

IN THE MATTER OF ACCEPTING THE QUOTE FROM ALLIED ENVIRONMENTAL SERVICES, INC. FOR ASBESTOS ABATEMENT REMOVAL FOR THE PROPERTY LOCATED AT 1001 FAIRVIEW DRIVE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of July, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS a quote has been submitted to furnish labor, equipment and material to accomplish the abatement of the following asbestos containing materials located at 1001 Fairview Drive. All abatement activities will be done in accordance with all applicable Health Department, EPA and OSHA regulations. Cost includes personal air monitoring and Transportation and Disposal of Waste;

Allied Environmental Services, Inc. \$5,000.00.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the asbestos abatement quote for the 1001 Fairview Drive residential property from Allied Environmental Services, Inc. at a cost of \$5,000.00 to remove approximately 10 linear feet of asbestos-containing pipe insulation and approximately 500 square feet of ground clean-up located in crawl space; and,

BE IT FURTHER RESOLVED that said Board does authorize BOCC Clerk, Esther Leffel, to proceed with the scheduling of the asbestos abatement removal per the quote in the amount of \$5,000.00.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
19th day of
July, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

John N. Bergman yes
John N. Bergman

cc: Allied Environmental Services, Inc.



ENVIRONMENTAL SERVICES, INC.

For every environmental challenge.

RECEIVED

JUL - 9 2018

Board of County Commissioners
Auglaize County, Ohio

July 7, 2018
Proposal No. 18419

Phase I & Phase II
Environmental
Site Assessment

Soil & Groundwater
Remediation

Industrial Cleaning &
Vacuum Truck Service

Hazardous Materials
Management & Transport

Emergency Spill
Response

Industrial Hygiene
Consulting

Indoor Air Quality &
Mold Assessment

Asbestos Survey
and Abatement

Lead-based Paint Survey
and Abatement

Underground Storage
Tank Closure &
Remediation

Ms. Ester Leffel
Auglaize County Commissioners
209 South Blackhoof Street #201
Wapakoneta, Ohio 45895

**RE: Removal of Asbestos-Containing Pipe Insulation
Ground Clean-up of Crawl Space-Asbestos Pipe Insulation Debris
Caretaker House-Auglaize County Fairgrounds
1001 Fairview Drive
Wapakoneta, Ohio 45895**

Dear Ms. Leffel,

Allied Environmental Services, Inc. (Allied) is pleased to submit this cost proposal for the removal of approximately 10 linear feet of asbestos-containing pipe insulation and approximately 500 square feet of ground clean-up located in crawl space at the Caretaker's House property located at the Auglaize County Fairgrounds, 1001 Fairview Drive in Wapakoneta, Ohio. This proposal is based on the following information:

- Site visit by Rod Hogle of Allied.

SCOPE OF WORK

To accomplish this project, the abatement team, consisting of one (1) Ohio Environmental Protection Agency-certified Asbestos Hazard Abatement Specialist and two (2) Ohio Environmental Protection Agency-certified Asbestos Hazard Abatement Workers will first demarcate the work zone utilizing proper barrier tape and signs to prevent unauthorized personnel from entering the area. The abatement team will then install critical barriers constructed of 6-mil polyethylene sheeting over all openings to the crawl space. The abatement team will construct a three (3) stage decontamination unit for entry to work area in order to decontaminate upon exit of the work area as well as install a negative air machine equipped with HEPA filters in order to establish the required -0.02 negative pressure for the enclosure. Removal of the asbestos-containing pipe insulation and asbestos-contaminated ground debris will be accomplished utilizing approved wet methods of abatement. All insulation will then be placed into two 6-mil disposal bags for transportation and disposal to an EPA-approved landfill.

The property owner is to provide customary services, such as water and electricity. This project **will** require a 10-day project notification to the Ohio Environmental Protection Agency or to the Ohio Department of Health.

COST

The following is Allied's estimated cost to implement the scope of work for this project.

