION:

The Contract Documents and Resolution in their entirety and all terms, provisions, and conditions contained therein are by this reference hereby expressly understood and accepted by the Parties and are in their entirety incorporated into and made a part of this Contract.

(Copy of exhibits available in the Commissioners' Office until no longer of administrative value.)

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-574

IN THE MATTER OF APPROVING A SATISFACTION OF MORTGAGE:

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

WHEREAS, on or about March 5, 2004, Vigar/Hamilton Properties, LLC, granted a second mortgage to Delaware County, Ohio, as security for a loan provided under the Community Development Block Grant Revolving Loan Fund; and

WHEREAS, the Delaware County Economic Development Director has determined that the balance on the loan has been paid in full; and

WHEREAS, the Delaware County Economic Development Director recommends approving a Satisfaction of Mortgage to release the lien of record;

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

Section 1. The Board hereby approves the following Satisfaction of Mortgage:

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Delaware County, Ohio, for valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby certify that a certain Mortgage from Vigar/Hamilton Properties, LLC, dated March 5, 2004, to the County of Delaware, filed of record in the Recorder’s Office, Delaware County, Ohio, in **OR Volume 0495, page 2660**, has been fully paid and satisfied, and the Recorder is hereby authorized to discharge same of record.

Property Address: 281 Enterprise Drive, Lewis Center, OH 43035
Tax Parcel Number: 31834203008000

Section 2. The Board hereby authorizes the President of the Board to execute the Satisfaction of Mortgage on the Board’s behalf and directs the Economic Development Director to cause the Satisfaction of Mortgage to be recorded.

Section 3. This Resolution shall take effect immediately upon adoption.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

JON MELVIN, MANAGER OF FACILITIES, AND SCIOTO ENERGY
ELECTRIC PROCUREMENT SERVICES FOR DELAWARE COUNTY

RESOLUTION NO. 14-575

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN GUTMAN ELECTRIC AND
THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE OHIO EDISON
ACCOUNTS:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the Manager of Facilities recommends the agreement with Gutman Electric and The Delaware County Board Of Commissioners for the Ohio Edison Accounts;

Therefore, be it resolved, that the Board of Commissioners approve the agreement with Gutman Electric for the Ohio Edison Accounts:

GUTTMAN ENERGY

(A copy of the PRICING CONFIRMATION – MATRIX is available in the Commissioners’ Office until no longer of administrative value)

Electricity Terms and Conditions - Ohio Small Commercial and Mercantile

The following Electricity Terms and Conditions - OSCM ("T&C"), together with an executed Pricing Confirmation constitute the Agreement ("Agreement") between Guttman Energy, Inc. ("Company"), a Pennsylvania corporation headquartered at 200 Speers Street, Belle Vernon, PA 15012, and the customer specified in the Pricing Confirmation ("Buyer"). Company and Buyer are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

1.**Overview:** These T&C apply to the sale of electricity ("Electricity") by Company to Buyer as more fully set forth in the Pricing Confirmation(s) attached hereto. In the event of a conflict between a Pricing Confirmation and these T&C, the Pricing Confirmation shall control, but only as to the transaction(s) set forth therein. Buyer is obligated to purchase and receive, and Company is obligated to sell and provide, the Electricity as specified in the Pricing Confirmation(s) for the Buyer's Service Locations identified on the Pricing Confirmation(s). Buyer acknowledges that: (a) Buyer is legally authorized to select or change Electricity services for the Buyer's Service Locations; (b) Buyer is entering into the Agreement for its own account based upon its own judgment; (c) Buyer is not a residential customer, (d) Buyer has read, understands and accepts the terms, conditions and risks of this Agreement. Title to, control, possession and risk of loss of the Electricity shall pass from Company to Buyer at the delivery point of the applicable Electric Distribution Utility ("Utility") as specified in the Pricing Confirmation(s).

Company is licensed by the Public Utilities Commission of Ohio ("Commission") to offer and supply electric generation services in Ohio under Certificate Number 13-741E (1).

DEFINITIONS

- Generation Charge: Charge for the Electricity supply.
- Transmission Charge: Charge for moving high voltage Electricity from a generation facility to the distribution lines of an electric distribution company
- Price: Buyer will pay a fixed price per kWh for electric generation service. The price will remain the same during number of months (noted as "Term") as stated on the Pricing Confirmation form.
- Small Commercial Customer: A commercial customer that is not a Mercantile Customer. Small Commercial Customers are afforded certain specific customer protections as described in these Terms and Conditions.
- Mercantile Customer: A commercial or industrial customer if the electricity consumed is for nonresidential use

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

and the customer consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states.

2.Right of Rescission, Term and Renewals: Small Commercial Customers, after receiving a written confirmation of enrollment with the Company from the Utility, have the right to rescind this Agreement without penalty within 7 calendar days from the postmark date of the confirmation notice by contacting the Utility by phone or in writing as provided in the Pricing Confirmation.

Company shall use commercially reasonable efforts to enroll Buyer on the first meter read date that falls on or after the Service Start Date as per the Pricing Confirmation. Buyer acknowledges that the start of service is dependent upon confirmation by the Utility of the completion of all required switching and enrollment processes. Company shall not be liable for any lost savings or lost opportunity of Buyer, including without limitation as a result of a delay in service commencement due to actions or inactions of any third party, including any utility.

