

**THE BOARD OF ATHENS COUNTY COMMISSIONERS**, met in regular session, with Lenny Eliason presiding, Chris Chmiel and Charlie Adkins in attendance.

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to approve the following agenda:  
Athens County Board of County Commissioners  
Meeting Agenda for Tuesday, April 02, 2024 Convenes at 9:30 a.m.

Approve Agenda  
Approve Minutes March 19 & March 26, 2024  
Approve Appropriations, Transfers, New Line Items Requests/Changes & Bills

9:30 Brandon Roberts - Proclamation  
9:35 Phill Dysard, Palmer Energy -CCAO Natural Gas Agreement  
9:45 DJFS Dir Jean Demosky - weekly updates  
10:00 Jessie Powers, ORCA  
10:30 W&S Supt Rich Kasler - weekly updates  
11:15 911 Teresa Fouts-Imler - Logan County's Deployment & Proclaim 911 Telecommunicator Month  
11:30

Agenda Items

W&S Agreement - Ratify Commissioner Adkins Signature  
Senior Levy renewal  
Biker Tilly Invoice to paid with ARPA Funds  
2024 Appalachian Regional Commission POWER proposal  
EMS - Addendum to the Fuel SVC Agreement  
Grippa Letter of Conditions for ACWSD  
Tablertown Letter of Support  
Engineer - Sunday Creek Water late fee  
DJFS- Horizon Fiber Drop Nelsonville  
Waterway Access Permission  
CORSAs-Excess Liability options  
Rising Sun Pharmacy  
Closing Early

~TRAVEL

Auditor Jill Davidson & Tammi Goeglein; Southeast Ohio Auditor's District Meeting Cambridge OH; April 12  
Charlie Adkins, Jeff Gabriel, Danny Radford - April 11- West Virginia- Trade Union

ADJOURNMENT

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

Minutes

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the minutes of March 19 and March 26, 2024.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**Appropriations, Transfers, New Line Items Requests/Changes & Bills**

A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins approving the Appropriations, Transfers, New Line Items Requests/Changes and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - from: March 26, 2024 to: April 2, 2024 and the bills are hereby the same and authorize the County Auditor to issue warrants on the County Treasurer for payment in the same. Complete list of bills maintained in the Auditor's Office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

Palmer Energy

Phill Dysard, Palmer Energy discussed the Natural Gas Agreement expiring this year. Various counties are part of the agreement. The new agreement will be for 10 years. If the Commissioners agree to the extension they will put it out to bid. Commissioner Chmiel wanted to know what the benefit was with changing the contract from 5 years to 10. Mr. Dysard, said, the only change was the time extension. They put bids out every 2 to 3 years and the county could get out before they rebid.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the 10 years agreement with Palmer Energy, pending the Prosecuting Attorneys approval. See copy of agreement on back of page 135.

**Amendment #1 to Exhibit A. Natural Gas Purchasing Program**

This Amendment to Exhibit A to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_, among the CCAO Service Corporation ("CCAOSC"), an Ohio for-profit corporation, the County of \_ Athens \_\_\_\_\_, a political subdivision of the State of Ohio ("\_\_\_\_ Athens \_\_\_\_\_ County"), CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, Inc. (the "Manager"), collectively called "Parties".

**SECTION 1. PROGRAM.** The County has evaluated its interests and decided to join the CCAOSC Natural Gas Purchasing program which is detailed in this Exhibit.

**SECTION 2. ADDITIONAL DEFINITIONS.** The definitions listed in the base Participation Agreement continue in this Exhibit. The following definitions are added:

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company(s) serving \_\_\_\_\_ Athens \_\_\_\_\_ County's facilities.

"Utility Transporter" means any interstate and/or intrastate pipeline transporter of natural gas, including any local gas distribution company.

**SECTION 3. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS**

The provisions of this Section are subject to the provisions of Sections 6 and 8 of base Participation Agreement.

**A. Purchase and Aggregation of Natural Gas.** On or about the date hereof, each Authorized Estimator shall certify to CCAOSC and the Manager the estimated monthly natural gas consumption during the Program Term for \_\_\_\_\_ Athens \_\_\_\_\_ County's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC and the Manager shall aggregate all the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the supplier(s) for such periods and pricing as determined by CCAOSC and the Manager, provided that such actions shall be in the best interests of the Participants. \_\_\_\_\_ Athens \_\_\_\_\_ County authorizes the Manager with prior approval of Energy Executive Committee to enter the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

**B. Power of Attorney.** To facilitate the operation of the Program, \_\_\_\_\_ Athens \_\_\_\_\_ County agrees to authorize, execute and deliver to the Manager a limited Power of Attorney in substantially the form attached as part of Exhibit A to this Agreement.

