

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

**Agenda**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following agenda:  
Athens County Board of County Commissioners

Meeting Agenda for Tuesday, August 12, 2025 Convenes at 9:30 a.m.

Approve Agenda

Approve Minutes August 5, 2025

Approve Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills  
New Line-items; Fund 463 Appalachian Regional Commission, Receipts - OH-22038-25 463.2463.412521 & OH-20536-A-24 463.2463.412522, Expenditures - Contract Services OH-22038-25 463.3463.530117

- 9:30 Otis Crockron- Building Updates
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 911 Teresa Fouts-Imler - Coolville Fire Tower & Solar Project Updates
- 10:15 Ric Wasserman- Treasurer
- 10:30 W&S Supt Oscar Carson - weekly updates
- 10:45 W&S Supt Oscar Carson - weekly updates
- 11:00 Climate Smart Communities Initiative Project - Planner LaVelle & Rural Action
- 11:15 EMS - Rehire
- 11:30 LUNCH

**Agenda Items**

- Utility Permits
- W&S Extensions (Ratify Commissioner Eliason's Signature)
- Sheriff's Building Piping Proposals
- HAPCAP Mortgage Satisfaction
- Guardian Ad Litem
- Sunday Creek Pay Request
- DD Computer Request
- Child Support Awareness Proclamation
- HVCRC Termination of Contract
- Surplus - Common Pleas Court
- Engineer - OPWC Disbursements (CU45AB)
- DD ABEA Union Contract

add- Move Meetings 09/23 to 09/24 and 10/21 to 10/23

**-TRAVEL**

- Common Pleas: Magistrate Meg Saunders - Magistrate Training, Ohio Supreme Court; 09/17 - 09/19/25
- WIOA: Morgan Delay; 2025 BB2C Community & Career Connected Learning Summit, Portsmouth OH; 9/26/25

**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. Adkins and seconded by Mr. Chmiel to approve the minutes of August 5, 2025.

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, Then & Nows, & Bills**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel approving the Appropriations, Transfers, New Line Items Requests/Changes, including New Line-items; Fund 463 Appalachian Regional Commission, Receipts - OH-22038-25 463.2463.412521 & OH-20536-A-24 463.2463.412522, Expenditures - Contract Services OH-22038-25 463.3463.530117 and

approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 08/05/2025 To: 08/07/2025, INVOICE TRACKING REPORT - From: 08/07/2025 To: 08/12/2025 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.

#### **Otis Crockron - Building Updates**

Otis Crockron provided the following Building Updates:

##### **1. Progress & Current Work**

- \* The building project is moving forward despite weather delays caused by heavy rain in 2025.
- \* Demolition of buildings 10 and 14 is complete.
- \* Foundations, stair towers, elevator shaft, and basement walls are under construction.
- \* Site challenges included an old stream bed, which has been addressed.

##### **2. Construction Timeline**

- \* South stair tower nearly topped out; elevator shaft installation next.
- \* Concrete slabs and steel installation for the first floor expected in the coming weeks.
- \* Project remains close to schedule and within budget.
- \* Original move-in goal: August 2026, now shifted to October 2026 due to the specialized timber frame fabrication

process.

##### **3. Timber Frame & Materials**

- \* Timber sourced from Canada, fabricated on the U.S. West Coast.
- \* Fabrication requires precision and pre-drilled shop holes for anything over 3 inches.
- \* All major materials already purchased, avoiding impact from potential tariffs.

##### **4. Next Steps**

- \* Upcoming focus: steel and mass timber frame installation, utility connections.
- \* Site will become a full construction zone during this phase, impacting operations.
- \* Continuing coordination with the city on water line installation.
- \* Will return in a few weeks to discuss annexation process.

##### **5. Payment Process**

- \* First contractor payment approved.
- \* A paper check hand-off process with sign-off has been implemented for accountability.

#### **DJFS Dir Jean Demosky - Weekly Updates**

Dir Jean Demosky provided the following weekly updates:

##### **1. Program Updates**

- \* Support2Success and Child Support Awareness Month Shawn Stover
  - \* Focuses on social work support alongside enforcement:
  - \* Resume creation and job search assistance.
  - \* Mock interviews and interview anxiety coaching.
  - \* Building self-esteem and workplace readiness for those out of work for extended periods.
  - \* Currently managing 16–18 active clients.
- \* Success Story
  - \* Worked with a woman who had severe mental health issues (bipolar disorder) and substance abuse history.
  - \* She was socially isolated and had given up on employment.
  - \* Shawn reconnected her with medical providers, case managers, and psychiatric care.
  - \* With medication and support, she stabilized and is now engaged with services, maintaining contact when challenges arise.
- \* E-Bike Funding Discussion
  - \* E-bikes are sometimes purchased with reentry program funds for transportation when public transit is insufficient.
  - \* Commissioner Adkins raised some concerns about tracking use and preventing resale for illicit purposes.
  - \* Current safeguard: must be employed for a few weeks before purchase approval; Shawn maintains monthly contact.
  - \* Only one e-bike has been purchased recently; cost kept under \$500.
  - \* Suggestions:
    - \* Implement written agreements for return if employment ends early.
    - \* Explore loan/rental models similar to library bike checkouts for better oversight.

**2. Contracts/Business/Grants**

## Aspire Program Funding Update

- \* Original award: \$72,000; increased to \$100,000 for strong performance.
- \* Funds were briefly frozen; final award is \$97,490 (2.5% loss).
- \* Considered a positive outcome given the circumstances.

**3. Facilities**

## Sealed Bid 1.25M

**4. Human Resources**

## 2 Driver Positions Posted for Internal Consideration Only (Vehicles?)

## Pre-investigation

## Recently shared with staff

- \* Expanded SNAP Work Requirements:
  - \* The work requirement age limit increases from 54 to 64
  - \* Only parents with children under 14 are exempt (currently it is any minor child).
  - \* Categorical exemptions will no longer apply to 689 veterans, 16,316 homeless individuals, and 138 former foster care youth.
- \* Greater Cost-share to the State: Administrative costs will increase by 25%.
- \* Based on the Quality Control Payment (QC) error rate, the State will have to contribute to the cost of benefits. Currently, 100% of SNAP benefits are federally funded.
  - \* Administrative Costs change October 1, 2026: The forecasted loss of federal funds for the state is \$19,705,373 per year. The forecasted loss for federal funds for the counties is \$47,354,097 per year.
  - \* Benefits Costs October 1, 2027: Current SNAP error rates are somewhere between 8.12 and 901 for Ohio. A state with that error rate will have to contribute 10% of the administrative costs toward SNAP delivery. It means Ohio coming up with \$321 million (somehow shared among the counties?) to maintain SNAP
    - \* We are looking at ways to assist the state with quality control efforts at our county level. The QC year for FFY26 begins on October 1, 2025. We must prioritize payment accuracy to keep Ohio's QC error rate below 6% because it affects us all.
  - \* Athens County has around 4,000 of the about 800,000 Medicaid expansion recipients affected by the OBDD work requirement changes. By review of the included possible waivers, many of these recipients will continue their work exemptions. However, the new requirement is a review every 6 months, instead of 12 months. It means effort on our part for all, and a good portion of the recipients will require work activities effort. It affects both ERS2s and SPCs.