Service shall continue for the Term as stated on the Pricing Confirmation through the meter read date in the last month ("Service End Date") unless sooner terminated as provided hereunder. At the end of the Term, if Buyer and Company have not entered into any written modification, amendment or renewal of the Agreement, and if Buyer has not elected to obtain service from another Competitive Retail Electric Service ("CRES"), the Agreement shall automatically continue on a month-to-month basis ("Auto-Renewal Term"), at a monthly rate as determined by Company. Small Commercial Customers will receive notice of proposed modifications, amendments, or renewals of the Agreement at least 45 days but no more than 90 days prior to the end of the Term. The Auto-Renewal Term will remain in effect until the parties enter into a new agreement, or the Auto-Renewal Term is terminated by Buyer or Company upon at least thirty (30) days written notice. During the Term and for any Auto-Renewal Term period, Buyer hereby appoints Company to act, for all purposes, as its sole CRES for each of Buyer's Service Locations, and, other than those duties set forth in this Agreement, this appointment does not impose any other duties on Company.

3.Billing and Payment: Company or Utility will invoice Buyer monthly for the actual quantity of Electricity used during the billing period, as reported by the Utility, as well as any other amounts owed by Buyer. In the event actual for the purpose of billing. Unless otherwise set forth in the Utility's invoice or tariff, payment-in-full is due twenty (20) days from the date of the invoice. If Buyer fails to remit payment due to Company in full in any month, interest will be assessed on any undisputed and delinquent balance at the lower of one and one half (1.5%) percent per month or the highest rate allowed by law. If Utility is invoicing Buyer, then Buyer is subject to the Utility's billing and payment terms, including any late fees, as specified by the Utility in its separate terms and conditions. In addition to and not in limitation of the provisions set forth in Section 8 below, the obligations to make payments due hereunder shall survive the termination or expiration of this Agreement.

4.Taxes: Buyer is responsible for any and all federal, state and local taxes, including any associated penalties and interest, whether such tax is a separate pass through line item on an invoice (including but not limited to gross receipts taxes, transactional taxes or other governmental or regulatory imposed taxes or surcharges to which Buyer may be subject) or included in the price of Electricity hereunder, as required by applicable law or regulation ("Taxes"). To the extent Buyer is claiming tax exempt entity status, Buyer must provide all documentation and certificates to evidence such status as requested by Company and Buyer will be liable for any Taxes assessed against Company because of Buyer's failure to timely provide or properly complete any such documentation. Buyer will reimburse Company for any Taxes that Company is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Company harmless from any liability against all Buyer's Taxes. In addition to and not in limitation of the provisions set forth in Section 8 below, the obligations with respect to Taxes accrued during the Initial Term or Auto-Renewal Term of this Agreement shall survive the termination or expiration of this Agreement.

5.Deposits: Unless otherwise set forth in a Pricing Confirmation, upon a termination of service, any deposits previously provided by Buyer shall be processed as a credit applied against any outstanding balance of Buyer, and only after all of Buyer's obligations to Company are paid in full shall any remaining deposit be returned (via check) to Buyer.

6.Event of Default: "Default" means, (i) the failure of a Party to make, when due, any payment that is required under this Agreement; any representation or warranty made by a Party that proves to be false or misleading in any material respect; (ii) the failure of a Party to perform its obligations under this Agreement, except to the extent such failure is excused by a Force Majeure event; (iii) Buyer's failure to cooperate with Company as reasonably required in order for Company to perform its obligations under this Agreement, (iv) Buyer's failure to provide credit assurance(s) to Company within seven (7) days of being requested to do so by Company; or (v) any early termination of this Agreement by Buyer. If Buyer is a Small Commercial Customer, Buyer may cancel this Agreement without penalty at any time during the Term if the Buyer moves outside of the Company's service area, or into an area where the Company charges a different price than set forth in the Pricing Confirmation.

7.Company Remedies: In the event of a Default by Buyer, Company may: (i) suspend performance; (ii) upon written notice, accelerate any or all amounts owing, between the Parties and terminate any or all Pricing, Confirmations and/or this Agreement; (iii) collect a settlement amount by calculating all amounts due to Company for the Close-out Value (defined below) for each Pricing, Confirmation being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing, between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("Net

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

Settlement Amount"). Any Net Settlement Amount due from the Buyer to Company will be paid within three (3) business days of written notice from Company. "Close-out Value" is the sum of (a) the amount due to Company regarding the actual or estimated quantities of Electricity remaining to be delivered as stated in the applicable Pricing Confirmation during the relevant period or, if applicable, the current Term, calculated by determining the difference between the purchase price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the Company for terminating the Pricing Confirmation, including costs of obtaining, maintaining, and/or liquidating commercially reasonable hedges, and/or transaction costs. "Market Price" means the price for similar quantities of Electricity at the load zone of the applicable Utility during the relevant period or Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will be determined by Company in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Pricing Confirmation(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third- parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Company may, but need not, physically liquidate a Pricing Confirmation or enter into a replacement Pricing Confirmation to determine Close-out Value or Net Settlement Amount. The Buyer is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

8.Termination: This Agreement may be terminated at any time after the date hereof by either Party if there has been an Event of Default that is not cured within fifteen (15) calendar days of the defaulting Party's receipt of written notice from the non-defaulting Party. In addition to other rights and remedies, in relation to a Default by Buyer, Company may withhold its provision of services and Pricing hereunder (such that Buyer's account is transferred to the Utility, as applicable). If a Small Commercial Customer is switched back to the Utility, Customer may or may not be served under the same rates, terms, and conditions that apply to other customers served by the Utility.

In the event of termination as provided in this Agreement, all further obligations of the Parties under this Agreement shall terminate without further liability of the Parties, except (i) for the payment by the owing Party of any sums due and owing to the other Party for services rendered prior to the date of termination and/or any amounts pursuant to Section 7 above, (ii) any confidentiality obligations of either Party which has arisen hereunder and (iii) any other obligation hereunder which, by its nature, survives the termination of this Agreement.

9.Dispute Procedures: Contact Company with any questions concerning this Agreement or any terms of service from Company. Buyer may call the Commission (PUCO) if Buyer is not satisfied after discussing with Company. Contact information can be found on the Pricing Confirmation.