**C. Payments by Participant.** \_\_\_\_\_ Athens \_\_\_\_\_ County agrees to pay to the supplier(s) its monthly gas costs within the allotted time frame permitted under the Gas Purchase Contract. This time frame will normally be 12 to 15 days after receipt of the invoice from either the supplier(s) or the LDC. Timely payment of all amounts owed to supplier(s) is essential to the Program. If \_\_\_\_\_ Athens \_\_\_\_\_

County fails to transmit timely payment to the Supplier(s) of any amount due, \_\_\_\_\_ Athens \_\_\_\_\_ County may, to the extent permitted by law, be charged interest on the overdue amount.

**D. Program Administrative Fees.** Included in the Supplier(s) gas costs paid by \_\_\_\_\_ Athens \_\_\_\_\_ County to the Supplier will be the Program Administrative Fee that shall be \$0.20 per unit MCF (one thousand cubic feet) or Dekatherm (one million Btu) consumed by \_\_\_\_\_ Athens \_\_\_\_\_ County plus any other reasonable administrative costs such as legal costs approved by the Energy Executive Committee. The unit of measure shall be determined by the unit the customer's gas is typically purchased under. The Program Administrative Fee may be increased with approval of the Energy Executive Committee. If approved, each Participant shall be notified of the change in Fee which shall not take effect until the start of a new Gas Purchase Contract term. In the event the Supplier(s) refuses to include Program Administrative Fee in the gas costs invoiced to Participants, a separate invoice shall be issued by the Manager's Authorized Designee in the same per unit amount as included for other Participants'. Such separately invoiced Program Administrative Fee shall be paid by \_\_\_\_\_ Athens \_\_\_\_\_ County and is due to Manager within 30 days of invoice date.

**E. Sole Supplier.** During the Program Term, the Supplier(s) agrees to supply and \_\_\_\_\_ Athens \_\_\_\_\_ County agrees to purchase all its gas requirements for participating facilities pursuant to the Gas Purchase Contract executed on behalf of \_\_\_\_\_ Athens \_\_\_\_\_ County. \_\_\_\_\_ Athens \_\_\_\_\_ County retains the right to purchase gas for non-participating facilities from others.

**F. Imbalances in Supply of Natural Gas.** It is understood that differences between the Participant Estimate and \_\_\_\_\_ Athens \_\_\_\_\_ County's actual consumption may occur ("Imbalance"). The Manager may make adjustment for Imbalances for \_\_\_\_\_ Athens \_\_\_\_\_ County and for all the Participants, as a group taken as a whole.

In the event \_\_\_\_\_ Athens \_\_\_\_\_ County's monthly consumption exceeds its estimated consumption, such incremental use, when permitted under the Supplier(s) agreement, shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, the Manager shall use its best efforts to timely secure additional supplies from the Supplier(s), its designee, or LDC.

In the event \_\_\_\_\_ Athens \_\_\_\_\_ County's monthly consumption is less than estimated, \_\_\_\_\_ Athens \_\_\_\_\_ County shall be responsible for the cost of gas with respect to their actual consumption plus, to the extent the Supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cash out, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

In the event the Supplier(s) fails to deliver \_\_\_\_\_ Athens \_\_\_\_\_ County's nominated quantity, Manager may prorate quantities delivered to the Participants and each Participant shall, consistent with the LDC's rules and regulations in effect at the time, arrange for the purchase any additional volumes of natural gas required from alternate suppliers or the LDC. The Manager, with notice to \_\_\_\_\_ Athens \_\_\_\_\_ County, may change the procedures for dealing with imbalances to be consistent with LDC's policies dealing with volumes consumed and nominated. Athens \_\_\_\_\_ County shall retain all remedies available to it against the Supplier pursuant to the Gas Purchase Contract.

**G. Notice of Significant Change in Usage.** During the Program Term, \_\_\_\_\_ Athens \_\_\_\_\_ County may make material changes or additions to its physical facilities or heating systems, or experience closure of facilities, planned or unplanned. \_\_\_\_\_ Athens \_\_\_\_\_ County agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease natural

gas usage by ten percent (10%) or more per year for \_\_\_\_\_ Athens \_\_\_\_\_ County. Such notice requirement does not include variations due to weather.