Pipe Insulation Abatement/Ground Clean UP	\$5,000.00
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TOTAL ESTIMATED COST:	\$5,000.00
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PLANNING ASSUMPTIONS

1. Allied will have free and unrestricted access to the site, as allowable.
2. Work will be performed utilizing two 8-hour workdays, Monday through Friday. Work performed on Sundays or on holidays will be invoiced at premium labor rates.
3. Owner will be responsible for supplying any water and power requirements needed to complete this project.
4. Allied will be responsible for proper transportation and disposal of waste.
5. Personal air monitoring, as required by OSHA regulation, is included in this cost. Area environmental air sampling will be provided upon request at an additional charge.
6. Please note that, although these are to be considered accurate estimates, conditions may change in the field that may affect the final cost of the project. The Client will first approve any changes in the Scope of Work, that result in an alteration of the estimated cost over 10%, in the form of a field change order.

TERMS AND CONDITIONS

Work for this project will be performed according to Allied's Agreement for Services, which is attached with this proposal. Should you wish to engage our services, please sign both copies of the Agreement and return one copy to our office. Please retain the other copy for your records.

SCHEDULE

Allied is prepared to begin work on this project upon receipt of the signed Agreement for Services, or signed purchase or work order. Allied estimates that this project can be completed in two 8-hour shifts. Please contact our office as soon as possible when scheduling projects.

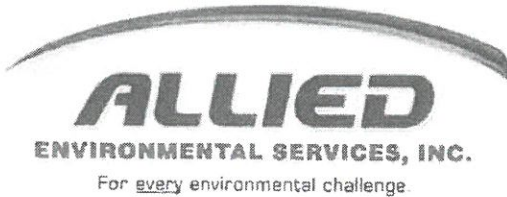
Allied Environmental Services, Inc. appreciates the opportunity to provide the Auglaize County Commissioners with our asbestos abatement services and we look forward to working with you on this project. If you have any questions in regards to this proposal or our scope of work, please contact me at our office at (419) 227-4004.

Respectfully submitted,

Allied Environmental Services, Inc.

A handwritten signature in dark ink, appearing to read "Rod Hogle", with a stylized flourish at the end.

Rod Hogle
Project Manager



AGREEMENT FOR SERVICES

This agreement is by and between the Auglaize County Commissioners Office, 209 South Blackhoof Street #201, Wapakoneta, Ohio, 45895, hereinafter referred to as CLIENT, and Allied Environmental Services Inc., 585 Liberty Commons Parkway, Lima, Ohio 45804, hereinafter referred to as ALLIED, who agree as follows:

Phase I & Phase II
Environmental
Site Assessment

Soil & Groundwater
Remediation

Industrial Cleaning &
Vacuum Truck Service

Hazardous Materials
Management & Transport

Emergency Spill
Response

Industrial Hygiene
Consulting

Indoor Air Quality &
Mold Assessment

Asbestos Survey
and Abatement

Lead-based Paint Survey
and Abatement

Underground Storage
Tank Closure &
Remediation

DECLARATIONS: CLIENT desires to engage ALLIED to provide services as described in ALLIED Proposal No. P-18419, a copy of which is attached hereto, and along with the **TERMS AND CONDITIONS**, which appear on the reverse side of, or in tandem with, this document, are made a part of this **AGREEMENT**.

ACCEPTANCE: Execution of this **AGREEMENT** or issuance of any other written authorization by CLIENT to ALLIED, such as a written Purchase Order, will constitute acceptance of this **AGREEMENT**.

EXECUTED THIS 13th DAY OF July, 2018

for CLIENT, by

for ALLIED, by

Douglas A. Spencer
Signature

Steven D. Carr
Signature

Douglas A. Spencer
Name

Steven D. Carr
Name

President
Title Auglaize County Board of
Commissioners

CEO
Title

Please sign one copy of this agreement and return one copy to our office. Retain a copy for your files.

TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Allied Environmental Services, Inc. unless specifically exempted in writing by an officer of Allied. To the extent the client proposes terms and conditions different from or in addition to those set forth below, Allied shall not be deemed to have agreed to any such terms and conditions unless it specifically does so in writing by an officer of Allied.