**Proclamation - Child Support Awareness Month**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to adopt a Proclamation declaring August as Child Support Awareness Month in Athens County:

Whereas, we recognize that the well-being of Ohio's children and families depends on consistent and adequate financial support; and

Whereas, we commend and honor those parents who are dedicated to fulfilling their moral, legal, and financial responsibilities to support their children; and

Whereas, we acknowledge that non-custodial parents may face challenges and barriers in meeting their obligations, and that many benefit from supportive services and resources to do so; and

Whereas, we affirm that a strong and effective Child Support Enforcement System requires the shared commitment, leadership, and collaboration of courts, government agencies, parents, and lawmakers;

Now, therefore, we, the Board of Commissioners for Athens County, do hereby proclaim August 2025 as Child Support Awareness Month, in alignment with the statewide theme, "Support is Key." We recognize the essential work of our local Child Support Enforcement Agency and encourage all citizens who are involved in or impacted by child support to join us in strengthening the lives of children and families throughout Athens County.

Signed:

/s/Lenny Eliason, Commissioner

/s/Charlie Adkins, Commissioner

/s/Chris Chmiel, Commissioner

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

**510 W Union St Building - Sealed Bids Advertising**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the advertising for sealed bids on the 510 W Union St Building, bid opening set for November 12, 2025 at 9:45 a.m.

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

**Surplus - DJFS**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the surplus and exploring trade or sale of 15-passenger van for a minivan due to accessibility issue for clients.

Description:	Vin #:
2017 GMC Savana	1GJZ7NFFXH1206596

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 - Coolville Tower & Solar Project Updates**

Dir Fouts-Imler provided the following updates - The Coolville communications tower was struck by lightning, causing significant damage to equipment, including a \$10,000 card and splitting the antenna. Repairs could total around \$40,000, though an advanced replacement contract may cover much of the cost. The county is facing ongoing maintenance issues with aging tower systems (installed 2015-2016, supported only until 2030), frequent power surges, and generator replacements. Discussions included upgrading systems, adding surge protection, and exploring MARCS-compatible repeater solutions for fire departments via grants. The Commissioners and Dir Fouts-Imler also reviewed a countywide grant application process, debating whether to hire a grant writer or complete it internally. Additionally, the solar project at the site is awaiting state permits, with a projected mid-September start.

**Ric Wasserman - Treasurer**

Ric Wasserman stated with two weeks left in his term, he is requesting three actions:

1. Create a county email account for Taylor to enable document transfers and Google Sheets editing before the transition.
2. Keep his current email active indefinitely, with all incoming messages permanently forwarded to Taylor, to maintain contact with vendors and partners.
3. Arrange and fund a cash audit on Taylor's first day in office, as was done in 2018, to protect all parties.

Taylor's email setup will occur immediately. Taylor will also attend orientation sessions and spend a day in the office for training. Additionally, a luncheon with the university president and cabinet is scheduled for August 18 at 11:45 a.m. in Baker Center, which will be announced as a public meeting.

**HVCRC**

Bob Bowser from the Hocking Valley Community Residential Center met with the commissioners after learning the auditor's office intends to terminate their fiscal agent contract effective December 31. Commissioner Eliason advised that the decision rests solely with the auditor and suggested the center speak directly with her to address concerns or attempt to preserve the relationship. Mr. Bowser expressed frustration over a lack of communication regarding issues and proposed a mediated meeting. Commissioners indicated willingness to facilitate a future meeting with the auditor present but emphasized they cannot compel her to continue the arrangement.

**New Marshfield Sewer Project - Resolution**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to pass a Resolution authorizing participation and ratifying prior participation of the Athens County Board of Commissioners, Athens County, Ohio, with the department of The Army, Corps of Engineers, for the design and construction of the New Marshfield Sewer Project and authorizing the President of the Athens County Board of Commissioners and other Athens County Board of Commissioners Officials, to act for and on behalf of the Athens County Board of Commissioners, in executing, accepting, or otherwise approving all documents, agreements, instruments, or other necessary papers required by The Department of The Army to implement said participation in the project.

See Complete Resolution on back of page 267.

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

RESOLUTION  
ATHENS COUNTY BOARD OF COMMISSIONERS  
NEW MARSHFIELD SEWER PROJECT  
DESIGN AND CONSTRUCTION PROJECT  
ATHENS COUNTY, OHIO

A RESOLUTION AUTHORIZING PARTICIPATION AND RATIFYING PRIOR PARTICIPATION OF THE ATHENS COUNTY BOARD OF COMMISSIONERS, ATHENS COUNTY, OHIO, WITH THE DEPARTMENT OF THE ARMY, CORPS OF ENGINEERS, FOR THE DESIGN AND CONSTRUCTION OF THE NEW MARSHFIELD SEWER PROJECT AND AUTHORIZING THE PRESIDENT OF THE ATHENS COUNTY BOARD OF COMMISSIONERS AND OTHER ATHENS COUNTY BOARD OF COMMISSIONERS OFFICIALS, TO ACT FOR AND ON BEHALF OF THE ATHENS COUNTY BOARD OF COMMISSIONERS, IN EXECUTING, ACCEPTING, OR OTHERWISE APPROVING ALL DOCUMENTS, AGREEMENTS, INSTRUMENTS, OR OTHER NECESSARY PAPERS REQUIRED BY THE DEPARTMENT OF THE ARMY TO IMPLEMENT SAID PARTICIPATION IN THE PROJECT.

BE IT RESOLVED by the Athens County Board of Commissioners, Athens County, Ohio, that:

Section 1: The Athens County Board of Commissioners authorizes its President, by and through its authorized officers and officials, to participate with the Department of the Army, Corps of Engineers, in the design and construction of the New Marshfield Sewer Project of the Water Resources Development Act of 1999, as amended, which project is located in Athens County, Ohio.

Section 2: The President of the Athens County Board of Commissioners, and other appropriate Athens County Board of Commissioners officials, including the Athens County Board of Commissioners' Attorney, are authorized to execute on behalf of the Athens County Board of Commissioners, Athens County, Ohio, all documents necessary to implement participation by the Athens County Board of Commissioners in the design and construction of the New Marshfield Sewer Project being the design and construction of a new sanitary pump station and force main line in the unincorporated area of New Marshfield, Waterloo Township, Athens County, Ohio, in conjunction with the Department of the Army, Corps of Engineers, including, but not limited to, the Agreement between the Department of the Army and the Athens County Board of Commissioners, for the design and construction of the New Marshfield Sewer Project that provides, among other things, that the Athens County Board of Commissioners shall:

a. Provide without cost to the United States Government all lands, easements, and rights-of-way, including suitable borrow and dredge material disposal areas, all modifications, relocations, and alterations of structures, including but not limited to buildings, utilities, including relocations of on-site underground utilities, roads, bridges,

sewers, and water supply facilities, and repair or replacement of all intakes, drains, and appurtenant facilities necessary for the construction, operation, and maintenance of the Project;

b. Hold and save the United States Government free from damages due to the construction, operation, and maintenance of the Project, exclusive of damages due to the fault or negligence of the United States Government or its contractors;

c. Operate, maintain, replace, and rehabilitate the Project upon completion, and as constructed, in accordance with the regulations or directions by the Secretary of the Army and all without cost to the United States Government;

d. Pay its percentage share of total project costs as required by The Water Resources Development Act of 1986, (Public Law 99-662), as amended, and by the Agreement;

e. Prevent obstruction of or encroachment on the Project that would reduce the level of protection it affords or that would hinder operation and maintenance thereof; AND

f. Comply with the provisions of the Uniform Relocations Assistance and Real Property Acquisitions Policies Act of 1970, Public Law 91-646, approved 2 January 1971; and Section 221, Public Law 91-611, approved 31 December 1970, as amended.