H. **Arrangements with the LDC.** In the event that the LDC requires \_\_\_\_\_ Athens \_\_\_\_\_ County to enter into a separate agreement with the LDC for the transportation of natural gas to the Participants' facilities, \_\_\_\_\_ Athens \_\_\_\_\_ County shall consult with CCAOSC and the Manager concerning the terms of the proposed agreement prior to entering into any such agreement. CCAOSC and the Manager shall use their best efforts to assist \_\_\_\_\_ Athens \_\_\_\_\_ County in negotiating such agreement with the LDC.

**SECTION 4. RESTRICTION.** It is understood and agreed, and CCAOSC, \_\_\_\_\_ Athens \_\_\_\_\_ County, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and \_\_\_\_\_ Athens \_\_\_\_\_ County are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or \_\_\_\_\_ Athens \_\_\_\_\_ County to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's rules and regulations as well any LDC tariffs approved by the PUCO.

**SECTION 5. PROGRAM TERM.** The Program Term of this Exhibit shall end May 31, 2034; provided that if the Gas Purchase Contract with a Supplier extends beyond the Initial Program Term, the Program Term shall be deemed to be extended to expire on the expiration date of the Gas Purchase Contract. This Agreement shall be extended for an additional Term ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, \_\_\_\_\_ Athens \_\_\_\_\_ County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

**CCAO SERVICE CORPORATION**

By: \_\_\_\_\_

COUNTY OF \_\_\_\_\_ Athens \_\_\_\_\_

Date of Adoption  
of Approving Ordinance or Resolution

By: \_\_\_\_\_

Address:

**CCAOSC ENERGY SOLUTIONS**

By: \_\_\_\_\_

5577 Airport Highway, Suite 101, Toledo, OH 43615

**FISCAL OFFICER CERTIFICATE**

The undersigned fiscal officer of the County of \_\_\_\_\_ Athens \_\_\_\_\_, Ohio (the "Participant") hereby certifies that the money required to meet the obligations of the Participant during 20\_\_\_\_ under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Fiscal Officer  
County of \_\_\_\_\_ Athens \_\_\_\_\_, Ohio

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

*Power of Attorney and Agreement  
CCAOSC Natural Gas Purchasing Program*

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) the Manager, CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 5577 Airport Highway, Suite 101 Toledo, Ohio 43615, as Attorney in fact to act, but only in a manner consistent with the terms of the Participation Agreement among the Participant, CCAO Service Corporation and Manager, in the Participant's capacity to do every act consistent with the CCAOSC natural gas program that the Participant may legally do through an Attorney in fact, so it may join a CCAOSC natural gas program designed to purchase natural gas for use at the following described facility locations. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

\_\_\_\_\_  
County Representative:

\_\_\_\_\_  
County:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
City: State: Zip

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSC natural gas program and in the name of the Participant execute all relevant documents such as natural gas transportation applications and natural gas purchase contracts, provided such contracts do not exceed five years in duration and the contracts are in the name of the Participant, with the express understanding that Manager shall have no authority to obligate the Participant to indemnify any party or exceed the Participant's financial exposure beyond the provisions of the Participation Agreement.

The said Attorney in fact is also empowered and authorized to directly receive all invoices from the Participant's local distribution company (LDC). Participant authorizes the Manager to insert and remove its gas account(s) from various gas supplier aggregation pools at the Manager's discretion. Participant hereby authorizes the Manager to execute LDC agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant's natural gas requirements may be grouped together with other entities who are involved in the CCAOSC program. The Manager shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES Participants.

The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant. The Participant will give the Manager, and the contracted service provider(s) access to all energy records (as reasonably requested). The Participant will promptly notify the Manager and the contracted service provider(s) of any changes in circumstance that could materially affect the Participant's usage, including but not limited to,

weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source.

COUNTY OF \_\_\_\_\_ Athens \_\_\_\_\_

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

Jean Demosky, Director of JFS presented her weekly update:

4-2-24

**ACDJFS**

**Program Updates**

Area 14 Job Fair 4/25/24 10am-2pm Community Center. People should come and be ready to get a job. We will have staff available to help with resumes. HAPCAP will be providing free transportation to the Job Fair through Athens Public Transit, sponsored by Barons Bus.

Healthcare Job Fair 4/10/24 11-2 OMJ- Memorial Health System.

Career Readiness Workshop Several Dates - Helping individuals get ready for jobs, 9-11- Trimble Township Community Center.

**Contracts/Business/Grants**

Healthy Aging Grant Digital \$45,825.69 - inquiring about the funds. Commissioner Chmiel is ok with splitting the funds with DJFS and Athens Photo Project. Commissioner Adkins is not ok with splitting the funds. I don't want to pay someone else to do the work, when we have staff doing it, and the money going to someone's pocket. Commissioner Chmiel feels its different stuff and programs. Commissioner Eliason, wanted to know what they're going to provide if we split the difference? How many are they doing and where? Photography may not be defined as digital literacy. We will look into it and discuss it next week. Mobile Career Center Update-they can do the Digital grant portion in the mobile unit, since that is what they're doing. She could pay them.