1. Allied represents to the client that services provided by Allied are performed in accordance with standard procedures as applicable and that reported test results are accurate within generally accepted commercial ranges of accuracy, unless another measure of accuracy has been agreed to in writing by Allied and the client.
2. Allied reports apply only to specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. Test borings and test samples only depict conditions at specific locations and times at which they were made and do not necessarily represent conditions at other locations. Allied is responsible for the test data, interpretation, and recommendations presented in the reports(s), but will not be responsible for any interpretations, conclusions, or recommendations made by others based upon their own deductions, inferences, or generalizations of test data or boring logs.
3. The only warranty made by Allied in connection with its services performed hereunder is that it will use the degree of care and skill as set forth in Paragraph One above. Allied disclaims any warranties of merchantability or fitness for a particular purpose. Allied shall have no liability for incidental or consequential damages of any nature whatsoever.
4. Allied's liability arising out of performance of services to client will be limited to no more than the contract amount Allied has agreed to charge the client for these services, except to the extent such liability arises out of the negligence or willful conduct of Allied, or its agents, employees, or contractors.
5. Test reports issued by Allied remain the confidential property of Allied. Test reports issued by Allied and related data and documents of Allied are for the exclusive use of the client. The client shall not advertise, publish, or otherwise communicate in any manner, the name, the seal or servicemark, reports, test results, documentation, or procedures of Allied, in whole or part, without prior written approval of an officer of Allied. In the event Allied seeks injunctive relief, the client will not contest that Allied will suffer immediate and irreparable harm if such relief is not granted.
6. Payment for the services rendered is the obligation of the client issuing the purchase order or accepting the proposal. This obligation is not contingent on any specific results from Allied's services and may not be assigned without the written permission of Allied.
7. Terms of Allied invoices shall be net 10 days on receipt of invoice. Allied shall have the right to charge interest on all amounts not paid by the due date at the rate of 2½% interest per month, compounded monthly, from the due date of payment.
8. The client must notify Allied in writing if any Allied services is to be used as supporting evidence in a potential legal proceeding. Prices quoted or charged by Allied do not include charges for any court appearance, expert witness testimony, depositions or affidavit, or preparation thereof. Such charges will be assessed by Allied at prevailing hourly rates, plus expenses. All such charges must be prepaid by the client prior to such appearance, testimony, deposition, or affidavit and, where required by law, advance court approval of charges must be obtained by the client at the client's expense.
9. In the event that Allied, as a result of an order or subpoena issued by a court, is called upon to produce or testify in respect to a report, Allied will advise the client of the fact and the time and place of the scheduled hearing, if reasonable advance notice is given to Allied. If the client has any objections to Allied complying with such order or subpoena, it will be the client's obligation to present such objections to the court at or prior to the time specified in such order or subpoena, and to give timely notice to Allied of the results.
10. Allied's liability for damage to or loss or destruction of the client's property while it is in the possession of Allied will be limited to no more than the amount Allied has agreed to charge the client for the services in connection with which Allied has possession of the property, except to the extent such damage, loss or destruction is caused by the negligence or willful conduct of Allied, or its agents, employees, or contractors.
11. Prices quoted by Allied are subject to change if not accepted by the client within ninety (90) days, or if the work involved is not commenced within sixty (60) days of such acceptance through no fault of Allied.
12. Any order or agreement for services by Allied may be terminated by the client before completion thereof with Allied's written consent, in which event the client shall pay to Allied an amount to be determined by Allied as being sufficient to reimburse Allied for all direct or indirect costs and expenses, including (but not limited to) supplies, material, labor and overhead, incurred with respect to the order or agreement through the date of termination.
13. All contracts between Allied and the client shall be deemed to be made and governed by the laws of the State of Ohio unless otherwise agreed to in writing by Allied and the client.

IN THE MATTER OF AMENDING THE COMPENSATION AGREEMENT FOR THE TAX INCENTIVE AGREEMENT WITH THE DANNON COMPANY, INC.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of July, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on July 27, 2017, Resolution #17-309 the Board of Auglaize County Commissioners entered into a tax incentive agreement with Dannon Company, Inc.; and,

WHEREAS, on July 5, 2018, Village of Minster presented a compensation agreement amendment to the Board; and,

WHEREAS, the Minster Schools have been notified and approved the starting date amendment from March 1, 2018 to the new date of March 1, 2019; and,

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board, Douglas A. Spencer, to execute the compensation agreement amendment to the tax incentive agreement with The Dannon Company, Inc.; and,

BE IT FURTHER RESOLVED that a copy of the agreement be made a part of this Resolution; and,

BE IT FURTHER RESOLVED that the Clerk of the Board be instructed to forward a certified copy of this Resolution and executed amendment to The Dannon Company, Inc.; Village of Minster; County Auditor; Superintendent of Minster School System; Ohio Development Services Agency and the State of Ohio Tax Commissioner.

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this
19th day of
July, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . Ys
Douglas A. Spencer

Don Regula . Ys
Don Regula

John N. Bergman . Ys
John N. Bergman

attachment
cc: as noted above

CERTIFICATION

I, as Clerk of the Board of County Commissioners, Auglaize County, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. _____ passed by the Board of County Commissioners of Auglaize County, Ohio, on July 19, 2018.

Esther Leffel, Clerk
Board of County Commissioners
Auglaize County, Ohio

Dated: _____

COMPENSATION AGREEMENT

AMENDMENT

The Compensation Agreement entered into on July 27, 2017 between the Village of Minster-Jackson Township Rural Enterprise Zone, the Village of Minster, the County of Auglaize, Ohio and the Dannon Company Inc. as part of an Enterprise Zone Agreement also dated July 27, 2017 shall be amended as follows:

(1) SECTION 2 of the compensation agreement shall now read:

The CORPORATION shall donate to the general fund of the Minster Local Schools, an amount equal to one million, seven hundred and thirty-three thousand, nine hundred and forty-seven dollars (\$1,733,947.00), payable as follows:

(A) Payment of amounts specified below shall be made by the CORPORATION to the Minster Local Schools on or before March 1st as follows:

March 1, 2019	\$173,394.70
March 1, 2020	\$173,394.70
March 1, 2021	\$173,394.70
March 1, 2022	\$173,394.70
March 1, 2023	\$173,394.70
March 1, 2024	\$173,394.70
March 1, 2025	\$173,394.70
March 1, 2026	\$173,394.70
March 1, 2027	\$173,394.70
March 1, 2028	\$173,394.70

If the CORPORATION fails to make payments due hereunder on time and in the proper amounts, then any such failure may be declared to be a material failure to abide by this Compensation Agreement and the ENTERPRISE ZONE AGREEMENT, and may result in revocation of this Compensation Agreement and the ENTERPRISE ZONE AGREEMENT upon written notice to the CORPORATION provided such deficiency is not corrected within forty-five (45) days after receipt of written notice addressed to the President of the CORPORATION with a copy to the Legal Department. Any termination of the ENTERPRISE ZONE AGREEMENT shall operate as a termination of this Compensation Agreement and any termination of this Compensation Agreement shall operate as a termination of the ENTERPRISE ZONE AGREEMENT. In the event of termination, then thereafter all tax exemptions under the ENTERPRISE ZONE AGREEMENT shall cease, and all real property taxes otherwise due under applicable law relating back to January 1 of the year in which the Termination date occurs, minus

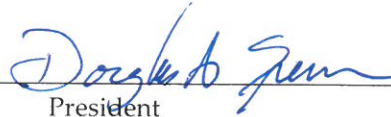
any payments previously made under this Compensation Agreement during the year of the Termination Date, shall be due and payable in the amounts and as such time as generally required by applicable law. Such amounts may be certified and placed on the tax duplicate of Auglaize County. To the extent any payments previously made under this Compensation Agreement during the year of the Termination Date exceed the amount of all real property taxes due and payable, for such Termination Date, then the excess of such prior payments shall be refunded to the CORPORATION.

(2) All other sections of the Compensation Agreement shall remain unchanged.

IN WITNESS WHEREOF: The Village of Minster by its Mayor and the County of Auglaize, Ohio by its President of the Board of County Commissioners have caused this instrument to be executed effective the _____ day of _____, 2018, and the Dannon Company Inc., by its President, has caused this instrument to be executed effective the _____ day of _____, 2018.

Auglaize County, Ohio

BY:


President

Village of Minster, Ohio

BY:

Mayor

The Dannon Company, Inc.

BY:

President

County Commissioners Office
Auglaize County, Ohio
July 19, 2018

NO. 18-287

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 19th day of July, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
426229	\$ 5,890.56	Auglaize Co. Sheriff
426230	\$ 11,781.12	Auglaize Co. Sheriff
426231	\$ 8,269.44	Auglaize Co. Sheriff
426232	\$ 566.40	Auglaize Co. Sheriff
426235	\$ 207.51	First Communications LLC
426283	\$ 595.75	Dominion East Ohio

Commissioner Regula seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
19th day
July, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , yes
Douglas A. Spencer

Don Regula , yes
Don Regula

John N. Bergman , yes
John N. Bergman

cc: County Auditor