Section 3: The Athens County Board of Commissioners hereby approves and ratifies all prior participation and acts of the Athens County Board of Commissioners, by and through its officials, with the Department of the Army, Corps of Engineers, in relationship to said Project.

Section 4: The President of the Athens County Board of Commissioners and other appropriate Athens County Board of Commissioners officials are hereby authorized to purchase, or otherwise acquire from private property owners, in the name of the Athens County Board of Commissioners, and in accordance with said Agreement, any and all interests in real property necessary for the construction, operation, and maintenance of the property.

Duly passed in accordance with the laws of the State of Ohio, this \_\_\_\_ day of

\_\_\_\_\_, 2025.

ATHENS COUNTY BOARD OF COMMISSIONERS

Passed: 8/12/25 JR

ATTEST:

Jo Ann Rockhok

APPROVED AS TO LEGAL FORM:

Francis A. Lavelle  
FRANCIS LAVELLE,  
Attorney for the  
Athens County Board of Commissioners

ATTESTED AND CERTIFIED AS TRUE AND CORRECT:

Jo Ann Rockhok  
Notary Public



Jo Ann Rockhok  
Notary Public, State of Ohio  
My Commission Expires  
August 23, 2030

**New Marshfield Sewer Project - Letter of Intent, Certification Regarding Lobbying, & Agreement**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Commissioner Eliason to sign a Letter of Intent, the Agreement between The Department of The Army and Athens County Board of Commissioners for Design and Construction Assistance for the New Marshfield Sewer Project, and Certification Regarding Lobbying.

See Complete Documents on front and back of pages 272 - 274.

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

**Executive Session - W&S (Frank LaVelle & DLZ Gary Silcott)**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to enter into executive session at 10:35 with Frank LaVelle and DLZ Gary Silcott to discuss the status of outstanding easements.

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

**Regular Session**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to return to regular session at 11:00 and authorize Frank LaVelle to make offers on the two (2) outstanding easements.

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

**DLZ Gary Silcott - Estates Drive Issue**

Gary Silcott provided the following update on Estates Drive Issue:

- \* Officials met on-site to assess water issues reported by residents.
- \* Observation: The homeowner's sump pump is tied into the sewer line, which is not legal.
- \* Evidence: Sinkhole near the property contained pieces of broken plastic pipe; water bubbling up from the ground likely caused by sump pump discharge.
- \* Water on driveway occurs even when not raining, likely due to sump pump operation.
- \* Opinion: Problem appears unrelated to the water utility's work; more likely due to the homeowner's system or past damage by their installer.
- \* Past history: There was a settlement between the homeowner and TAM for unrelated damage; awaiting settlement details to confirm full release of liability.
- \* Next step: Oscar will need to inform the homeowner to remove sump pump discharge from the sewer system.

**DLZ Gary Silcott - New Marshfield Sewer Project Update**

Gary Silcott provided the following New Marshfield Sewer Project Update:

- \* Funding:
  - \* All necessary funding now lined up, but ARC grant application was denied.
  - \* Reason for denial: Funding was not fully committed at the time of application.
  - \* Without ARC funding, estimated customer sewer bill will be ~\$54/month (would have been \$46 with ARC).
- \* Cost:
  - \* Revised total cost estimated at \$7.5M (down from \$9.2M) due to favorable site conditions and lower rock removal costs.
  - \* Savings reduce monthly customer charges by about \$7 from original projections.
- \* Bids:
  - \* Project expected to go out to bid in September after environmental clearances and funding release.
  - \* Multiple contractors have expressed interest, which could help keep costs competitive.
- \* Paving & Restoration:
  - \* Roads and alleys in New Marshfield will be restored to pre-project condition; CDBG funds or neighborhood revitalization grants could be used for additional improvements.
- \* ARC Grant Discussion:
  - \* Buckeye Hills administering ARC funding; officials will consider follow-up to explore possible reconsideration, though change is unlikely due to other county projects already in line.
  - \* Alternative funding sources, including state capital funds and legislative contacts, will be explored.
- \* Public Meeting
  - \* Public meeting scheduled for Tuesday, August 19 at 6:00 PM at the Senior Center.

**Climate Smart Communities Initiative Project - Planner LaVelle & Rural Action**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the MOU between BSC Group, Inc and Athens County, Ohio.

See back of page 269 for MOU.

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

**Buckeye Hills - Letter of Interest Tomcat Trail**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to agreed to send a letter of interest for the Tomcat Trail as presented by Planner LaVelle and Commissioner Chmiel.

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

**Canaanville Sewer Project**

Commissioner Adkins and Planner LaVelle provided the following Canaanville Sewer Project Update: Planner LaVelle and Commissioner Adkins met with Brent Hayes and Corey Rex to discuss requirements. The project will involve securing a no-rise certificate for an outflow into the Hocking River, establishing a maintenance easement for the outflow pipe, and creating a 30-foot access easement. The work is expected to be straightforward, involving trenching, installing the outflow pipe, and backfilling, with minimal floodplain complications.

**EMS - Rehire**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to rehire Paramedic Kathleen Carrick as presented by Chief Pyle.

Part-time Paramedic Kathleen Carrick with a rate of pay \$18.85/hr. and a start date TBD.

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

**Utility Permits**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following Utility Permits:

Permit No. 25-614

From: Frontier  
500 Lancaster Pike  
Circleville, OH 43113

We hereby request permission to install utility lines within public right-of-way limits.

Location of work: Co Rd # 42, Co Rd Name: Fossil Rock Rd  
Description of Work: Phone  
Type of Installation: Overhead Line Parallel to Rd and Underground (buried) Line Parallel to Rd  
Estimated Project Schedule: 08/15/2025 - 09/15/2025

Agreed to by: /s/Travis Brannon, Frontier  
Athens County Commissioners  
/s/ Lenny Eliason  
/s/ Chris Chmiel  
/s/ Charlie Adkins  
/s/Jeff Maiden, Athens County Engineer

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

**W&S Extensions**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing an extension as requested by Stacey Valentine for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is \$218.74 with \$118.08 to be paid by 08/15/2025. 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.

A motion was made by Mr. Adkins and seconded by Mr. Chmiel authorizing an extension as requested by Chad & Denise McKibben for monies owed the Athens County Water and Sewer District for water and sewer service, the total amount due is

MEMORANDUM OF UNDERSTANDING  
BETWEEN

BSC Group, Inc.  
AND  
Athens County, Ohio

This Memorandum of Understanding ("MOU") is entered into by the BSC Group, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, United States of America (herein "BSC"), and Athens County, Ohio a government entity organized and registered under the laws of the state of Ohio (herein "Athens County").