**Facilities**

Nelsonville Punch List Today- hoping to have the glass replaced at the end of the month. Interior is almost complete. Building should be complete on May 10. Open house on May 21st.

**Human Resources**

Internal posting for 4 case workers, currently they have 20.

L/M Meeting Friday

Upto4ERS2

**Closing County Offices**

Commissioner Adkins talked to Teresa Imler, 911 Director regarding the storm coming in today, with possible tornadoes, around 4pm. He has spoke with all the elected officials and they're good with closing at 2pm today. This will allow the employees to get home before it hits.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to close county offices at 2pm today and notify the press and have Teresa put out the notification.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

A motion was made by Commissioner Chmiel and seconded by Commissioner Eliason ratifying Commissioner Eliason's signature of the following W&S Agreement authorizing an agreement as requested by Michael Mount, for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$539.14with scheduled payments of \$120 due on 5/1, 6/1 and 7/1 payment of \$119.14. If the terms of this agreement are not met, the account will be considered delinquent and service could be shut off.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**Senior Levy Renewal**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to table the Senior Levy Renewal.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**Biker Tilly Invoice to paid with ARPA Funds**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the Bakertilly ARPA invoice in the amount of \$262.50.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**2024 Appalachian Regional Commission POWER proposal**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following letter of support for Appalachian Regional Commission Power proposal:

April 2, 2024

Dean Tracy Plouk  
Voinovich School of Leadership Public Service  
Ohio University  
The Ridges  
Athens, OH 45701

Dear Dean Plouk:

The Board of Athens County, County Commissioner's, are pleased to offer support for the "Pathways for Appalachian Growth and Empowerment" (PAGE) program in response to the Appalachian Regional Commission's 2024 POWER solicitation. The strong and diverse partnerships demonstrate the broad regional need for the project, as well as support from organizations and individuals who have for many years worked closely with proposed prime contractor, Building Bridges to Careers of Marietta, with your well-respected Ohio University Voinovich School, and with our longtime and vitally important Athens County Foundation.

The PAGE project highlights the importance of capacity enhancement for impact enterprises and nonprofits, shared services in key areas such as capital access, organizational development, operations support, and Board and staff training and development. The Athens community, and local partners, have all seen firsthand the need for these services in the nonprofit community and have benefitted from prior funded services. We believe that the PAGE team's proposal is an important ongoing solution to a felt need.

This proposed initiative will play a role in identifying and filling gaps that have historically made it difficult for enterprises in Appalachia to attract and absorb capital. The partnership's approach directly acknowledges that small, hard-to-reach entrepreneurs are often left behind. With this support, our office believes the region will see progress and growth from Athens County, and the greater Appalachia, that has not been considered in the past. The two-State collaboration is particularly useful for our region, in bench marking and growing with other ecosystems facing similar challenges.

We are particularly pleased to see that funding in this proposal will support current entrepreneurs, who have grown their entities through prior programs and are now able to offer mentoring and paid consulting to up-and-coming enterprises outside their own county. These paid mentors will include important local founders such as Patty Mitchell of Passion Works, David Butcher of the Tablertown People of Color Museum, and Nate Thompson of Athens Photo Project.

We are excited to see this collaboration in action and see it serve as a model for other communities in the future.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

#### **EMS - Addendum to the Fuel SVC Agreement**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to authorize the signature of Commissioner Eliason on the addendum to the fuel card services agreement which would switch the WEX Fuel account over to a Government Account, for Athens County EMS.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

#### **Grippa Letter of Conditions for ACWSD**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins authorizing Commissioner Eliason to sign the following letter of conditions for Greg Grippa:

Greg Grippa  
5734 Beechnut Dr  
Cincinnati, OH 45230

Dear Mr. Grippa:

Listed below are the conditions to receive public sewer service through a property split located at 6989 Beechwood Drive, Athens, Ohio 45701 (Parcel # A010190100900) from the Athens County Water and Sewer District.

1. Pay a sewer capacity fee.
2. Purchase a sewer tap (Cost plus 10%)
3. Obtain a private easement or public right-of-way easement from the existing main sewer line to the divided property.
4. Assume all maintenance responsibility of sewer service from the main sewer line.