If Customer is a Small Commercial Customer, and if Customer's complaint is not resolved after Customer has called Customer's electric supplier and/or Customer's electric Utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800- 686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing, or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

10.Environmental Disclosure Label: In accordance with O.A.C. 4901:1-21-12, attached to this Agreement is an environmental disclosure label that specifies the approximate generation resource mix and environmental characteristics of the power supply offered under this Agreement.

11.Customer Information Release Authorization: By entering into this Agreement for Electricity supply with Company, Buyer understands and agrees to its terms. Buyer authorizes Company to obtain from Buyer's Utility certain information that Company needs to provide service to Buyer including, but not limited to, address, telephone number, account numbers, billing and payment history, historical and future usage, meter readings and demand. Company will not give or sell Buyer's personal information to any unaffiliated party without Buyer's consent unless Company is required to do so by law or it is necessary to enforce this Agreement, or in connection with a merger or sale of Company. Company is prohibited from disclosing Small Commercial Customer's social security number and/or account number without Customer's written consent, except for use with Company's own collection and credit reporting, or for participation in programs funded by the Universal Service Fund pursuant to Ohio Revised Code 4928.52, or for use in assigning the Customer contract to another provider. Company may also disclose Small Commercial Customer account number for the purpose of Government Aggregation pursuant to section 4928.20 of the Revised Code.

Company reserves the sole right to determine if Buyer's credit standing is satisfactory before accepting Buyer's enrollment request.

If Customer is a Small Commercial Customer, Customer has the right to request up to 24 months of payment history, without charge, from Company up to two times during a twelve month period.

12.Force Majeure: Company will make commercially reasonable efforts to provide Buyer's commodity service, but does not guarantee a continuous supply. Certain causes and events are out of Company's reasonable control and may result in interruptions in service. Company is not responsible for transmitting or distributing commodity. In the event of a power outage, Buyer should contact its Utility. Buyer agrees that Company is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

authority (including the Commission or applicable regional transmission organization), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the Utility or any other cause beyond Company's reasonable control. In addition, Buyer may be required to pay any additional or increased fees or charges that are generally beyond Company's reasonable control including, but not limited to, fees for switching, disconnecting, reconnecting or maintaining service or equipment, transmission or transmission-related charges, or other regulatory charges that are imposed by law, rule, regulation or tariff, or Commission or FERC rule or order. These charges or fees will be passed through to Buyer and added to Buyer's price.

13.Limitation of Liability:

EXCEPT WITH RESPECT TO REMEDIES OTHERWISE SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT, LIABILITY IS LIMITED TO ACTUAL DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN. EACH PARTY AGREES THAT IT HAS A DUTY TO MITIGATE DAMAGES AND COVENANTS THAT IT WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY DAMAGES IT MAY INCUR AS A RESULT OF THE OTHER PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. TO THE EXTENT POSSIBLE UNDER LAW, ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE SHALL APPLY TO ELECTRICITY SOLD HEREUNDER.

THE ELECTRICITY SUPPLIED UNDER THIS AGREEMENT MAY BE SUPPLIED FROM A VARIETY OF SOURCES AND NO REPRESENTATIONS OR WARRANTIES ARE MADE BY COMPANY WITH RESPECT TO SUCH ELECTRICITY OR OTHERWISE HEREUNDER. COMPANY'S WARRANTIES ARE LIMITED TO THOSE EXPRESSLY SET FORTH BELOW AND COMPANY EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS IS AN AGREEMENT BETWEEN MERCHANTS. BUYER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST COMPANY. THERE ARE NO THIRD- PARTY BENEFICIARIES TO THIS AGREEMENT.

14.Venue: Buyer and Company agree that all civil actions or proceedings (including any action/proceeding in small claims court) arising in connection with this Agreement or related in any way to the provision or cessation of service(s) provided hereunder shall be tried and litigated exclusively in the State and Federal courts in Ohio. Neither this Section, nor this Agreement, shall eliminate Buyer's and Company's right to file a complaint with the Commission.

15.Material Adverse Change: If any laws, orders, decrees, regulations, rules, ISO design or structure, tariffs, PJM Reliability Pricing Model Base Residual Auction rates, Network Integrated Transmission Service, or any other administrative, legislative or judicial decisions are passed, modified, implemented or interpreted by judicial or regulatory order, administrative proceeding or legislative enactment ("Change In Law"), which creates additional costs not included in the applicable pricing set forth in the Pricing Confirmation or increases in the cost components of the pricing ("Incremental Charges"), then Company may pass through such Incremental Charges to be paid by Buyer in addition to the applicable pricing set forth in the Pricing Confirmation and in accordance with the payment terms in this Agreement. If a Change in Law relating to this Agreement occurs that renders Company's performance unenforceable or illegal, as determined by Company in a commercially reasonable manner, Company shall have the right to terminate each affected Pricing Confirmation upon thirty (30) days' notice, if and to the extent practicable, without the consent of the Buyer.

If Buyer has a change in operation that results in a 100% or greater change in monthly Electricity usage and/or capacity or transmission obligations, Company reserves the right to pass-through any increases in cost that results from such change.

16.Assignment: Buyer may not assign this Agreement without Company's prior written consent. Company may, without Customer's consent: (a) transfer or sell this Agreement or Buyer's account in connection with any financing; (b) transfer this Agreement to any of its affiliates; (c) transfer or assign this Agreement to anyone succeeding to all or substantially all of Company's assets or business; and (d) transfer this Agreement to another CRES licensed by the Commission. If Company assigns this Agreement to another CRES, Company will provide Buyer written notice prior to Buyer's next bill, including (i) a statement that following the assignment Buyer's service will continue under the same rates, terms and conditions established under this Agreement and (ii) the CRES's name, telephone number and address. After assignment, Company will have no further obligations under this Agreement. This Agreement is binding upon Buyer and Company, and will further bind each of Buyer's successors and permitted assigns.