Recitals

WHEREAS, BSC's mission is to inspire and empower each other and our clients to create meaningful change. BSC uses design, engineering, science, and technology to build, support, and connect with our communities.;

WHEREAS, Athens County's mission is to ensure the safety and longevity of the economic, environmental, and cultural resources of the Athens County community through comprehensive land use planning and hazard mitigation.;

WHEREAS, BSC and Athens County desire to cooperate in areas of mutual concern to enhance the effectiveness of a Climate Smart Communities Initiative grant-funded project: "Studying the Increased Risk of Flood, Erosion, and Sedimentation in Athens County"

NOW, THEREFORE, the parties wish to express their intention to cooperate as follows:

Article I  
Purpose and Scope

- 1.1 The purpose of this MOU is to facilitate cooperation between the parties.
- 1.2 BSC is the recipient of a Climate Smart Communities Initiative Grant together with community partner, Rural Action, and government partner, Athens County. The three partners recognize that flooding, erosion, and sedimentation are a threat to protecting the residents, economy, and environment in Athens County, Ohio. The flood and sediment transport modeling included in the project will provide valuable planning information for the county, communities, and residents. The project timeline coincides with the 5-year update to the Athens County Hazard Mitigation Plan, and it is anticipated that the study process and results will inform suitable mitigation steps.

- 4.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU which will, unless terminated or expired, continue to regulate the relationship between the parties in accordance with the terms thereof.
- 4.3 This MOU may be amended only by mutual written agreement of the parties.

Article V  
Settlement of Disputes

5.1 If there is any dispute between the parties relating to this MOU, the parties will meet informally and make a good faith attempt to resolve the dispute. If the parties recognize such dispute will not be resolved amicably, each party will, unless otherwise agreed at the time, submit the dispute to mediation by a mediation firm that is acceptable to both parties. The parties will share equally the cost of such mediation.

Article VI  
Legal Provisions Relating to Implementation

6.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU constitutes an expression of intent only and not a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither party shall be an agent, representative, or joint partner of the other party; (d) likewise, nothing in this MOU shall be construed as an assignment or assumption of rights, benefits or obligations between the parties; (e) all of Multiplier US's activities provided hereunder are subject to the availability of committed funding; and (f) each party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article VII  
Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Memorandum of Understanding as of the dates set forth below.

Article II  
Areas of Cooperation

The parties intend to cooperate as follows:

2.1 The two primary aspects of the project include (1) stakeholder and community engagement and (2) flood inundation and sediment transport and erosion modeling. BSC Group will provide technical expertise in flood, sediment, and erosion modeling and will provide input to stakeholder engagement that support the development of these models. Athens County will provide local knowledge and data and will ensure that modeling results are available and used in future planning efforts in the County.

Article III  
Responsibilities of Each Party

Each party agrees to contribute to the cooperation under this MOU by undertaking the following responsibilities, within their respective capacities and resources:

- 3.1 BSC Responsibilities
  - Provide overall project management, with support from Rural Action.
  - Provide technical expertise, including flood and sediment transport modeling.
- 3.2 Athens County Responsibilities
  - Support project direction and success with involvement of county agencies that are stakeholders in flooding such as the Regional Planner, Engineer, and Emergency Management Agency.
  - Provide relevant datasets and information, as available and as needed.
  - Offer outreach and logistical support to Rural Action and BSC Group for project outreach and engagement activities.
  - Host and make available flood and sediment transport model data that results from the project.

Article IV  
Term, Termination, and Amendments

4.1 The proposed cooperation under this MOU is effective from August 1, 2025 to July 31, 2026 unless terminated earlier by a Party upon five (5) days' notice in writing to the other Party.

MOU: BSC Group, Inc. and Athens County, OH

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FOR Athens County, OH

Signed: 

Lenny Elason  
President, Athens County Board of  
Commissioners

Date: 8/12/25

FOR BSC Group, Inc.

Signed:

James Fasser, AICP, LEED AP  
Vice President, Planning and Landscape  
Architecture

Date:

\$234.93 with \$178.01 to be paid by 08/13/2025. 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.

**Sheriff's Building Piping Proposals**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Sheriff's Building Piping Proposal from Thompson Plumbing in the amount of \$24,952.00.

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

**HAPCAP Mortgage Satisfaction**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Commissioner Eliason to sign the Satisfaction of Mortgage for Diana M. Enevoldsen.

See Full document on the back of page 270.

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

**Guardian Ad Litem**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Guardian Ad Litem for Cailey Rogers.

See Guardian Ad Litem Agreement on back of page 270.

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

**Sunday Creek Pay Request**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Application #1 for \$698,739.00 from Ferguson Enterprises LLC dba Ferguson Waterworks.

See back of page 270 for Application #1.

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

**DD Computer Request**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the DD Board Computer Request of Five (5) HP 15.6 Diagonal Full HD (1920X1080) Laptops in the amount of \$399 each for a total of \$1,995.00.

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

**HVCRC Termination of Contract**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to acknowledge receipt of the Auditor's termination of contract with HVCRC.

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

**Surplus - Common Pleas Court**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Common Pleas Court Surplus to Redistribute and Destroy of Surplus Property:

Description:

Black Filing Cabinet

Large Desk

Mirror

Monitor Stand

3 Chairs and 1 Rug

Tall Shelving Unit

Tall Shelving Unit

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

**GUARDIAN AD LITEM AGREEMENT**

CAILEY ROGERS, hereby agrees to accept appointments by the Athens County Common Pleas Court, Juvenile Division, to serve as a Guardian Ad Litem for the court when available to do so.

The Athens County Board of Commissioners hereby agrees to extend the General Liability and Public Officials Liability coverage provided by CORSA to Athens County to cover CAILEY ROGERS, while performing services for, and while acting within the scope of authority granted by the Athens County Common Pleas Court, Juvenile Division.

*Cailey Rogers*  
 CAILEY ROGERS, Guardian Ad Litem

*Zachary L. Saunders*  
 Zachary L. Saunders, Judge

*Lenny Eliason*  
 President, Board of Commissioners

**SATISFACTION OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that the Board of County Commissioners of Athens County, with its offices located at 15 S. Court St. Athens, Ohio 45701, does hereby certify that the following described MORTGAGE DEED(S) have been fully satisfied, and the County Recorder is authorized to discharge the same of record.

Name of Mortgagor(s)	Date of Mortgage	Date Recorded	Athens Co. Records Vol.	Ref. Page
Diann M. Enevoldsen 12184 Bean Hollow Rd. Amendment- Athens, OH. 45701	10/26/2011	11/15/2011	465	690-692
	06/04/2012	06/12/2012	472	913-914

IN WITNESS WHEREOF, the undersigned has hereunto set hand this 12 day of August, 2025, by the President of the Board of County Commissioners of Athens County, State of Ohio

ATHENS COUNTY BOARD OF COMMISSIONERS  
 PRESIDENT

BY: *Lenny Eliason*  
 Lenny Eliason, President

The foregoing instrument was acknowledged before me this 12 day of August, 2025, by Lenny Eliason, President of the Athens County Board of Commissioners, in the individual and official capacities.