Sincerely,  
Lenny Eliason

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

#### **Tablertown Letter of Support**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following letter of support for Tablertown proposal:

Mr. Brandon McBride, Executive Director  
Appalachian Regional Commission  
1666 Connecticut Ave NW, Suite 700  
Washington, DC 20009

Dear Mr. McBride:

We, the Board of Athens County Commissioners, are writing in support of the proposal submitted by the Tablertown People of Color Museum for an ARC POWER technical assistance grant. The development of the Tablertown People of Color Museum, led by David Butcher and his Board of Directors, is impressive and leads to community and economic development. We are certain that Mr. Butcher and his board will do an excellent job as the lead applicant for this grant while in partnership with similar agencies across six counties.

We believe "Connecting Black Heritage, From Enslavement to Settlement in Southern Ohio" will be highly beneficial to the Kilvert community and that it squarely aligns with the goals of the ARC POWER program. If awarded, the project team will secure a consultant that will assist with the development of a comprehensive plan that examines the potential for a multi-county Heritage Trail in honor of the local Underground Railroad and related Black Heritage history. This plan would allow the Tablertown People of Color Museum and their partners to identify new heritage sites in each county, while examining the benefits of seeking connection with the existing Underground Railroad Tour in nine counties in southern Ohio and northern Kentucky and West Virginia. Such a regional collaboration for tourism will highly benefit the southern Appalachian region.

In recent years, investments by the State and Federal government, private philanthropy, and the Athens County Commissioners have expanded Athens County's outdoor recreation and cultural heritage tourism assets. From the Baileys Trail System to the Southeast Ohio History Center, to the Dairy Barn and more - these investments are growing Athens County's prominence as a tourism destination in Ohio. A released report from Tourism Ohio showed day and overnight visitors contributed a direct impact of millions of dollars in Athens, which supports direct jobs. The proposal made by the Tablertown People of Museum and their partners will do the same. In addition to Athens County, the other partnering counties (Vinton, Jackson, Washington, Morgan, and Perry) will benefit from increased spending at local businesses in both rural and more densely populated areas. This could lead to job creation and generate tax revenue that will improve our local and regional economy.

Thank you for your consideration of this proposal for the ARC POWER program.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**Engineer - Sunday Creek Water late fee**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the late fee of \$37.80 to Sunday Creek Water, for the Engineers office.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**DJFS- Horizon Fiber Drop Nelsonville**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to ratify Commissioner Eliason's signature on the Horizon Method Of Procedure for fiber drop at DJFS 10 W Washington St. Nelsonville, Ohio.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**Waterway Access Permission**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the request from OEPA to access a watercourse located on your property located at approximately 39.3886, -82.1408 (Site: J02P23, site map attached) located on River Road, for the purpose of conducting these ecological assessment.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**CORSA Excess Liability Options**

The Commissioners discussed the deductible options with CORSA Risk Sharing, the decision was made to remain at the \$2,500.00 deductible.

**Travel**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following travel: Auditor Jill Davidson & Tammi Goeglein; Southeast Ohio Auditor's District Meeting Cambridge OH; April 12 Charlie Adkins, Jeff Gabriel, Danny Radford - April 11- West Virginia- Trade Union Conference

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**Rising Sun Pharmacy Agreement**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to approve the following Agreement with Rising Sun Pharmacy:

AGREEMENT BETWEEN THE BOARD OF COMMISSIONERS OF ATHENS COUNTY, OHIO AND RISING SUNS NON-PROFIT PHARMACY  
This Agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2024, into by and between the Board of Commissioners of Athens County Ohio (the "Board"), and Rising Suns Non-Profit Pharmacy, a 501(C)(3) nonprofit organization, (the "Pharmacy"), collectively the "Parties".

**RECITALS**

1. Whereas, the Board may enter into agreements and expend funds to support senior services pursuant to R.C. 307.694; and

2. Whereas, the Pharmacy is able to provide services for seniors as a majority of their customers are over sixty years old.

NOW THEREFORE, the Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, so mutually agree as follows:

AGREEMENT

I. DUTIES OF PHARMACY. The Pharmacy shall provide services for eligible low-income seniors of Athens County. The Pharmacy shall determine the eligibility based on any necessary local, state or federal criteria for a low-income senior. The Pharmacy shall also provide the Board with a count of unduplicated seniors who receive services and total number of unduplicated persons receiving services.

II. DUTIES OF BOARD. In return for duties in Article I, the Board agrees to grant \$65,000.00 to the Pharmacy for the purpose of the employment of a pharmacist.