17.Waiver: No waiver by either Party of any default or defaults by the other Party under this Agreement shall operate as a waiver of a future default or defaults, whether of a like or different character of nature. No delay or failure by Company in enforcing any part of this Agreement shall be deemed a waiver of any of its rights or remedies.

18.Severability: The various provisions of this Agreement are severable. The invalidity, illegality or

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

unenforceability of any portion or provision shall not affect the validity, legality or enforceability of any other portion or provision of this Agreement.

19. Notices and Correspondence: Any notice or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered to the appropriate address of Buyer or Company as specified in the Pricing Confirmation. Notice sent by facsimile or other electronic means shall be deemed to have been received by the close of business on the day on which it was transmitted or such earlier time as it is confirmed received by the other Party. Notice delivered by courier shall be deemed to have been received on the business day after it was sent or such earlier time as it is confirmed received by the receiving Party. Notice delivered by mail shall be deemed to have been received at the end of the third business day after the date of mailing by prepaid first class mail, except that when there is a strike affecting delivery of mail, all notices shall be delivered by courier or by facsimile or other electronic means.

20. Entire Agreement: This Agreement, including any Pricing Confirmation(s) referenced herein, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, covenants or understanding other than those expressly set forth herein. This Agreement may only be amended by a written instrument executed by the Parties and any modifications must be agreed to in writing by Company and Buyer. The Parties agree that the relationship between the Parties shall be that of independent contractors.

21. Applicable Law: As to all matters of construction and interpretation, this Agreement shall be construed, interpreted and governed under and by the internal substantive laws of the State of Ohio without regard to its choice of law provisions. This Agreement may be executed in one or more than one counterpart, including by facsimile, and each executed counterpart shall be considered an original, all of which together shall constitute one and the same Agreement.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-576

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN MP2 ENERGY NE LLC. AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR AEP ACCOUNTS:

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

Whereas, the Manager of Facilities recommends the agreement with MP2 ENERGY NE LLC for AEP Accounts;

Therefore, be it resolved, that the Board of Commissioners approve the agreement with MP2 ENERGY NE LLC for AEP Accounts:

MASTER RETAIL ENERGY SALES AGREEMENT

This Master Retail Energy Sales Agreement (this "MSA") is entered into effective as of April 29, 2014 (the "Effective Date") by and between MP2 ENERGY NE LLC ("MP2"), a Texas limited liability company, and COUNTY OF DELAWARE ("Customer"). MP2 and Customer are also referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms are as defined in Section 1.20 or elsewhere in this MSA.

1.1 Form and Construction of Agreement. MP2 shall sell and Customer shall purchase and receive Energy pursuant to the terms and conditions of this MSA and any applicable transaction confirmation ("TC") entered into by the Parties during the term of this MSA. Any conflict between the terms and conditions of this MSA and a TC shall be resolved in favor of the TC. The MSA, together with any and all TCs, shall form a single, integrated agreement among the Parties (the "Agreement") which shall be in writing and signed by both Parties in order to be valid. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings among the Parties with respect to the subject matter hereof. This Agreement may only be modified by a written agreement signed by both Parties.

1.2 Term. This MSA commences on the Effective Date and continues month to month thereafter, unless terminated in writing by MP2 or Customer, however, this MSA shall continue to apply until i) all TCs are completed or terminated; ii) final invoices are issued; and iii) all amounts owed by Customer are paid in full. The term of a TC shall begin for each of Customer's Facility Account Numbers ("FANS") on the respective Utility Transfer Date occurring on or after the Start Date and will continue for the Term as specified on the TC. Upon the end of the term of a TC, unless Customer and MP2 have executed a new TC, Customer shall continue to purchase and receive the Energy delivered to Customer's FANS at the Hold-over Rate, until either Party terminates this Agreement and Customer either a) switches to a new energy supplier, or b) MP2 removes Customer and its FANS from MP2's service in accordance with the applicable Electric Distribution Company's ("EDC") tariff, rules and procedures. All obligations regarding payment of Taxes, limitations of liability and waivers, shall survive termination indefinitely, and confidentiality obligations survive termination for two (2) years.

1.3 Delivery Point(s), Title, Risk of Loss. The Delivery Point is defined as FANS that are served pursuant to a TC. Title, liability and risk of loss associated with the Energy purchased and sold hereunder shall pass from MP2 to Customer at the Delivery Point(s).

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

1.4 Credit If a Customer's payment history, credit or financial condition becomes unsatisfactory as determined by MP2 in a commercially reasonable manner, MP2 may request that Customer post Performance Assurance. In no event will the amount of the Performance Assurance be more than three (3) times Customer's estimated largest monthly invoice amount.

1.5 Billing and Payment. Customer may elect to receive a single monthly invoice, a Utility Consolidated Bill ("UCB"), where Customer's EDC will invoice Customer monthly for a) the Energy supplied by MP2 under this Agreement, b) the EDC Delivery Charges, and c) any applicable taxes. If Customer elects UCB, then payment will be made directly to the EDC by the date specified on the UCB invoice. If Customer elects to instead receive both a monthly invoice from MP2 for Energy and a separate monthly invoice from the EDC for Delivery charges and taxes, known as a Dual Bill Option ("DBO"), then following each meter read date, MP2 will deliver to Customer an invoice setting forth the charges due for Energy. In the event that MP2 does not receive usage data from the EDC, MP2 may reasonably estimate Customer's use and such estimate shall be adjusted when the actual consumption is received from the EDC. The invoice will be sent via email or mail to the address provided in Section 1.21 of this Agreement. The day the invoice is sent is hereafter referred to as the "Sent Date." Payment shall be made by ACH, wire transfer, credit card, or check within fifteen (15) days of the Sent Date (the "Payment Term"). Overdue bills will be assessed a Late Payment Charge and will thereafter accrue interest at the rate of 1% (one percent) per month until the amount is paid. If any amount of an invoice is disputed in good faith, the amount in dispute may be withheld until the dispute is resolved. If the amount disputed is determined to be correct, or if a different amount is determined to be correct, it shall be paid (plus interest accrued under the above calculation method) within five (5) days of such determination. If Customer claims exemption from Taxes, Customer will provide a certificate of exemption. MP2 is responsible for Taxes arising prior to the Delivery Point and Customer is responsible for Taxes arising at and after the Delivery Point.