*Jo Ann Rockhold*  
 Notary Public



Jo Ann Rockhold  
 Notary Public, State of Ohio  
 My Commission Expires  
 August 03, 2030

This document was prepared by Hocking Athens Perry Community Action Agency

**OHIO WATER DEVELOPMENT AUTHORITY  
 CONTRACTOR'S ESTIMATE**

**TO OWNERS:**  
 Athens County Commissioners  
 15 South Court Street, 2nd Floor  
 Athens, Ohio 45701

Sunday Creek Valley Water District  
 12946 Second Street  
 Millfield, Ohio 45761

**FROM CONTRACTOR:**  
 Ferguson Enterprises LLC dba Ferguson Waterworks  
 751 Lakelmont Commons  
 Newport News, VA 43608

**PROJECT:**  
 Contract 3: Water Service Components (Materials Only)

APPLICATION NO: 1  
 PERIOD TO: Start 7/31/2025  
 OWDA LOAN NO: 1133011344  
 EPA: F5381331-00059  
 OH-21349-2023

FOR OWDA OFFICE USE ONLY	
Fund:	_____
Voucher:	_____
OWDA Pay:	_____
Date:	_____

1 ORIGINAL CONTRACT PRICE	\$698,739.00
2 Net change by CHANGE ORDER	\$0.00
3 CURRENT CONTRACT PRICE (Line 1 + 2)	\$698,739.00
4 TOTAL COMPLETED & STORED TO DATE	\$698,739.00
5 RETAINAGE	
a. 0 % of completed work	\$0.00
b. 0 % of stored work	\$0.00
Total Retainage (Line 5a + 5b)	\$0.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$698,739.00
7 LESS PREVIOUS PAYMENTS (Line 6 from prior certificate)	\$0.00
8 CURRENT PAYMENT DUE	\$698,739.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved Change Orders through Change Order No:		
NET CHANGES by Change Order		\$0.00

**CONTRACTOR'S CERTIFICATE**  
 I hereby certify that the above materials and services have been furnished and performed in accordance with the conditions of the contract for the above work, and that payment has not been received and therefore is due and to be paid on said contract.

**CONTRACTOR:**  
 BY: *Brandon Pontoux*      DATE: 8/6/2025

**ENGINEER:**  
 Arcadia      BY: Randy Stoll, P.E.      DATE: 8/5/2025

**OWNER:**  
 Athens County Commissioners      BY: *Lenny Eliason*      DATE: 8/12/25

**OWNER:**  
 Athens County Commissioners      BY: Charles Patton, Jr.      DATE: 8/6/2025

**OWDA:**  
 Chief Engineer      Executive Director

**Engineer - OPWC Disbursements (CU45AB)**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Engineer - OPWC Disbursements (CU45AB) request #1 in the amount of \$43,820.26.

See OPWC Disbursements (CU45AB) on the back of page 271.

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

**DD ABEA Union Contract**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Collective Bargaining Agreement Between The Athens County Board of Developmental Disabilities and The ATCO-Beacon Education Association from August 22, 2025 to August 21, 2028.

Full Document Available on File in the Commissioners Office.

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

**Travel**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following travel:

Common Pleas: Magistrate Meg Saunders - Magistrate Training, Ohio Supreme Court; 09/17 - 09/19/25  
WIOA: Morgan Delay; 2025 BB2C Community & Career Connected Learning Summit, Portsmouth OH; 9/26/25

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

**ATCO Lease**

Commissioner Eliason stated that he got a response from Samuel Thornton about the ATCO Lease, he stated that the Commissioners will discuss at next weeks meeting (August 19, 2025).

**Suspend Rules**

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

Meeting Dates Change

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

**Meeting Dates Change**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the following Meeting Date Changes:

Move Tuesday, September 23, 2025 to Wednesday, September 24, 2025  
Move Tuesday, October 21, 2025 to Thursday, October 23, 2025

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

**AUTHORIZED CERTIFICATIONS FOR OPWC DISBURSEMENTS**

This Disbursement Request Certification is for CU45AB (Project ID) Request Number 1 in the amount of \$ 43,820.26

**OHIO PUBLIC WORKS COMMISSION  
DISBURSEMENT REQUEST FORM AND CERTIFICATION**

**PROJECT MANAGER CERTIFICATION:**

I certify that the work items invoiced under this Disbursement Request Form and Certification are exclusively associated with the Project and have been completed in a satisfactory manner. This request reflects Project completion at an estimated 100 % . I further certify, based on what has been provided to me by the vendor, that the work has been completed with the terms of the Agreement, including payment of the applicable prevailing wage rates.

D. S. Stevens  
Dobson Stevens, Assistant County Engineer  
PM Name, PM Title  
8/7/2025  
Date

**CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:**

Pursuant to Section V. B. and V. C. of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer, as both are designated in Appendix A of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix B of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- Each item of Project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- Each item for which payment is requested is or was necessary in connection with the performance of the Project;
- In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs as soon as possible;
- This statement and attachments hereto shall be as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this \_\_\_\_\_ day of \_\_\_\_\_

Jill Davidson  
Jill Davidson, Athens County Auditor  
CFO Name, CFO Title  
Lenny Elia  
Lenny Elia, Athens County Commissioner  
CEO Name, CEO Title

Statement requesting the disbursement of funds from the OPWC pursuant to Section V of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission ("Director") and Athens County, (the "Recipient"), dated 03/23/2025, for the sole and express purpose of financing the Capital Improvement defined and described in Appendix A of the Agreement (the "Project") and named as numbered as CU45AB.

EXPENDITURES PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
A) Engineering	\$0	\$ 0.00	\$	\$ 0.00
B) Right-of-Way	\$0	\$ 0.00	\$	\$ 0.00
C) Construction	\$119,500	\$ 0.00	\$ 51,553.25	\$ 51,553.25
D) Materials Purchased Directly	\$0	\$ 0.00	\$	\$ 0.00
E) Permits, Advertising, Legal	\$0	\$ 0.00	\$	\$ 0.00
F) Construction Contingencies	\$0	\$ 0.00	\$	\$ 0.00
<b>G) Total Expenditures</b>	<b>\$119,500</b>	<b>\$ 0.00</b>	<b>\$ 51,553.25</b>	<b>\$ 51,553.25</b>

FINANCING PROGRESS:	(1) AS PER AGREEMENT	(2) PRIOR DISBURSED	(3) AS PART OF THIS DRAW	(4) PAID TO DATE (Column 2 + 3)
H) OPWC Funds	\$101,575	\$ 0.00	\$ 43,820.26	\$ 43,820.26
I) Local Share				
1) In-kind Contributions	\$0	\$	\$	\$ 0.00
2) Public Revenues	\$17,925	\$ 0.00	\$ 7,732.99	\$ 7,732.99
J) Other Revenues				
1) ODOT/FHWA	\$0	\$ 0.00	\$	\$ 0.00
2) OEP/OWDA	\$0	\$ 0.00	\$	\$ 0.00
3) CDBG	\$0	\$ 0.00	\$	\$ 0.00
4) USDA	\$0	\$ 0.00	\$	\$ 0.00
5) Other	\$0	\$ 0.00	\$	\$ 0.00
<b>K) Total Local and Other Revenue</b>	<b>\$17,925</b>	<b>\$ 0.00</b>	<b>\$ 7,732.99</b>	<b>\$ 7,732.99</b>
<b>L) Total Financing (H+K)</b>	<b>\$119,500</b>	<b>\$ 0.00</b>	<b>\$ 51,553.25</b>	<b>\$ 51,553.25</b>

(NOTE: Column totals for Line L must be equal to the column totals for Line G)

ATHENS COUNTY ENGINEER'S OFFICE		Project Name		Dates	
Jeff Madden, P.E., P.S., Athens County Engineer 16000 Canaanville Road Athens, Ohio 45701 Office (740) 593-5514 Fax (740) 592-4616		CU473.36 Hogue Hollow Slip Repair		03/2025 - 09/2025	
Project Cost Summary					
Item Description	Material	Subcontract	Equipment	Labor	Notes
12 15T F854	5600.00				8900.00 Blasted Stone
14 80T F854	5839.00				5812.00 1/2in Aggregate
127 Guardrail	51,007.50				54,000.00 PM
127 Guardrail		1171.00			1114.00 Performance Signs
County Stock Material	516,465.97				516,465.97 From Daily Crew Worksheet
Equipment Rental	517,744.07			510,000.00	517,744.07 From Daily Crew Worksheet
Money Value					21,000.00 From Labor Contract
<b>Total Project Cost *</b>					<b>\$53,953.25</b>
					<b>85% Reimbursement OPWC =</b>
					<b>\$43,820.26</b>

Subdivision Name: Athens County  
Project Name: ATH-CK47-3.36 Hogue Hollow Slip Repair  
OPWC Control No.: CU45AB  
Disbursement Request Form - Page 3  
Disbursement Request F / Circle if Final

**CONTRACTOR/VENDOR PAYEE IDENTIFICATION**

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense. All information must be provided:

- AMOUNT TO BE PAID CONTRACTOR/VENDOR by OPWC **\$ 43,820.26**  
PAYEE: Athens County Engineer's Office  
ADDRESS: 16000 Canaanville Road  
Athens, OH 45701  
PHONE: 740-593-5514  
FEDERAL TAX ID: 31-6400063  
OAKS Number: 0000056161
- AMOUNT TO BE PAID CONTRACTOR/VENDOR by OPWC  
PAYEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FEDERAL TAX ID: \_\_\_\_\_
- AMOUNT TO BE PAID CONTRACTOR/VENDOR by OPWC  
PAYEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FEDERAL TAX ID: \_\_\_\_\_
- AMOUNT TO BE PAID CONTRACTOR/VENDOR by OPWC  
PAYEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
FEDERAL TAX ID: \_\_\_\_\_

**OPWC USE ONLY**

Approval By: \_\_\_\_\_ Date: \_\_\_\_\_  
Reviewed By: \_\_\_\_\_

LETTER OF INTENT

Colonel Phillip J. Valenti, District Commander  
U.S. Army Corps of Engineers, Huntington District  
502 Eighth Street  
Huntington, West Virginia 25701-2070

  
LENNY ELIASON  
President  
Athens County Board of Commissioners  
DATE: 8/12/25

RE: Letter of Intent/Statement of Financial  
Capability  
New Marshfield Sewer Project

Dear Colonel Valenti:

The Athens County Board of Commissioners ("Board") has completed its review of the draft Agreement between the Board and the Department of the Army for design and construction of the New Marshfield Sewer Project in the unincorporated area of New Marshfield, Township of Waterloo, Athens County, Ohio.

The Board understands that the proposed Section 594 Project will include design and construction of a new sanitary pump station and force main line in vicinity of Five Points Road and SR 691, including approximately 20,000 linear feet of sanitary sewer pipe, manholes, connections to the existing sewer system, cleanouts, site restoration, and erosion control measures in the unincorporated area of New Marshfield, Township of Waterloo, Athens County, Ohio, as generally described in the "Letter Report, Section 594 Ohio Environmental Infrastructure Program, New Marshfield Sewer Project".

Further, the Board understands that the Agreement in Article VI states that estimated total project costs are \$1,333,333, of which the Board's share will be 25% or an estimated amount of \$333,333 and the Government's share will be 75% or an estimated amount of \$1,000,000. The Board's source of funds for its share of total project costs comes from the Ohio EPA Water Pollution Control Loan Fund. Operation and maintenance costs for the Project are estimated to be \$42,732 annually and will be paid through user fees.

The Board has determined that the draft Agreement contains terms which are acceptable. The Board has the ability, the capability, and the full legal authority to fulfill all its obligations contained in the Agreement as drafted. The Board intends to enter into the Agreement with the Department of the Army for design and construction of the project.

It is understood that the purpose of this letter is to establish the Board's intent and ability to serve as a Non-Federal Sponsor of the Project and does not financially or legally obligate the Board or the Federal Government.

2

NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR DECISION DOCUMENTS AND AGREEMENTS

CERTIFICATION REGARDING LOBBYING

I, Lenny Eliason, do hereby certify that I am the Chief Financial Officer of the Athens County Board of Commissioners (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the New Marshfield Sewer Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the New Marshfield Sewer Project Agreement. I understand that the Government's acceptance of this self-certification shall not be construed as obligating either the Government or the Non-Federal Sponsor to implement a project.

The undersigned certifies, to the best of his or her knowledge and belief that:

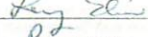
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

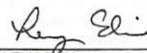
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

IN WITNESS WHEREOF, I have made and executed this certification this 12 day of August, 2025.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY:   
TITLE: President  
DATE: 8/12/25

  
LENNY ELIASON  
President of the  
Athens County Board of Commissioners  
DATE: 8/12/25

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
ATHENS COUNTY BOARD OF COMMISSIONERS  
FOR  
DESIGN AND CONSTRUCTION ASSISTANCE  
FOR THE  
NEW MARSHFIELD SEWER PROJECT

ARTICLE I - DEFINITIONS

A. The term "Project" means design and construction of a new sanitary pump station and force main line in vicinity of Five Points Road and SR 691, including approximately 20,000 linear feet of sanitary sewer pipe, manholes, connections to the existing sewer system, cleanouts, site restoration, and erosion control measures, as generally described in the "Letter Report, Section 594 Ohio Environmental Infrastructure Program, New Marshfield Sewer Project", located in an unincorporated area of New Marshfield, Township of Waterloo, Athens County, Ohio, dated \_\_\_\_\_, 2025, and approved by the District Commander for the Huntington District on \_\_\_\_\_, 2025.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "project costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of the Project and cost shared. The term includes the Non-Federal Sponsor's eligible pre-Agreement design work costs, if any; the Government's costs for conducting environmental compliance activities, providing management oversight and technical assistance, as needed, preparing monthly financial reports, reviewing design work, appraisals, and invoices provided by the Non-Federal Sponsor, conducting periodic inspections during construction, and any other costs incurred by the Government pursuant to the provisions of this Agreement; the Non-Federal Sponsor's eligible costs for engineering, design, construction, and supervision and administration; the Non-Federal Sponsor's eligible costs for providing real property interests and relocations, and performing permit work; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; audits; betterments; or the Non-Federal Sponsor's cost to negotiate this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required by applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

2

THIS AGREEMENT is entered into this 12<sup>th</sup> day of August, 2025, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Huntington District (hereinafter the "District Commander") and the Athens County Board of Commissioners (hereinafter the "Non-Federal Sponsor"), represented by its President.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design and construction assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in Ohio or North Dakota, including projects for wastewater treatment and related facilities, combined sewer overflow, water supply, storage, treatment, and related facilities, mine drainage, and surface water resource protection and development pursuant to Section 594 of the Water Resources Development Act of 1999, Public Law 105-53, as amended (hereinafter "Section 594");

WHEREAS, Section 594(d)(3) provides that the Federal share of project costs under each agreement entered into under Section 594 shall be 75 percent, which may be in the form of reimbursements;

WHEREAS, as of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is \$1,000,000; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

F. The term "pre-Agreement design work" means the design work performed by the Non-Federal Sponsor prior to the effective date of this Agreement that the Government determines was accomplished in a satisfactory manner and is necessary for the Project.

G. The term "betterment" means a difference in the design or construction of an element of the Project that results from applying standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that element.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. As of the effective date of this Agreement, the total amount of Federal funds available for the Federal share of project costs under this Agreement is limited to \$1,000,000. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall be responsible for all costs in excess of this amount.

B. The Non-Federal Sponsor shall design and construct the Project in accordance with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto and the following:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of the Project. The Non-Federal Sponsor hereby gives the Government a right to enter, at reasonable times and in a reasonable manner, upon property that the Non-Federal Sponsor now or hereafter owns or controls for the purpose of performing inspections pursuant to Article II.D.

2. The Non-Federal Sponsor shall afford the Government the opportunity to review and comment on all design work, including relevant plans and specifications, and related contract solicitations, prior to the Non-Federal Sponsor's issuance of such solicitations. In addition, until the Government has provided written confirmation that environmental compliance has been completed, the Non-Federal Sponsor shall not issue the solicitation for the first construction contract for the Project or commence construction of the Project using its own forces.

3. The Non-Federal Sponsor is responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of the Project and for ensuring compliance with all requirements of such permits and licenses.

4. The Non-Federal Sponsor shall establish and maintain such legal and institutional structures as necessary to ensure the effective long-term operation of the Project at no cost to the Government.

5. Upon completion of design, the Non-Federal Sponsor shall furnish the Government with copies of the completed design.

6. The Non-Federal Sponsor shall operate and maintain the Project at no cost to the Government. The Non-Federal Sponsor shall furnish the Government with a copy of the as-built drawings for the completed work.

7. No more frequently than every 30 calendar days, the Non-Federal Sponsor shall provide the Government an invoice with the documentation required by Article V for the Government to determine whether costs incurred by the Non-Federal Sponsor are eligible for inclusion in project costs. If the Non-Federal Sponsor incurred costs for pre-Agreement design work, documentation of such costs shall be included in the Non-Federal Sponsor's initial invoice. Following completion of the Project, the Non-Federal Sponsor shall notify the Government, which shall conduct a final inspection of the Project. No later than 60 calendar days after the Government conducts the final inspection, the Non-Federal Sponsor shall provide its final invoice, unless an extension is requested by Non-Federal Sponsor in writing and approved by the Government.

C. Using information developed and provided by the Non-Federal Sponsor, the Government shall ensure environmental compliance activities necessary to achieve compliance with all applicable environmental laws and regulations for design and construction of the Project are completed prior to initiation of construction. The Government will notify the Non-Federal Sponsor in writing when such compliance has been completed.

D. The Government may perform periodic inspections to verify the progress of construction and that work is being performed in a satisfactory manner. In addition, the Government may provide technical assistance to the Non-Federal Sponsor on an as-needed basis during design and construction of the Project. Further, the Government shall perform a final inspection to verify satisfactory completion of the Project.

E. Subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall be responsible for 75 percent of project costs, with reimbursement for costs incurred by the Non-Federal Sponsor determined in accordance with this paragraph. The Government shall review each invoice provided by the Non-Federal Sponsor and, based on the procedures, requirements, and conditions provided in Article V, shall determine the costs, or portion thereof, that are eligible for inclusion in project costs. To the maximum extent practicable, within 30 calendar days of receipt of each invoice, the Government, subject to the availability of Federal funds, shall reimburse the Non-Federal Sponsor for 75 percent of the Non-Federal Sponsor's eligible costs included in each invoice, less 25 percent of the costs incurred by the Government during that same invoice period. The

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Government shall provide a written explanation to the Non-Federal Sponsor for costs it determines are not eligible for inclusion in project costs.

F. The Government shall ensure compliance with the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. 300101-307108), prior to initiation of construction. All costs incurred by the Government and the Non-Federal Sponsor for actions associated with historic preservation, including the identification and treatment of historic properties as those properties are defined in the NHPA and the mitigation of adverse effects other than data recovery, as the Government determines necessary and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of such costs, shall be included in project costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for the Project may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for the Project, in accordance with 54 U.S.C. 312508, the Government will seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Project. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

H. The Non-Federal Sponsor and the Government, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

I. If the Non-Federal Sponsor elects to include betterments in the design or construction of the Project, the Non-Federal Sponsor shall notify the Government in writing and describe the betterments it intends to design and construct. The Non-Federal Sponsor shall be solely responsible for all costs due to betterments, including costs associated with obtaining permits for such work, without reimbursement by the Government.

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ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law, that may exist in, on, or under real property interests required for construction, operation, and maintenance of the Project.

B. In the event the Non-Federal Sponsor discovers that HTRW exists in, on, or under any of the real property interests needed for construction, operation, and maintenance of the Project, the Non-Federal Sponsor shall provide written notice to the Government within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under real property interests the Non-Federal Sponsor owns or controls or after acquisition of the real property interests, no further Project activities within the contaminated area shall proceed until the parties agree on an appropriate course of action.

1. If the Non-Federal Sponsor initiates or continues construction, the Non-Federal Sponsor shall be responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government.

2. In the event the Non-Federal Sponsor fails to discharge its responsibilities under this Article, the Government may suspend or terminate future performance under this Agreement, including reimbursements pursuant to Article II.E.

C. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of the Project for purposes of CERCLA liability or other applicable law.

D. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

ARTICLE V - DETERMINATION OF ELIGIBLE NON-FEDERAL SPONSOR COSTS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in project costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

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ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government and the Non-Federal Sponsor shall jointly determine the real property interests required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps as appropriate, of such real property interests. Prior to the Non-Federal Sponsor initiating acquisition of such real property interests or initiating construction on real property interests it already owns or controls, the Non-Federal Sponsor, in accordance with Article IV.A., shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for construction, operation, and maintenance of the Project. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire such real property interests and notify the Government in writing when such interests have been acquired. The Non-Federal Sponsor shall ensure that all real property interests required for the Project are retained in public ownership.

B. The Government and the Non-Federal Sponsor shall jointly determine the relocations required for construction, operation, and maintenance of the Project, and the Non-Federal Sponsor shall provide the Government with general written descriptions, including maps and plans and specifications, as appropriate, for such relocations. Upon written confirmation by the Government, the Non-Federal Sponsor shall perform or ensure performance of such relocations and notify the Government in writing when such relocations have been accomplished.

C. In acquiring the real property interests for the Project, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displaced persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

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1. Real Property Interests.

a. General Procedure. The Government shall include in project costs the value of required real property interests acquired from private owners after the effective date of this Agreement except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for inclusion in project costs. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor concludes the acquisition of the interest. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for valuation purposes.

(3) The Government shall include in the project costs the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the request of the Non-Federal Sponsor, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for purpose of instituting the eminent domain proceeding. The fair

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market value for valuation purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. **Waiver of Appraisal.** Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at \$16,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. The Government may approve exceeding the \$15,000 threshold, up to an amount of \$35,000, if the Non-Federal Sponsor offers the owner the option of having the Non-Federal Sponsor appraise the real property interest.

(2) If the Non-Federal Sponsor determines that the acquisition is uncomplicated, has a low fair market value, and the Non-Federal Sponsor offers the owner the option to have the property appraised, the Non-Federal Sponsor may request in writing approval to use a waiver valuation for properties with estimated values of more than \$35,000 and up to \$50,000. If use of a waiver valuation is approved by the Government, the Non-Federal Sponsor shall provide a report measuring the cost and time benefits, condemnation rate, settlement rate, and other relevant metrics to document the administrative savings, accuracy, and efficacy of the use of the waiver valuation.

d. **Incidental Costs.** The Government shall include in project costs eligible incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs after the effective date of this Agreement in acquiring required real property interests from private owners. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable state law due to the acquisition of required real property interests.

e. Except for permit work pursuant to Article V.A.4., any publicly owned real property interests required for the Project will be provided by the Non-Federal Sponsor at no cost to the Government.

2. **Relocations.** The Government shall include in project costs eligible costs of required relocations performed by the Non-Federal Sponsor after the effective date of this Agreement.

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publicly owned or controlled real property interests. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits. Failure to comply with these permits and licenses may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for design and construction of the Project in project costs.

5. **Compliance with Federal Labor Laws.** In undertaking construction and relocations, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act). The Non-Federal Sponsor's failure to comply with these laws may result in the Government denying, in whole or part, inclusion of the Non-Federal Sponsor's costs for relocations and construction of the Project in project costs.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and permit work that exceed 25 percent of project costs, and any such excess amount cannot be applied towards the non-Federal cost share for another project; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Agreement design work.

#### ARTICLE VI - ACCOUNTING

A. As of the effective date of this Agreement, project costs are projected to be \$1,333,333, with the amount of Federal funds available for such work limited to \$1,000,000. Costs incurred by the Government are projected to be \$100,000. Costs incurred by the Non-Federal Sponsor are projected to be \$1,233,333, which includes eligible design and construction work after the effective date of this Agreement projected to be \$1,233,333, eligible pre-Agreement design work projected to be \$0, eligible real property interests projected to be \$0, eligible relocations projected to be \$0, and eligible permit work projected to be \$0. Reimbursements pursuant to Article II.E. for eligible costs incurred by the Non-Federal Sponsor are projected to be \$900,000. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. The Government shall provide the Non-Federal Sponsor with monthly financial reports setting forth the estimated project costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government to date; costs incurred by the Non-Federal Sponsor to date; the total amount of reimbursements made to the Non-Federal Sponsor to date; and the balance of the Federal funds available for the Project.

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a. For a relocation other than a highway, eligible costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and by the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, eligible costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Ohio would apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. **Design and Construction Work.** The Government shall include in project costs eligible costs of the design and construction work performed by the Non-Federal Sponsor after the effective date of this Agreement and eligible costs of pre-Agreement design work, if any.

a. The Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the amount of eligible costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Agreement design work is expressed as fixed costs plus a percentage of project costs, the Non-Federal Sponsor shall calculate such costs based on actual costs.

b. The following costs are not eligible for inclusion in project costs: interest charges, or any adjustment to reflect changes in price levels after completion of the design or construction work; pre-Agreement design work previously reimbursed under another agreement; costs that exceed the Government's estimate of the cost for such design and construction work design or construction work obtained at no cost to the Non-Federal Sponsor; or any construction work initiated prior to completion of environmental compliance.

4. **Permit Work.** The Government shall include in project costs eligible costs of permit work performed by the Non-Federal Sponsor after the effective date of this Agreement. Eligible costs shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design and construction of the Project, including the permits necessary for construction, operation, and maintenance of the Project on

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C. After the Non-Federal Sponsor has provided its final invoice to the Government, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. As a part of the final accounting, the Government will determine the total reimbursable amount by taking 75 percent of eligible costs incurred by the Non-Federal Sponsor, less 25 percent of the costs incurred by the Government for the Project. Should the final accounting determine that funds in excess of the total reimbursable amount have been reimbursed to the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such excess reimbursement by delivering a check payable to "FAO, USAED, Huntington (H1)" to the District Commander, or by providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. Should the final accounting determine that the reimbursements provided to the Non-Federal Sponsor are less than the total reimbursable amount, then subject to the limitation on available Federal funds identified in Article II.A. for the Federal share of project costs under this Agreement, the Government shall reimburse the Non-Federal Sponsor for the amount equal to such difference.

#### ARTICLE VII - TERMINATION OR SUSPENSION

If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement, the Government may suspend or terminate this Agreement. If the Government determines that the Federal funds available for the Project will be exhausted prior to completion of the Project, the Government shall notify the Non-Federal Sponsor and the Non-Federal Sponsor may continue with design and construction of the Project, at no cost to the Government, and with no further participation in the Project by the Government.

#### ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design, construction, or operation and maintenance of the Project, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the

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services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in project costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

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If to the Non-Federal Sponsor:  
 President  
 Athens County Board of Commissioners  
 15 South Court, Room 234  
 Athens, Ohio 45701

If to the Government:  
 District Commander  
 U.S. Army Corps of Engineers, Huntington District  
 502 Eighth Street  
 Huntington, West Virginia 25701-2070

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

ATHENS COUNTY BOARD OF COMMISSIONERS

BY: \_\_\_\_\_  
 PHILLIP J. VALENTI  
 Colonel, U.S. Army  
 District Commander

BY: *Lenny Eliason*  
 LENNY ELIASON  
 President

DATE: \_\_\_\_\_

DATE: 8/12/25

CERTIFICATE OF AUTHORITY

I, Francis Lavelle, do hereby certify that I am the principal legal officer for the Athens County Board of Commissioners; that the Athens County Board of Commissioners is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement the Department of the Army and the Athens County Board of Commissioners in connection with the New Marshfield Sewer Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement, and that the person who executed this Agreement on behalf of the Athens County Board of Commissioners acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 12 day of AUG 2025.

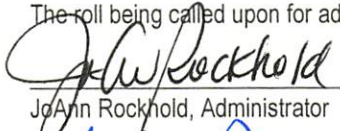
*Francis Lavelle*  
 FRANCIS LAVELLE  
 Attorney for the  
 Athens County Board of Commissioners

*\* FOR THE NEW MARSHFIELD SEWER PROJECT*

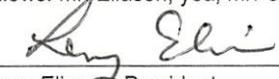
**Adjourn**

A motion was made by Mr. Adkins and seconded by Mr. Chmiel 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