III. INDEPENDENT CONTRACTOR. The Pharmacy agrees that it is an independent contractor and not an agent, partner, or employee of the Board. The Pharmacy agrees that it does not have authority to sign agreements, notes or obligations, or to make purchases or dispose of property for or on behalf of the Board. The Pharmacy's personnel are not employees or agents of the Board at any time or for any purpose. The Pharmacy is responsible for payment of taxes including, without limitation, unemployment compensation premiums, all income tax deductions and any and all other taxes or payroll deductions required for all employees engaged by the Pharmacy in performance of this Agreement. The Pharmacy's employees or contractors who provide personal service to the Board under this Agreement are not public employees by virtue of those services and are not entitled to membership in any Ohio public pension system on that basis.

IV. TERM. This Agreement shall take effect upon execution and shall be effective until December 31, 2024. The Parties may agree to extend this Agreement pursuant to Article XI.

V. TERMINATION. If a Party commits a material breach of this Agreement, the non-breaching Party may terminate this Agreement for cause, so long as the non-breaching Party first provides breaching Party with a written notice of the breach, and breaching Party fails to cure the breach within thirty (30) business days of receipt of the notice (or, if the breach by its nature cannot reasonably be cured within thirty business days, then non-breaching Party may terminate if the breaching Party fails to begin to cure the breach within thirty business days of receipt of the notice and continue to work diligently thereafter to cure the breach). Such termination will be without prejudice to any other rights and remedies that may be available to the non-breaching Party.

VI. NOTICES. Any notices required or permitted to be given under this Agreement shall be in writing and shall be served by delivery upon the parties as follows:

Board of Commissioners of Athens County  
C/o Joann Rockhold, Clerk  
15 South Court Street  
Athens, Ohio 45701

Rising Suns Non-Profit Pharmacy  
C/o Sarah E. Adkins, Executive Director  
P.O. Box 193  
Athens, Ohio 45701

VII. INDEMNIFICATION. The Center shall indemnify, defend and hold harmless the Board and Athens County, Ohio, its officers, departments, employees and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature which results from any act or omission of the Center, their employees or anyone acting under their direction, control, or on their behalf unless due solely to the Board's negligence.

VIII. COMPLIANCE WITH LAWS. The Pharmacy shall comply with all federal, state and local laws, rules, regulations and standards, without limitation to those designated in this Agreement. The laws and regulations of the State of Ohio shall govern the rights of the parties, the performance of this Agreement and any disputes hereunder. Any actions relating to this Agreement shall be brought in a Court of competent jurisdiction located in Athens County, Ohio.

IX. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

X. NO JOINT VENTURE. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Board and the Pharmacy or any of its employees, or between the Pharmacy and the Board or any of its employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities of the other. It is the intention of the parties to maintain separate entities.

XI. ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement

shall not be modified, amended, altered or extended except through a written amendment signed by the parties.

IN WITNESS WHEREOF, the Parties agree to carry out the terms of this AGREEMENT.

BOARD OF COMMISSIONERS OF ATHENS COUNTY, OHIO

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

**Jessie Powers ORCA**

Jessica Powers, presented the Commissioners with the 2023 ORCA Report. 2019 The Outdoor Recreation Council of Appalachia (ORCA) council of governments (cog) was established by Athens County, City of Athens, City of Nelsonville, York Township, and the Village of Chauncey, 2020 The Village of Buchtel joined. ORCA was created by these jurisdictions to advance the Baileys Trail System, a planned 88-mile professionally built mountain bike optimized trail system, on over 9,000 acres of Wayne National Forest, with plans for Trailheads in Chauncey, Doanville, and Buchtel. July 1st, 2020-June 30th, 2021 the Baileys Trail System had a total economic impact on the Athens County, Ohio economy of \$5,299,052 with \$3,642,161 million directly attributed to trail tourism, according to the Ohio University Economic Analysis of the Baileys Trail System. Baileys Trail System's first year of operation concludes in June. 26 of 88 trail miles complete 5 more miles under construction Chauncey- Dover Park Trailhead (also a community park) operational with portable restrooms Doanville- York Trailhead (second trailhead) was completed June 2021. 3146 volunteer hours logged (since 10/20). New Staff Hired: AUGUST: Elle Dickerman, Sustainable Recreation Director, & Lucas Blankenship, Americorps Sustainable Recreation Manager DECEMBER: Delia Palmisano, Communications & Philanthropy Director Welcomed New Sponsors- Ohio Health & Athens Roller Derby Maintained Trails- ORCA staff worked with volunteers that gave 1,793 hours with an estimated value of \$53,700. Secured a \$3MM ODNR Abandoned Mine Land Grant- to construct a ~5,000 square foot multi-purpose Baileys Visitor Center in Chauncey Started Planning- 10 County Recreation Asset Assessment & development Plan(supported by ORCA's 2021 ARC grant) Launched Baileys Trail System MTB Rental- with local & student discounts Built Trail- Expensed more than \$460,000 of 2021 State budget award to construct 18 miles of professional built MTB optimized trails, creating 49 trail miles for 2023 Season. Submitted \$17.9MM (~\$15.2 MM in Athens County) Collaborative Grant Application: Southeast Ohio Nature, Heritage, and Art; Sustainable Tourism Anchor Development to Transform the Appalachian Ohio Economy Project will receive partial funding ~\$4.1MM supports construction of Baileys Trail System Trails, Buchtel-Snow Fork Trailhead, and provide training and equipment to Baileys Trail System First responders, (including City of Athens). New Staff Hired: AUGUST: Zach Bihlman, Finance Director, Rachel Thayer, Americorps Sustainable Recreation Manager, Chloe Challacombe, Communications Manager Americorps Maintained Trails- Volunteers gave over 2000 hours Welcomed New Sponsors- Trek and Webb Financial Group Built Trail- Completed 9 More Miles of MTB trails Secured a \$4.1MM Grant- Appalachian Community Grant, Southeast Ohio Nature, Heritage, and Art Sustainable Tourism Anchor Development. Fundraised- Hosted the 1st Annual Baileys Dirt Fondo, with over 110 riders Expanded- our MTB rental and retail shop, with 8 seasonal employees