1.6 Force Majeure. If a Party is unable because of Force Majeure to perform its obligations and that Party gives Notice of the event to the other Party as soon as practicable after its occurrence, then the obligations of the Party affected by the event (other than payment for Energy received and performance of other transactions or other obligations incurred before the Force Majeure event) will be suspended for the duration of the Force Majeure event.

1.7 Events of Default. An "Event of Default" by a Party (the "Defaulting Party") means any one of the following: (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement and such failure is not remedied within five (5) Business Days after written notice is given to the Defaulting Party; (b) any assignment or general arrangement for the benefit of creditors made by either Party; or the Bankruptcy or Insolvency of either Party; (c) any unauthorized assignment of a Party's rights or obligations hereunder; (d) failure to provide Performance Assurance pursuant to Section 1.4 of this MSA and such failure is not remedied within five (5) Business Days after written notice of such failure is given to the Defaulting Party; or (e) Customer consolidates or merges into or transfers all or substantially all of its assets to another entity and the resulting transferee or surviving entity fails to assume the obligations of such party under this MSA or any applicable TC. If an Event of Default listed in subsection (b) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event.

1.8 Remedies Upon an Event of Default or Early Termination. If an Event of Default occurs, the Non-Defaulting Party shall have the right to: (a) designate a day, no earlier than the day such notice is effective, as an early termination date (the "Early Termination Date"); (b) liquidate and terminate any and all related transactions hereunder; (c) withhold any payments due to the Defaulting Party; and/or (d) immediately suspend performance under this Agreement. In the event the Non-Defaulting Party elects to terminate this Agreement, it shall calculate, in a commercially reasonable manner and in accordance with this Agreement, an Early Termination Payment for this Agreement effective as of the Early Termination Date. The Early Termination Payment shall be due to the Non-Defaulting Party within (5) days of written notice being delivered by the Non-Defaulting Party. The notice shall include the supporting calculation of the Early Termination Payment. The provisions of this Section shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

1.9 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

1.10 Representations and Warranties. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party as of the Effective Date of the Agreement as follows: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement; (b) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (c) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (d) it is not Bankrupt or Insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or

**COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014**

to its knowledge threatened against it; (e) any claims of Exemption from Taxes are consistent with the laws and regulations of the applicable taxing authorities, and (f) it fully understands its rights and obligations under this Agreement.

1.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement except that: a) a Party may disclose the terms of this Agreement to any of its employees and confidential advisors (e.g., attorneys, accountants), who have a need to know the information in order to allow the Party to perform its obligations under this Agreement; and b) MP2 may disclose the terms of this Agreement to Pacific Summit Energy, LLC ("PSE"), MP2's Energy credit supplier.

1.12 Material Regulatory Changes. In the event that there is a change in law, administrative regulation, or change in market design, or material change to Customer's Capacity Charge and/or Transmission Charge (collectively a "Material Regulatory Change" or "MRC") imposed by a Utility Regulatory Body or any Governmental Authority, and as a result of the MRC, MP2 incurs material incremental cost in order to maintain the same level, location and/or quantity of services contemplated in this Agreement, then MP2 shall pass through the cost of such MRC, without markup, to Customer.

1.13 Material Consumption Variance. If during the Term, Customer's actual consumption increases or decreases from the Contract Quantity shown on a TC by twenty-five percent (25%) or more (a "Material Consumption Variance" or "MCV"), then MP2 may charge Customer for the purchase of, or liquidation of, Energy and related services including transmission and capacity, bought or sold as a result of the MCV.

1.14 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State set forth on the TC, without reference to principles of conflict of laws.

1.15 Waiver Of Jury Trial. EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

1.16 Severability and Counterparts. In the event any provision of this Agreement is found to be invalid or unenforceable, such provision shall be invalid and unenforceable only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable any other provision. This Agreement may be executed in multiple counterparts to be construed as one as of the Effective Date.

1.17 Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and may be performed by, the successors and assigns of the Parties, except that, no assignment by either Party shall operate to release the assignor from any of its obligations under this Agreement, unless: (a) the other Party consents in writing to such assignment and releases, the assignor from any of its obligations hereunder (such assignment not to be unreasonably withheld or delayed); or (b) such transfer is incident to a merger or consolidation with, or transfer of all, or substantially all, of the assets of the transferor to another person or entity that shall have the financial capability to assume, and who does assume all of the obligations of the assignor under this Agreement. Customer acknowledges that under some circumstances MP2 may be required to assign MP2's future interests, rights, and obligations in the Agreement to PSE, and Customer hereby consents to any such assignment.

1.18 Forward Contract. The Parties acknowledge and agree that the transaction contemplated under this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

1.19 Attorneys' Fees. In the event of mediation, arbitration, and/or litigation arising under or in connection with this Agreement, the non-prevailing Party shall reimburse the prevailing party for all reasonable attorneys' fees and costs therefrom. In addition, in the event Customer files for Bankruptcy (voluntarily or involuntarily), MP2 shall be entitled to recover reasonable attorneys' fees and costs incurred in protecting its rights as a creditor within the bankruptcy proceeding.

1.20 Definitions. The following definitions shall apply hereunder whether stated in the singular or plural.

"Bankrupt" or "Bankruptcy" means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under a Bankrupt, Insolvent, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes Bankrupt or Insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

"Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

"Capacity Charge" means the product of the total kW demand value for the FANs as determined by the EDC, and the applicable capacity rate with respect to PJM's Locational Reliability charge.

"Contract Price" means that "Contract Price" set forth on a TC.

"Contract Quantity" means that "Contract Quantity" set forth on a TC.

"Early Termination Payment" means:

1) in the case that MP2 is the Defaulting Party the net sum of the positive dollar amount obtained by multiplying (i) Underlying Value minus the Contract Price by (ii) the remaining amount of Contract Quantity that would have been delivered under this Agreement had it not been terminated early less amounts owed for Energy delivered, but not paid plus fees and expenses, including reasonable attorneys' fees incurred by Customer in connection with collecting all amounts due under this Agreement.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

2) in the case that Customer is the Defaulting Party the sum of the positive dollar amount obtained by multiplying (i) Contract Price minus the Underlying Value by (ii) the remaining amount of Contract Quantity that would have been delivered under this Agreement had it not been terminated early; plus amounts owed for Energy delivered but not paid plus fees and expenses, including reasonable attorneys' fees incurred by MP2 in connection with collecting all amounts due under this Agreement; or

“EDC” means the entity that has control of the transmission and / or distribution system and associated metering that is connected to a FAN.

“Energy” means electric energy and related products and services, and includes transmission and capacity in certain markets.

“Force Majeure” means an event (a) not within the reasonable control of the Party (or in the case of third party obligations or facilities, the third party), (b) not caused by the negligence of the Claiming Party, and (c) which, the claiming Party exercising due diligence, is unable to overcome or for which a Claiming Party is unable to obtain commercially reasonable substitute performance. Force Majeure includes: (a) an event of Force Majeure affecting the local EDC or ISO, (b) a suspension, curtailment, or service interruption by the local EDC or ISO), and (c) acts of terrorism, civil insurrection or war. “Claiming Party” means the Party claiming suspension due to Force Majeure.

“Governmental Authority” means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise jurisdiction over the Parties or any transaction contemplated herein.

“Hold-over Rate” means that “Hold-over Rate” as set forth on a TC.

“Insolvent” or “Insolvency” means with respect to any Party, when such Party shall be unable to pay liabilities as they mature or such entity shall admit in writing its inability to pay its debts generally as they become due.

“ISO” means the applicable Independent System Operator as identified on each TC.

“Late Payment Charge” means an amount equal to four percent (4%) of the amount that is overdue.

“Performance Assurance” means collateral in the form of any of cash, letter(s) of credit, corporate guarantees, or other security reasonably acceptable to the Party in favor of whom Performance Assurance is posted.

“Regulatory Charges” means those costs as listed on a TC which are levied by an EDC and taxing authorities and shall be invoiced to Customer on an actual cost basis without any markup.

“Taxes” means any and all sales, use, gross receipts, ad valorem, franchise, excise, or any other taxes or similar charges imposed by any Governmental Authority on, or with respect to the Energy or other products sold hereunder, but excluding income taxes imposed on the respective Parties.

“Transmission Charge” means the product of the total kW demand value for the FANs as determined by the EDC, and the applicable transmission rate with respect to PJM's Network Integration Transmission Service charge (NITS).

“Underlying Value” means the price a third-party who is active in the Energy market would transact (sell or purchase as applicable) for Energy and related services

“Utility Regulatory Body” means an ISO, EDC, State Utility Commission, FERC, CFTC and other similar regulatory bodies.

“Utility Transfer Date” means the time and date that the applicable EDC has completed the process necessary to permit MP2 to commence or discontinue providing the services hereunder.

1.21 Notices. Notices required or permitted to be given under this Agreement shall be in writing. If Customer gives MP2 a Notice of a breach or termination of this MSA or a TC because of a breach of this Agreement by MP2, Customer shall simultaneously give PSE a copy of such notice by sending it to 24 Waterway Ave., Suite 725, The Woodlands, Texas 77380. Unless directed otherwise by PSE, Customer is directed to make all payments due to MP2 under this Agreement to:
Bank: Wells Fargo Bank N.A., San Francisco
Account Number: 2325990253
ABA Routing#: (Wire) 121000248 / (ACH) 111900659

The addresses of the Parties are as follows:

	Customer Notices	
	Contract Issues	Invoicing
Attention:	John Melvin	John Melvin
E-mail:		
Address:	10 Court St.	10 Court St.
City, State, Zip:	Delaware, OH 43015	Delaware, OH 43015
Telephone:		

	MP2 Notices	
	Primary	With a copy to Counsel
Attention:	Chief Operating Officer	Amanda L. Mussalli
E-mail:	contracts@mp2energy.com	amanda@mussallilaw.com
Address:	21 Waterway Ave, Suite 500	2441 High Timbers Drive, Suite 220
City, State, Zip:	The Woodlands, TX 77830	The Woodlands, TX 77380
Telephone:	832-510-1040	281-651-5577

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-577

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR
TARTAN FIELDS WASTEWATER REUSE FACILITY FILTER REPLACEMENT:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following sanitary sewer construction plans for Tartan Fields Wastewater Reuse Facility Filter Replacement for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Tartan Fields Wastewater Reuse Facility Filter Replacement for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Tartan Fields Wastewater Reuse Facility Filter Replacement for submittal to the Ohio EPA for their approval.

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-578

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GOODWILL STORE-
NORTHGATE WAY:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the construction of new sanitary sewers at the Goodwill Store- Northgate Way have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider’s agreement; and

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Goodwill Store- Northgate Way	445’ feet of 8- inch sewer	\$50,321.90
	3- manholes	\$6,582.00

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by the Delaware County Sewer District.

Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 14-579

IN THE MATTER OF APPROVING A CONTRACT WITH OHIO EDISON COMPANY FOR
ELECTRIC SERVICE AT LOWER SCIOTO WATER RECLAMATION FACILITY:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Agreement with Ohio Edison Company for Electric Service at Lower Scioto Water Reclamation Facility.

OHIO EDISON COMPANY
CONTRACT FOR ELECTRIC SERVICE

THIS CONTRACT, made this 9th day of May 2014 by and between Delaware Co. Sanitation , its successors and assigns hereinafter called the Customer, and Ohio Edison Company, SOUTHERN Region, hereinafter called the Company.

WITNESSETH: That in consideration of the mutual promises herein it is contracted as follows:

1. The Company contracts to furnish to the Customer at one mutually agreeable point on the Customer's premises at 6579 Moore Rd, Delaware OH, 43015, Ohio, alternating current, sixty cycle, Three Phase (3) phase electrical energy at approximately 12,470 volts, up to approximately 1,500 kVA of capacity. Additional capacity will not be furnished except with the further written consent of the Company and only if such additional capacity and facilities are available.
2. The Customer contracts to use and to pay for the energy in accordance with the Company's Standard Rules and Regulations and Rate Sheet No.GP of P.U.C.O. No.11 attached hereto and made a part hereof, and such future amendments thereto as may be prescribed by any legislative authority having jurisdiction or as may be filed with The Public Utilities Commission of Ohio. The contract load shall be 60 kW and shall constitute a minimum load for billing purposes.

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

3. The point of delivery of electric energy under this Contract shall be the point of attachment of FirstEnergy's primary voltage conductors to the Customer's supporting pole. From the date on which service is first supplied hereunder, the Customer assumes sole responsibility for any and all equipment and electric service on the Customer's side from the point of delivery. Upon completion of any construction, maintenance, or repair work of or to electric facilities owned or to be owned by the Customer performed by Ohio Edison Company on the Customer's premises at the request of or under an agreement with the Customer and the acceptance of said work by the Customer as evidenced by the payment for said work or the use or continued use of the facilities, the Customer shall assume sole responsibility for said facilities and their operation; the Customer is responsible for the selection of the location of any such facilities.

In case the Customer, after the date on which service is first supplied hereunder, does any construction or repair work or engages in other activity of any kind on the Customer's premises in such proximity to the point of delivery or the facilities of the Company so as to create the likelihood of injury or damage, the Customer agrees to give the Company timely written advance notice of such work or construction so that the Company may take proper precautions, or if it deems the same desirable or necessary, may move its lines or other equipment to a different location at the Customer's expense.

4. Service hereunder is for the sole use of the Customer and shall not be shared or resold, nor shall it be used in any way as auxiliary or standby service to any other source of energy.

5. The terms, provisions, covenants, and conditions of this contract shall extend to, inure to and bind the heirs, administrators, successors, and assigns of the respective parties hereto.

6. This contract shall not be transferred or otherwise assigned by the Customer without the Company's written consent.

7. There are no understandings or agreements, in relation to electric service at the above location, outside of this contract and the same shall be in full force and effect when signed and approved by an authorized agent of the parties hereto.

8. This contract shall be in full force and effect for a period of Two year(s) beginning on the above date on which service is first furnished or 9th day of April, 2014 and shall continue in force thereafter for successive periods of one year each until either party shall give the other not less than sixty days written notice of its intention to terminate this contract at the expiration of and of said yearly periods.

9. The Company's Standard Rules and Regulations, Sheet No. 4, Pages 1 - 34 of P.U.C.O. No. 11 as they now exist or are hereafter amended, supplemented, or superseded, are made part of this Contract. Special reference is made to Rule No. IV.B, relating to continuity of service. The Company's existing and planned facilities are and will be adequate to provide the service contemplated.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Merrell Aye

RESOLUTION NO. 14-580

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Supplemental Appropriation		
66211903-5801	June 2016 interest SRF OECC/MISC CASH TRANSFER	\$50,600.00
66211904-5801	June 2016 interest SRF ACWRF/MISC CASH TRANSFER	\$64,400.00
	Payment due 12/1/14 (all interest) BOND SERVICE	
66311901-5720	FUND/INTEREST PAYMENTS-BONDS	\$296,231.25

Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 14-581

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE BUILDING INSPECTOR (RESIDENTIAL AND COMMERCIAL) FOR THE CODE COMPLIANCE DEPARTMENT:

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

Whereas, the Assistant County Administrator/ Director of Administrative Services and the Director of Environmental Services recommend approving the job description for the Building Inspector (Residential and Commercial) for The Code Compliance Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Building Inspector

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

(Residential and Commercial) for The Code Compliance Department.

Job Title:	Building Inspector (Residential and Commercial)	Department:	Code Compliance
Position Type:		Address:	
Typical Work Schedule:		Pay Range:	County Compensation System
Contact Information:	740-833-2120	FLSA:	Hourly, non-exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		
Objectives			
Individual is responsible for the consistent enforcement and administration of the codes, standards and County regulations pertinent to construction. Individual reports to Lead Building Inspector.			
Job Standards			
High School diploma or GED and three (3) years of related work experience. Individual is required to have the State Certification as a Building Inspector and Residential Building Inspector. Must possess a valid Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
ESSENTIAL JOB FUNCTIONS:			
<ul style="list-style-type: none">• Inspects residential and commercial buildings for code compliance;• Addresses questions relating to compliance with codes of County, both over the phone and at the office;• Data entry of inspection results, when necessary;• Researches code related questions and provides guidance/assistance regarding applicable codes;• Plans out daily inspections;• Supports Code Compliance programs and other programs by working with local agencies, attending meetings, conferences, workshops, training sessions, and performing a variety of public relations duties;• Works overtime as assigned by the manager;• Devises correspondence, completing forms and developing reports associated with the Code Compliance operation;• Handles client complaints and public inquiries regarding programs; and-• Other duties as assigned.			
NON-ESSENTIAL JOB FUNCTIONS:			
Performs related Essential/Non-Essential functions required.			
I. JOB REQUIREMENTS:			
Equipment: Ability to operate a variety of equipment such as computer, copier, typewriter, telephone, calculator, FAX machine, small hand tools, probe, tape measure, and other equipment necessary to perform duties. Ability to use a motor vehicle is required.			
Critical Skills/Expertise:			
<ul style="list-style-type: none">• Thorough knowledge of building codes;• Ability to read and understand blueprints;• Knowledge of general construction terminology and general materials and methods.• Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment, and analytical skills;• Extensive knowledge of and ability to apply program policies and procedures to assist staff in the performance of their responsibilities;• Ability to communicate effectively, both orally and in writing;• General knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;			
Critical Skills/Expertise, continued:			
<ul style="list-style-type: none">• Ability to work effectively with clients who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within reasonable range of constructive behaviors;• Ability to work independently, under pressure, and to set and achieve goals;• Ability to organize and maintain large volumes of information and paperwork; and• Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.• Thorough knowledge and adherence to follow safety policies, procedures and practices;• Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.			
II. DIFFICULTY OF WORK:			
Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules,			