Welcomed New Partners- 16 new counties:  
 Adams, Brown, Clermont, Gallia, Highland,  
 Jackson, Lawrence, Meigs, Monroe, Morgan,  
 Nobel, Perry, Pike, Ross, Vinton, Washington resolved to join ORCA

Partnered- ORCA served as the Ohio lead for 17 Appalachian Ohio Counties and ODNR to Appalachian Regional Commission ARISE planning grant in partnership with The Pennsylvania Wilds Center for Entrepreneurship to strategically support rural destination development Supported RCAP's Real Rural Revitalized (RRR) ACG Application- Projects for City of Athens total ~\$6.3 million Projects in Athens County total ~\$25.3MM

- 2020 Received Forest Service Highest Honor
- 2021 Secured Historic State Investment in Outdoor Recreation- based Economic Development/Diversification
- 2021 Quantified Impacts: Year one direct economic impact \$3.6 MM total direct and indirect \$5.3MM
- 2022 Removed Barriers to building local wealth by securing investment to build turn-key commercial space
- 2023 Partnered- 16 Counties, Ohio Department of Natural Resources, and Pennsylvania Wilds Center for Entrepreneurship
- Advanced Revenue Generation
- New Merch
- New Sponsorships
- Bike Rental
- Dirt Fondo Fundraiser Event
- Hosted New Events
- Run Baileys
- NICA Race
- Pelotonia Gravel Ride Optional Route

Commissioners Adkins asked how many bike rental locations we had. There are two locations, Chauncey and OU, PING Center. Jessie indicated the ORCA Board wanted to know if the County would be able to contribute in 2025. Commissioner Adkins wanted to know the long term \$90,000.00 commitment. How long they will need the funds. Jessie didn't have a time frame. She has been reaching out to other counties to see if they would transition from partners to members. Buchtel, Chauncey and Nelsonville contribute \$500 of in-kind services for their membership dues. Commissioner Chmiel indicated that we need the follow up study from the Voinovich School. Commissioner Chmiel said, he has met people that have bought a house near the Baileys, so they can come out and ride. Commissioner Eliason said, that's a bad antidote. People buy cabins so they can come down and hunt and we don't track that. So to try and start tracking the trail system like that doesn't make sense. We don't contribute a dime to the hunting in industry. Commissioner Adkins asked when the new facility was going to start

and Jessie Powers stated that the grant agreement was just signed last month so they will be contracting for design in the near future.

Commissioner Eliason stated that any investment the county makes is an annual decision and until we see where we are, we won't know. I don't think we're in a position to commit. I think we're very supportive of ORCA's work, but I think ORCA's got to redo its structure and get a better structure, \$90,000 is way too much in the way of dues. Jessie Powers asked the commissioners if they would make a decision on a number, but Commissioner Eliason said that 2024 we are not in the position to do that we have to see where we are financially. Commissioner Adkins wants to know what the Bailey's Trail is truly bringing in for the county. Jessie Powers said that there is a graduate student that is investigating this, he will get a formula that will collect surveys that would quantify economic. Commissioner Eliason stated that the commissioners have obligation to take care of our responsibilities first and then we invest in outside this later and we start talking about something that's \$100,000.00 investment. That's very difficult to do on a tight budget. Commissioner Eliason suggested that Jessie talk to the visitors bureau about contributing from the county side because all of our money goes there.

#### **W&S Supt Rich Kasler - weekly updates**

Rich Kasler, ACWS, we do have start up ready for the Hartman Road lift station.

Elliottsville letters went out to hook up. We had a few issues at the station that we noticed, we haven't had anyone hook up yet. That should be completed by early next week.

Both crews are back on the project with Fields for 6 & 7. They completed a bore on Heatherstone and they're working on Long Meadow as long as the bores come out, we have the street section Bittersweet and Long Meadow, the Heatherstone Section and some completion out on 56 to finish up. Commissioner Adkins asked about the paving. He wants to make sure DLZ communicates with us regarding the paving and what is left to complete before we run out of ARPA funds. Commissioner Chmiel asked if we heard anything about New Marshfield? Rich had heard from Leax, DLZ has started the Engineering since they have been getting locates. The ACWS district doesn't go out that way so we haven't been receiving any locates.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to suspend the rules and declare an emergency and add the following to the agenda:

Meeting of April 23<sup>rd</sup>

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

A motion was made by Mr. Chmiel and seconded by Mr. Adkins to move the meeting of April 23 to the 24<sup>th</sup> starting at 1:00p.m..

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

#### **911 Teresa Fouts-Imler - Logan County's Deployment**

Teresa Fouts-Imler stated that she spent about 22 hours in Logan County for the deployment, their EMA director has over 20 years of experience. She has the amount of experience in EMA as I do in 911, but she had every type of committee and group there was in support services in the Emergency Management. It was very educational for me, realizing that the relationships you build and the network you make is what is going to make you or break you. Being successful in one of these critical events, you know our what our county has to offer. You know we have great resources, but there's nothing that could sustain. One thing that was really interesting to see coming from the 911 standpoint is the separation between how 911 is supposed to operate and how emergency operations is supposed to operate. Logan County's EMA Director had a lot of forms that I was able to bring back to implement here, so I want to thank you for that opportunity because no training would have ever prepared me for what I learned under that event. So thank you.

#### **Proclaim 911 Telecommunicator Month**

A motion was made by Mr. Chmiel and seconded by Mr. Adkins approving the following proclaim:

National 9-1-1 Telecommunicator Week April 14-20, 2024

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, it takes a special strength to be the calm voice when lives are on the line. To take control of an emergency using just a phone. To get the right kind of help to the right location. To give instructions that make a difference, no matter what the situation; and

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and medical personnel is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers, medical personnel, and firefighters is dependent upon the quality and assured accuracy of information obtained from citizens who telephone the Athens County 9-1-1 Emergency Communications center; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, emergency medical personnel, and firefighters by monitoring their activities by radio, providing them information and insuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the Athens County 911 Emergency Communications have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW, therefore, Be It Resolved that the Board of Athens County Commissioners declares the week of April 14 through 20, 2024 to be National Public Safety Telecommunicators Week in Athens County, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea ; Mr. Adkins, yea.

Teresa discussed having a full time employee that has been on FMLA for 12 weeks and they have been holding his position. His leave expires on April 7<sup>th</sup> and he is out of time. He is going to need an additional surgery and will be off another 12-15 weeks. She feels she can't hold the position any longer, since they're short staffed. She sent an email to TL. The employee is Jarred Bailes and he is available for rehire and can come back in as an intermittent and work his way back up. Commissioner Eliason suggested she put him on intermitted status to hold his seniority and just not work him for the next 12 weeks.

New Facility- the tower will be built this month and they're still on schedule. Teresa has been working with the various agencies for funding toward our new facility.

**Senior Safety Day**

Senior Safety day is scheduled for May 2 at the Community Center from 10-2.

**Adjourn**


A motion was made by Commissioner Chmiel and seconded by Commissioner Adkins to adjourn the above meeting.

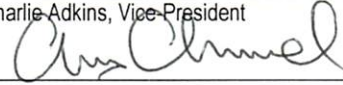
The roll being called upon for adoption, the vote resulted as follows: Mr. Eliason, yea; Mr. Chmiel, yea; Mr. Adkins, yea.

  
\_\_\_\_\_  
JoAnn Rockhold, Administrator

  
\_\_\_\_\_  
Alison Pierson, Clerk

  
\_\_\_\_\_  
Lenny Eliason, President

  
\_\_\_\_\_  
Charlie Adkins, Vice-President

  
\_\_\_\_\_  
Chris Chmiel