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

<p>regulations, and procedures. Individuals are required to provide technical assistance to staff personnel on programs, policies, the interrelationship of programs, the computer system and the application of procedures under extremely complex and difficult situations. The incumbent is required to be continually aware of changes in statute or mandatory procedures, which must be learned and passed on to, staff. Procedures must be developed for implementing changes at the local level.</p> <p>III. RESPONSIBILITY: Supervisor provides general guidance allowing the individual the ability to plan the procedures and methods to attain objectives. Individual makes choices or decisions without supervisory input on most daily activities, such as scheduling appointments, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the county. Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information and non-compliant or unsafe structures which would tarnish the offices credibility and mislead property owners and/or the public.</p> <p>IV. PERSONAL WORK RELATIONSHIPS: Contact is with co-workers, employees from public and private sector organizations and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinating services, job development/referrals and handle questions about Department, programs and client concerns.</p> <p>V. PHYSICAL EFFORT AND WORK ENVIRONMENT:</p> <p>Physical Requirements: Incumbent performs moderate to heavy work, which may require the lifting of over fifty (50) pounds. Incumbent must also be able to lift own body weight out of crawl spaces and up into attics, etc.</p> <p>Physical Activity: Incumbent performs the following physical activities: Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, walking, lifting, manual dexterity, grasping, talking, , standing, pushing, pulling, feeling and repetitive motions.</p> <p>Visual Activity: The minimum visual activity of the job is seeing close to the eyes and also requires visual activity for mobile equipment operating.</p> <p>Job Location: Incumbent works both inside and outside with exposure to temperatures below 32 degrees and above 100 degrees for periods of more than an hour. Incumbent is also exposed to noise and vibration as well as physical hazards. Incumbent may be exposed to atmospheric conditions such as fumes, dusts, odors, mist, gases, poor ventilation and oil.</p>
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Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

ADMINISTRATOR REPORTS

Tim Hansley
-Staff is working on changes relating to Engineering. Final draft should be available by Wednesday. Possible Thursday joint meeting with the City.
-It was decided that a special meeting be held on Wednesday afternoon at 2:00
-Would like permission from the Board in regard to retaining Chris Franzmann for Simon/Tanger Outlet mall discussions

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton
-No reports

Commissioner O'Brien
-Attended and participated in a COYC meeting. Things seems to have stabilized with them.

Commissioner Merrell
-Thanks to fellow Commissioners for attending the COYC meeting to have enough to vote
-Attended the ground breaking of the Merrick Hall renovations

10:59AM RECESS/1:30PM RECONVENE (IN THE FIELD)

1:30PM VIEWING FOR CONSIDERATION OF THE PROPOSED VACATION IN THE VICINITY OF 5038 AUGUSTA DRIVE, WESTERVILLE, OHIO

On Monday May 19, 2014, at 1:30PM, near 5038 Augusta Drive, Westerville, Ohio The Delaware County Commissioners viewed the area of the proposed vacation with Rob Riley, Deputy Engineer from the Delaware County Engineer's Office

Commissioners Present: Gary Merrell, President; Dennis Stapleton, Vice President and, Ken O'Brien Commissioner

On April 14, 2014, the Delaware County Board of Commissioners adopted Resolution No. 14-413, declaring the Board's opinion that it will be for the public convenience or welfare to vacate a portion of Augusta Drive in Genoa Township.

Description of Vacate a portion of Augusta Drive in Genoa Township: A 0.032 acre parcel of right of way

COMMISSIONERS JOURNAL NO. 61 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 19, 2014

encompassing a Temporary T-Turnaround on Augusta Drive (Township Road 869) situated on Lot 7677 of Highland Lakes North, Section 5, Part 3 in Genoa Township, Delaware County, Ohio

In the field at the Viewing, The Commissioners:

- Looked at the area to be vacated.
- A former Temporary T-Turnaround.
- In 1998 platted as a road right of way easement (the county no longer handles these situations in this way; it is now a temporary easement)
- Sewer lines are not in the area proposed to be vacated

The following is a PDF copy of the Commissioners' Office sign-in sheet of the people present at the viewing who chose to sign the sign-in sheet.

SIGN-IN SHEET FOR MAY 19, 2014

1:30 PM Viewing Of The Proposed Vacation In The Vicinity Of 5038
Augusta Drive, Westerville

NAME	ADDRESS
1 JACK BRIDGEMAN	110 NORTHWOODS BLVD E,
2 Jennifer Walraven	Clerk Board
3 Jim Morgan	Commissioner
4 Gary Merrell	" "
5 Ken O'Brien	" "
6 Dennis Stapleton	

There being no further business, the meeting adjourned.

Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners