

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, May 27, 2025 Convenes at 9:30 a.m.

- Approve Agenda
- Approve Minutes May 13, 2025 & May 20, 2025
- Approve Appropriations, Transfers, New Line Items Requests/Changes, Then & Nows, & Bills

- 9:30 Planner Connor LaVelle - OHFA
- 9:45 DJFS Dir Jean Demosky - weekly updates
- 10:00 CORSAs
- 10:30 JAG Quarterly Update
- 11:30 LUNCH

Agenda Items

- Amended Certificate
- Assigned Counsel Report from Auditors Office
- Regular Work & Extra Work Change Order - ATH-Chauncey Bikeway (Ratify Commissioner Eliason's Signature)
- Sunday Creek Bid Awards (Ratify Commissioner Eliason's Signature)
- DYS Grant 2026
- Proclamation - Amateur Radio Operators Appreciation
- Surplus - 911
- Health Dept Titles
- Surplus - EMS
- Proclamation - 2025 Firefighter Safety Stand Down
- Engineer- Smolen Contract
- Frontier Broadband Agreement Amesville
- Award Bid Blackwood Bridge Construction Project
- ATH-CR 46C-0.96 LPA Federal Local-LET Project Agreement

~TRAVEL

- add - Comm Lenny Eliason; CCAO Meeting, Columbus OH; 08/08/25
- add - Comm Lenny Eliason, Charlie Adkins, & Chris Chmiel; CCAO Summer Conference, Hocking County; 08/24-08/26/25

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 May 13, 2025 and May 20, 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 and approving the payment of the required County Bills, which are included in the Auditor's Office INVOICE TRACKING REPORT - From: 05/15/2025 To: 05/20/2025, INVOICE TRACKING REPORT - From: 05/20/2025 To: 05/22/2025, INVOICE TRACKING REPORT - From: 05/22/2025 To: 05/27/2025 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.

OHFA - Planner Connor LaVelle

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve and submit the letter to OHFA:
May 27, 2025

Ohio Housing Finance Agency
2600 Corporate Exchange Drive, Suite 300
Columbus, OH 43231

RE: OHFA ANNUAL PLAN – FY26

To whom it may concern,

The Athens County Board of Commissioners is submitting comment regarding the recently released draft of the *OHFA Annual Plan – Fiscal Year 2026*. This submission stems both from the noticeable increase in OHFA-based developments within the unincorporated areas of Athens County as well as recent citizen input provided at meetings of the Board.

The construction of new, affordable housing throughout Athens County is a recognized need, and the Commission is grateful that the ultimate deliverables of OHFA projects are safe, cost-efficient units for the Athens County community. The focus of this comment is not on the projects themselves but instead the current OHFA review process and the limited opportunities for community input and education during project development. Likewise, this comment will explain the infrastructure concerns the Board of Commissioners has regarding these projects and their impacts throughout the surrounding area. Finally, this comment will explain the need for OHFA projects to take into consideration the existing comprehensive plans of the jurisdictions they are building within.

Community Input & Education

Page 13 of the draft *OHFA Annual Plan* states that "Guiding Principle 3" is to "educate stakeholders and the public about Ohio's housing challenges and how OHFA programs address them." On this, OHFA and the Board of Commissioners agree. How this "Guiding Principle" is put into practice, however, warrants reevaluation. The Board of Commissioners has recently received both written and in-person concerns from property owners neighboring future 4% LIHTC with OLIHTC developments. The neighboring owners have shared their confusion surrounding these projects and would benefit from clearer notice and communication from either OHFA or the developers throughout the LIHTC/OLIHTC process.

The certified notices issued to jurisdictions within a ½ mile of a LIHTC/OLIHTC development is appreciated and the Board of Commissioners encourages the continuation of this practice. In the future, it would be useful for this notice to include an explanation of how comments and concerns submitted by relevant jurisdictions will be incorporated into the final designs and development of these projects. Additionally, OHFA could consider requiring a representative of the developer to appear before a jurisdiction's legislative body, if requested by the jurisdiction, to provide clarity to their initial notice and answer any questions the governing body has prior to submitting their written comment.

Infrastructure Impacts

Another important concern the Board of Commission has, as it relates to the draft *OHFA Annual Plan*, is a clear understanding of the future infrastructure impacts that OFHA developments have on the surrounding community. Section 3.2 within the draft plan states that it is a goal of the Ohio Housing Finance Agency to "cultivate strong partnerships outside of the housing sector to promote research and informed decision-making as well as leverage funding and support for multisector approaches to increase access to affordable housing." Again, the Board of Commissioners and OFHA seem to be in agreement with the spirit of this goal. The concern is how this increased accessibility to affordable housing is developed and financed.

The Board of Commissioners finds that the maintenance and improvement of rights of way and public amenities like sidewalks are vital to improving a community's access to affordable housing, as well as residents' access to the community. Without the statutory ability to assess development impact fees, however, a county or township is limited in how it can improve public infrastructure neighboring new development. The Board of Commissioners would ask OFHA to consider the greater impact that new projects can have on a rural community's existing infrastructure, as well as the potential need for new public improvements associated with these developments. When reviewing Section 3.2 of the draft *Annual Plan*, the goal to "leverage funding and support" should extend beyond the property lines of these developments to include assistance to local jurisdictions in supporting improvements to the public facilities that these new developments benefit from.

Comprehensive Plan Integration

The Athens County Comprehensive Land Use Plan highlights the need for promoting "durable, safe, and healthy housing that is affordable, resource efficient, and accessible for all citizens." Likewise, the County's Comprehensive Plan explains that "arterial routes and neighborhoods in and around many urban places do not have adequate pedestrian linkages." As new OHFA-funded projects develop, it would be beneficial for the developers to explain how their site fits within the jurisdiction's existing Comprehensive Plan. By doing so, OHFA and the developers can ensure greater conformity to the goals of the local community that they will be serving. While the Board of Commissioners understands that not every jurisdiction or county will have its own comprehensive land use plan, those that do would benefit from its application during the OFHA process.

Thank you for the opportunity to submit comment regarding the draft *OHFA Annual Plan – FY26*. Please do not hesitate to contact the Athens County Board of Commissioners regarding any questions that arise from this comment.

Respectfully,

/s/Lenny Eliason, President

/s/Charlie Adkins

/s/Chris Chmiel

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

Regular Work & Extra Work Change Order - ATH-Chauncey Bikeway

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to ratify Mr. Eliason's signature on the Regular Work & Extra Work Change Orders for ATH-Chauncey Bikeway. See back of page 176 for copy of change orders.

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



Regular Work Change Order

Alan Stone Co., Inc. Change Order

Alt ID	Change Order Number	County/Route/Section	CONT ID	Federal Number
230741	0067	0319-000019-0510000	031919047	03002300

I hereby agree to perform the Additional items listed below for the specified unit price or lump sum and further I hereby agree to the Non-Performance of items listed below for a grand total of based on the listed quantities. I hereby release the Department from any further obligation for compensation for any direct and indirect costs incurred as a result of the performance of the Additional & items or Non-Performances listed below.

I hereby agree to the Contract changes set forth in this Change Order and release the Department from any further obligation for compensation for any known or suspected substantive direct and indirect costs incurred except as mutually agreed and described in the Explanation of Necessity.

Execution of this Change Order does not invalidate any provisions of the Contract nor release the Surety from any of the terms or conditions stated therein.

Change Order Grand Total (\$28,000.00)

Alan Stone Co., Inc.

By Contractor		Recommended by	
_____	_____	_____	_____
Title	Date	Title	Date
Approved by		Acknowledged by (Local Agency)	
_____	_____	_____	_____
Title	Date	Title	Date

Attach copy of written concurrence.



Regular Work Change Order

Alan Stone Co., Inc. Change Order

Cont Ln	Proj Nbr	Proj Ln	Item Code	Unit	Quantity	Unit Price	Additions	Non-Performance
0064	ATH106647-1	0051	505E11100	LS	1.000	\$28,000.00		(\$28,000.00)

Description: PILE DRIVING EQUIP MOBILIZATION

Grand Totals (\$28,000.00)
Change Order Total (\$28,000.00)

Proj Nbr	State Acct Code	State Funding Code	Funding Source Code	Funding Source Desc	Source Part %
ATH106647-1	4BG7		CNTY	COUNTY FUNDS	5.00
	4BG7		CNTY	COUNTY FUNDS	100.00
	4R37		Z302	TAP	95.00

Cont Ln	Proj Nbr	Explanation of Necessity

Explanation of Necessity
THE CONTRACTOR REQUESTED TO DRIVE THE PILING FOR THE BOX CULVERT FOOTER AT THE SAME TIME THEY DROVE THE ABUTMENT FOOTERS. THE PLAN PROVIDED QUANTITIES TO MOBILIZE THE EQUIPMENT FOR PILE DRIVING ON 4 SEPARATE OCCASIONS. THE FIRST OCCASION WAS FOR THE LAGGING WALLS. THE SECOND OCCASION WAS FOR THE ABUTMENTS. THE THIRD OCCASION WAS FOR THE SOUTH CULVERT FOOTER, AND THE FOURTH OCCASION WAS FOR THE NORTH CULVERT FOOTER. SINCE THE ABUTMENTS WERE DRIVEN AT THE SAME TIME AS THE NORTH AND SOUTH CULVERT FOOTERS, THAT MOBILIZATION IS BEING NON-PERFORMED.

HOWEVER, AN ADDITIONAL MOBILIZATION WAS ADDED DUE TO EXTRA WORK. DETAILS FOR THAT MOBILIZATION CAN BE FOUND IN CHANGE ORDER 0066 FOR THE PROJECT.

Change Order Reason Codes	Change Order Description
04	Changes - Nonprevent



Extra Work Change Order

Alan Stone Co., Inc. Change Order

Alt ID	Change Order Number	County/Route/Section	CONT ID	Federal Number
230283	0066	0319-000019-0510000	031919047	03002300

I hereby agree to perform the Additional items listed below for the specified unit price or lump sum and further I hereby agree to the Non-Performance of items listed below for a grand total of based on the listed quantities. I hereby release the Department from any further obligation for compensation for any direct and indirect costs incurred as a result of the performance of the Additional & items or Non-Performances listed below.

I hereby agree to the Contract changes set forth in this Change Order and release the Department from any further obligation for compensation for any known or suspected substantive direct and indirect costs incurred except as mutually agreed and described in the Explanation of Necessity.

Execution of this Change Order does not invalidate any provisions of the Contract nor release the Surety from any of the terms or conditions stated therein.

Change Order Grand Total \$15,000.00

Alan Stone Co., Inc.

By Contractor		Recommended by	
_____	_____	_____	_____
Title	Date	Title	Date
Approved by		Acknowledged by (Local Agency)	
_____	_____	_____	_____
Title	Date	Title	Date

Attach copy of written concurrence.



Extra Work Change Order

Alan Stone Co., Inc. Change Order

Cont Ln	Proj Nbr	Proj Ln	Item Code	Unit	Quantity	Unit Price	Additions	Non-Performance
0063	ATH106647-1	0063	505E11100	LS	1.000	\$15,000.00	\$15,000.00	

Description: PILE DRIVING EQUIP MOBILIZATION - RE-MOBILIZATION OF PILE DRIVING EQUIPMENT

Grand Totals \$15,000.00
Change Order Total \$15,000.00

Proj Nbr	State Acct Code	State Funding Code	Funding Source Code	Funding Source Desc	Source Part %
ATH106647-1	4BG7		CNTY	COUNTY FUNDS	5.00
	4BG7		CNTY	COUNTY FUNDS	100.00
	4R37		Z302	TAP	95.00

Cont Ln	Proj Nbr	Explanation of Necessity

Explanation of Necessity
WHILE DRIVING THE PILING ON THE CULVERT FOOTER ON THE SOUTH SIDE OF THE RIVER, THE PILING HIT BEDROCK MUCH SOONER THAN EXPECTED. THE PLAN DEPTH TO ROCK WAS 29 FT. AND THE PILING WAS HITTING ROCK AT AROUND 11 FT DEEP. THE D10 GEOTECHNICAL ENGINEER WAS CONTACTED AND HE SAID THAT WOULD LIKELY BE A PROBLEM. WORK WAS STOPPED ON THE PROJECT ON THE SOUTH SIDE AND THE CONTRACTOR WAS INSTRUCTED TO MOBILIZE TO THE NORTH SIDE OF THE RIVER TO COMPLETE THAT WORK. AFTER A WEEK OF INVESTIGATION AND CONVERSATION WITH CENTRAL OFFICE, THE D10 DESIGN ENGINEER GAVE THE GO AHEAD TO DRIVE THE PILE EVEN THOUGH THEY WERE DRIVING SHORTER THAN ANTICIPATED. THE CONTRACTOR THEN HAD TO MOBILIZE THE EQUIPMENT BACK TO THE SOUTH SIDE OF THE RIVER TO DRIVE THE REMAINING PILING. AN ADDITIONAL LUMP SUM PAYMENT OF \$15,000 WILL BE PROVIDED FOR THIS EFFORT.

Change Order Reason Codes	Change Order Description
05	Changes - Nonprevent

DJFS Dir Jean Demosky - Weekly Updates

Dir Demosky provided the following updates:

Program and Event Updates

1. Back to School Bash:
 - * Volunteer sign-ups are still open; participation encouraged.
 - * Over 1,250 kids registered to receive supplies.
 - * Storage remains a challenge; items such as shoes are gradually arriving and will be stored on shelving in the "boot room."
2. Car Fit Day:
 - * Scheduled for Saturday, May 31st from 1–3 PM at the fairgrounds.
 - * An educational event aimed at improving safety for older drivers (e.g., mirror positioning, seating, etc.).
 - * Possibly attended by international guests from Slovenia, involved in age-friendly initiatives.
3. 21st Annual Job Fair:
 - * Takes place on June 12 from 10 AM – 2 PM at the Community Center.
 - * Features 70+ employers.
4. Business Workshops:
 - * June 23 at Athens County Community Cares (Ace Net): "Using AI in Your Small Business," 2:30–4:00 PM.
 - * June 24 in Nelsonville: "Disability Etiquette and Best Practices for an Inclusive Workplace."

Policy and Legislative Discussions

1. SNAP Card Security Upgrade:
 - * Support for proposal to add chips to SNAP cards to reduce fraud/skimming.
2. Medicaid Policy Concerns:
 - * Discussion around proposed federal Medicaid changes, particularly:
 - * Work requirements for recipients.
 - * Potential elimination of Medicaid expansion—a change that could double the uninsured rate in Ohio.
 - * Concerns raised about the lack of available jobs with health benefits.
 - * Suggestions included subsidizing small businesses to offer health insurance as an alternative to Medicaid expansion.
 - * Criticism of pharmaceutical and administrative costs impacting Medicaid.
3. Impact on Local Services:
 - * Expected strain on hospitals, EMS, and local services if Medicaid expansion ends.
 - * Calls for reconsidering priorities—cutting healthcare access instead of addressing systemic cost issues.

Contracts and Agreements

1. Parade of the Hills Lease Agreement:
 - * Approved lease for use of half of the Nelsonville parking lot.
 - * Past issues cited with overuse and unauthorized use of building utilities.
 - * Enforcement measures and clear communication with event organizers will be implemented this year.
2. Athens Photographic Project Partnership:
 - * Funded via OMAS grant: \$108,136.
 - * Supports:
 - * Training for 7 Athens County residents with disabilities in occupational skills and temporary subsidized employment.
 - * 3 APP employees to receive upskilling and support.
 - * Goal: Transition trainees into behavioral health workforce as peer recovery supporters.

Facility and Staffing Updates

1. Nelsonville Building:
 - * Sewer repairs completed; renovations ongoing.
 - * Wall construction between training and resource rooms is progressing.
 - * Inspector visit approved wall completion.

Job Opening:

- * Fiscal Specialist position open; only internal candidates being interviewed.

Jurisdictional Clarification:

- * Discussion regarding the deteriorated wall in Nelsonville.
- * Conflicting views on whether repair responsibility lies with the city or the organization.
- * Plan to revisit with current city manager for clarification.

DJFS - Parade of the Hills Lease Agreement

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the DJFS Parade of the Hills Lease Agreement. Lease agreement 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.


DJFS Contract - Athens Photographic Project Partnership

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the DJFS Contract with Athens Photographic Project Partnership in the amount of \$102,136.00 as recommended by Dir. Jean Demosky. Contract available 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.

CORSA

Mallory Swaim from Mathews Insurance provided the following updates on CORSA coverage:



2025 Program Update

Athens County
CORSA member since 1995

2025 Exposures		2024 Annualized	2025 Renewal	Difference	
Total Insured Valued	\$184,444,262				
Payroll	\$29,136,325				
Autos	205				
Deputies	35				
Detainees	7				
		2024 Net Premium Contribution (\$301,718)	\$320,496	\$350,739	30,243 9.44%

Member Credits received in 2025
 Dividend: \$28,248
 Loss Control Incentive Program: \$9,402
 Total: \$37,651

CORSA Program Cost Comparison

	2021	2022	2023	2024	2025
Total Loss Fund	\$14,216,361	\$14,010,579	\$15,191,090	\$16,320,440	\$17,759,547
Total Reinsurance	\$4,732,259	\$6,439,818	\$7,755,205	\$9,440,537	\$11,788,700
Total Administrative Fees	\$4,516,692	\$4,713,743	\$5,196,656	\$5,432,428	\$6,050,560

2025 Cyber Coverage Enhancement



\$2,000,000 for All Members Including Ransom

Cybersecurity

(\$5,500 max. per member) Approved Member IT Reimbursement (e.g. Firewall upgrade; MFA/dual factor authentication; endpoint detection; email upgrade; positive pay; IT certifications; anti-phishing software; GPS vehicle monitoring; or approved member cybersecurity grant application.)

For more information, contact Frank Hatfield at fhatfield@ccao.org or Jon Hale at jhale@ccao.org.

2025 Reimbursement Programs

- Pre-employment Polygraph and/or Psychological Evaluations
- Jail Body Scanner
- Cameras
- Guard 1 Pipe-Saw/Chain PITD
- Jail Booking Software
- Accreditation (CALEA, NCOHC, ACA)
- OPOTA Trainings or Equivalent

For more information, contact Mike Fink at mfink@ccao.org or Tracy Sims at tsims@ccao.org.

JAG Quarterly Report - Aaron Maynard

Aaron Maynard provided the following JAG Quarterly Report:

1. Grant Status
 - * This is the third year of the JAG (Justice Assistance Grant) Interdiction Grant.
 - * The grant has been approved, but the final approval letter is still pending.
 - * The team was expecting the letter by end of April, but it has not yet arrived.
 - * The final letter will require formal sign-off from the board.

2. Updated Performance Objectives

- * Performance goals have been revised based on actual data from the previous cycle rather than projections.

Drug Trafficker Identification

- * Last fiscal year, 27 new drug traffickers were identified.
* The current grant goal is to increase that number by 3, reaching 30 new identifications by the end of the current grant cycle.

ACE Referrals (Diversion Program)

- * There were 36 referrals to the prosecutor's ACE diversion program last year.
* The goal for the current cycle is to increase that number to 39.

3. Role in Diversion Program

- * Mr. Adkins inquired about the task force's connection to the diversion program.
* Clarification provided by Aaron Maynard:
- The task force does not operate the diversion program, which is managed by the Prosecutor's Office.
- Task force members identify suitable individuals (typically first-time offenders with low-level felony possession charges).
- These individuals are referred to the prosecutor for potential participation in the ACE diversion program.
- The task force and the prosecutor collaborate in discussions about candidate eligibility, but final decisions are made by the prosecutor.

Amended Certificate

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to acknowledging receipt of the Amended Certificate for Athens County Commissioners, dated May 27, 2025 prepared by Jill Davidson, Athens County Auditor.

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

Assigned Counsel Report from Auditor's Office

A motion was made by Mr Adkins and seconded by Mr Chmiel to acknowledge receipt of the Assigned Counsel Report from the Auditors Office and submit for payment:

May 2025

Table with 2 columns: Description and Amount. Rows include: All (Non-Capital) Transcript Certifications (1), Amount submitted for Transcript Certifications (\$103.70), Total Number of Certifications (All Courts - All Expenses) (1), Total Amount submitted (\$103.70).

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

Sunday Creek Bid Awards

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to ratify Mr. Eliason's signature on the Sunday Creek Bid Awards:

Sunday Creek Valley Water District C2: Elevated Water Tank Painting

- * Award to E & L Contractors, Inc for \$499,400.00

Sunday Creek Valley Water District C3: Water Service Components (Material Only)

- * Award to Ferguson Waterworks for \$698,739.00

Sunday Creek Valley Water District C1: State Route 550 Waterline Improvements, Ph. 2

- * Award to TAM Construction, Inc for \$499,400.00

See back of page 179 for Notice of Award documents.

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

DYS Grant 2026

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Mr. Eliason to sign the application for the DYS Grant for 2026. Document available 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.

NOTICE OF AWARD
(Unit Price & Lump Sum Bid)

DATE OF ISSUANCE: _____ ENGINEER'S PROJECT NO. 148255
TO CONTRACTOR: E & L Contractors, Inc. Via EMAIL
1467 Summitfield Lane
Howell, Michigan 48843
PROJECT: Sunday Creek Valley Water District
Contract 2: Elevated Water Tank Painting cc: OWNER: Athens County Commissioners

You are notified that your Bid dated April 1, 2025, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Sunday Creek Valley Water District C2: Elevated Water Tank Painting.

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is Four Hundred Ninety-Nine Thousand, Four Hundred and 00/100 Dollars (\$ 499,400.00).
[Insert appropriate depending on which Alternatives are selected by Owner.]

A copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Up to 3 paper sets of the Drawings and 1 Specification Book will be made available to you, if requested. Otherwise, a PDF copy will be the only version provided.

You must comply with the following conditions precedent WITHIN TEN (10) DAYS OF THE DATE YOU RECEIVE THIS NOTICE OF AWARD.

1. Deliver to the OWNER fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature as noted on the various Contract Documents].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders and General Conditions (Paragraph 5.01) [Supplementary Conditions (Paragraph SC-19, revising Paragraph 5.01A)] and as required by applicable Laws and Regulations.
3. Deliver an acknowledged copy of this Notice of Award with the return of the Contract Documents listed above.
4. Provide copy of Contract Documents and Contract Security (Bonds) to ENGINEER.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited. In addition, the OWNER will be entitled to pursue such other rights as may be granted by applicable Laws and Regulations.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents. (OWNER/ENGINEER Should Use Certified, Mail Return Receipt Requested)

OWNER: ATHENS COUNTY COMMISSIONERS CONTRACTOR: E & L CONTRACTORS, INC.
By: [Signature] By: [Signature]
(Authorized Signature) (Authorized Signature)
Name: L. C. [Signature] Name: [Signature]
(Type or Print) (Type or Print)
Date: 5/12/25 Date: [Signature]

Arcadis Section: 00 51 00 Page: 1

EDR No. 1910-22 (1996 Edition) Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

NOTICE OF AWARD
(Unit Price & Lump Sum Bid)

DATE OF ISSUANCE: _____ ENGINEER'S PROJECT NO. 148255
TO CONTRACTOR: Ferguson Waterworks Via EMAIL
751 Lakeland Commons
Newport News, Virginia 23606
PROJECT: Sunday Creek Valley Water District
Contract 1: Water Service Components (Material Only) cc: OWNER: Athens County Commissioners

You are notified that your Bid dated April 1, 2025, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Sunday Creek Valley Water District C1: Water Service Components (Material Only)

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is Six Hundred Ninety-Eight Thousand, Seven Hundred Thirty-Nine and 00/100 Dollars (\$ 698,739.00).
[Insert appropriate depending on which Alternatives are selected by Owner.]

A copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Up to 3 paper sets of the Drawings and 1 Specification Book will be made available to you, if requested. Otherwise, a PDF copy will be the only version provided.

You must comply with the following conditions precedent WITHIN TEN (10) DAYS OF THE DATE YOU RECEIVE THIS NOTICE OF AWARD.

1. Deliver to the OWNER fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature as noted on the various Contract Documents].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders and General Conditions (Paragraph 5.01) [Supplementary Conditions (Paragraph SC-19, revising Paragraph 5.01A)] and as required by applicable Laws and Regulations.
3. Deliver an acknowledged copy of this Notice of Award with the return of the Contract Documents listed above.
4. Provide copy of Contract Documents and Contract Security (Bonds) to ENGINEER.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited. In addition, the OWNER will be entitled to pursue such other rights as may be granted by applicable Laws and Regulations.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents. (OWNER/ENGINEER Should Use Certified, Mail Return Receipt Requested)

OWNER: ATHENS COUNTY COMMISSIONERS CONTRACTOR: FERGUSON WATERWORKS
By: [Signature] By: [Signature]
(Authorized Signature) (Authorized Signature)
Name: L. C. [Signature] Name: [Signature]
(Type or Print) (Type or Print)
Date: 5/12/25 Date: [Signature]

Arcadis Section: 00 51 00 Page: 1

EDR No. 1910-22 (1996 Edition) Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

NOTICE OF AWARD
(Unit Price & Lump Sum Bid)

DATE OF ISSUANCE: _____ ENGINEER'S PROJECT NO. 148255
TO CONTRACTOR: TAM Construction, Inc. Via EMAIL
280 E. State Street, Suite 100
Athens, Ohio 45701
PROJECT: Sunday Creek Valley Water District
Contract 1: State Route 550 Waterline Improvements cc: OWNER: Athens County Commissioners

You are notified that your Bid dated April 1, 2025, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for Sunday Creek Valley Water District C1: State Route 550 Waterline Improvements, Ph. 1

(Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your Contract is Four Hundred Ninety-Nine Thousand, Four Hundred and 00/100 Dollars (\$ 499,400.00).
[Insert appropriate depending on which Alternatives are selected by Owner.]

A copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Up to 3 paper sets of the Drawings and 1 Specification Book will be made available to you, if requested. Otherwise, a PDF copy will be the only version provided.

You must comply with the following conditions precedent WITHIN TEN (10) DAYS OF THE DATE YOU RECEIVE THIS NOTICE OF AWARD.

1. Deliver to the OWNER fully executed counterparts of the Contract Documents. [Each of the Contract Documents must bear your signature as noted on the various Contract Documents].
2. Deliver with the executed Contract Documents the Contract security (Bonds) as specified in the Instructions to Bidders and General Conditions (Paragraph 5.01) [Supplementary Conditions (Paragraph SC-19, revising Paragraph 5.01A)] and as required by applicable Laws and Regulations.
3. Deliver an acknowledged copy of this Notice of Award with the return of the Contract Documents listed above.
4. Provide copy of Contract Documents and Contract Security (Bonds) to ENGINEER.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid in default, to annul this Notice of Award and to declare your Bid security forfeited. In addition, the OWNER will be entitled to pursue such other rights as may be granted by applicable Laws and Regulations.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one fully executed counterpart of the Contract Documents. (OWNER/ENGINEER Should Use Certified, Mail Return Receipt Requested)

OWNER: ATHENS COUNTY COMMISSIONERS CONTRACTOR: TAM CONSTRUCTION, INC.
By: [Signature] By: [Signature]
(Authorized Signature) (Authorized Signature)
Name: L. C. [Signature] Name: [Signature]
(Type or Print) (Type or Print)
Date: 5/12/25 Date: [Signature]

Arcadis Section: 00 51 00 Page: 1

EDR No. 1910-22 (1996 Edition) Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute

Proclamation - Amateur Radio Operators Appreciation

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the proclamation for the Amateur Radio Operators Appreciation: Amateur Radio Operators' Appreciation Days

WHEREAS, amateur radio operators play a vital role in emergency communications preparedness plans for the United States, the State of Ohio and many other local government agencies; and

WHEREAS, Ohio has more than 30,500 licensed amateur radio operators, many of whom have provided valuable public assistance through emergency communication on a local, statewide, national and international basis in times of need; and

WHEREAS, amateur radio operators donate the time, equipment and expertise to help provide the public with free emergency communications; and

WHEREAS, June 28-29, 2025, has been set aside as amateur radio field day for emergency communication preparedness exercises.

NOW, THEREFORE, We, the Board of County Commissioners do hereby proclaim June 28-29, 2025 as: AMATEUR RADIO OPERATORS APPRECIATION DAYS, throughout Athens County and recognize the contributions and importance of the amateur radio operator's role in preparing for public service and emergency communications.

Signed this 27th day of May, 2025
/s/Lenny Eliason, President
/s/Charlie Adkins
/s/Chris Chmiel

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

Surplus - 911

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to declare the following items as surplus property for 911 as recommended by Teresa Fouts-Imler to destroy:

Description
Miscellaneous broken radio/computer parts (recycling)

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

Health Dept Titles

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to transfer the following 8 vehicles over to the Athens County Combined Health District:

2007	Ford	FMS	1FAHP34N27W211641
2011	Ford	F15	1FTMF1CM7BKD89991
2014	Ford	F15	1FTMF1CM5EFC74481
2014	Ford	FSE	1FADP3F26EL375958
2017	Ford	Focus	1FADP3F23HL291164
2017	Ford	Focus	1FADP3F25HL291165
2019	Ford	F150	1FTEX1EPXKFA77536
2022	TUT	Vanterra	1FDWE3FN7NDC01812

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

Surplus - EMS

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to declare the following item as surplus property for EMS as recommended by Chief Amber Pyle to sell on Govdeals.com:

Description	Model #	Vin #
2015 Horton Ambulance	Type III	1GB6G5CL9F1160636

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

Proclamation - 2025 Firefighter Safety Stand Down

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the proclamation for the 2025 Firefighter Safety Stand Down: WHEREAS, firefighters serve our community with dedication and bravery, facing physical and mental health challenges in the line of duty; and

WHEREAS, mental health and wellness are vital to ensuring firefighters can perform their duties effectively while maintaining their personal well-being; and

WHEREAS, the 2025 Firefighter Safety Stand Down, taking place on June 21, 2025, from 10:00 AM to 2:00 PM at the Athens Community Center, will bring firefighters, mental health professionals, advocates, and local organizations together to foster meaningful discussions on resilience, stress management, and available support resources; and

WHEREAS, this event will feature keynote speaker Cinnamon Reinhold, a respected advocate for firefighter wellness, as well as a panel discussion addressing firefighter mental health and strategies for maintaining emotional resilience in high-stress environments; and

WHEREAS, Athens County recognizes the importance of peer support, professional wellness programs, and community advocacy in prioritizing firefighter mental health and ensuring access to essential resources;

NOW, THEREFORE, BE IT RESOLVED, that the Athens County Commissioners do hereby proclaim June 21, 2025, as Firefighter Safety Stand Down Day in Athens County, Ohio, encouraging all residents to support our firefighters, raise awareness of mental health challenges in emergency services, and promote well-being among those who serve our communities.

Signed this 27th day of May, 2025

/s/Lenny Eliason, President

/s/Charlie Adkins

/s/Chris Chmiel

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

Smolen Contract - Engineer

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the Smolen Contract with the Engineer's Office - Agreement # 2025-02LR. See back of page 181 for the agreement.

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

Frontier Broadband Agreement Amesville

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to authorize Mr. Eliason to sign the contract for the Frontier Broadband Agreement Amesville. See back of page 183-184 for agreement. Full agreement 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.

Award Bid Blackwood Bridge Construction Project

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to award the bid for ATH-CR 46-0.96 Blackwood Bridge Project: May 28, 2025

A motion was made by Mr. Adkins, seconded by Mr. Chmiel, to award the bid for the ATH-CR 46-0.96 Blackwood Bridge Project to The Righter Company, Inc at their bid price of \$1,062,883.00, as recommended by Jeff Maiden, County Engineer, and to authorize all necessary signatures related to the contract.

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

I, JoAnn Rockhold, Administrator for the Board of County Commissioners of Athens County, May 27, 2025 and appears in the Commissioners' Journal 121.

The Agreement No. 2025-0218 entered into this 28th day of May, 2025, by the Athens County Commissioners, acting by and through the Athens County Engineer, hereinafter referred to as the County, Statewide Engineering, hereinafter referred to as the Consultant, with an office located at 1075 Main Road #6 North, Johnson, OH 46041.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I: WORK DESCRIPTION

The Consultant agrees to perform all engineering and related services as may be authorized by the County. The Consultant shall be responsible for the design of the bridge and the preparation of the bid documents in the scope of Services and bonds through the County Engineers Association of Ohio (CEAO) in Athens County, Ohio, identified with Athens County Bridge Load Rating.

CLAUSE II: SCOPE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Service and Project Schedule including the Consultant's proposed start and stop dates and review times set out in the Project Agreement and to amend the Consultant's proposed start and stop dates and review times together with the updated Service and Project Schedule for all things proposed for all parts of the Agreement for more than a quarterly term (every three (3) months):

- (a) Special equal horizontal water and bridge (PWS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III: TERM OF COMPLETION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in the Agreement.

Part 1: Load Rating

Use of Private Consultants for load rating is prohibited in Paragraph 4, Itemized Work shall be performed on an "a contractor" basis. The work shall be performed as authorized upon account according to not require for each rating.

**SCOPE OF SERVICES
FOR BRIDGE LOAD RATING**

- 1. Bridge Load Rating
 - 2. Field measurements for load rating (no field information available)
- Services shall be conducted in accordance with:

- DOT Bridge Design Manual (BDM), Section 900
- The Manual for Bridge Evaluation, First Edition 2004, AASHTO Publication

TABLE 1: Bridge Load Rating

1. Review the existing inventory records of designated bridge (as provided by the county engineer) for load rating.
2. Make a field visit to each bridge with Statewide Engineering, OH # 4, to determine the general condition and deterioration of each water structure. Field measurements shall be made and documented in the Bridge Load Rating. Spot load measurements shall be made to appropriate components of parts not provided. Plans shall be provided for the county engineer if requested.
3. The Bridge carrying individual traffic shall be rated to determine the safe load carrying capacity. The ratings shall be performed by Inventory, Operating, and Ohio Weight Limits and AASHTO Vehicles.
4. The load rating report shall include one (1) printed copy of load rating report (signed and sealed) and two (2) copies of the report. The report shall be provided to the county engineer and the State in 2025. Final report shall be provided to the county engineer in PDF format and hard copy in 2025. Final report shall be provided to the county engineer in PDF format and hard copy in 2025. Final report shall be provided to the county engineer in PDF format and hard copy in 2025.
5. The Load Rating (Bridge Load) report shall be prepared and signed by a registered professional engineer and dated, signed, sealed, and dated by an Ohio Registered Professional Engineer.
6. All calculations related to the load rating should be a part of the load rating report.

TABLE 2: Field measurements for load rating (no field information available)

1. Conduct field visit and condition assessment is required each season. Inspect and seal the bridge. The report shall be provided to the county engineer in PDF format and hard copy in 2025. Final report shall be provided to the county engineer in PDF format and hard copy in 2025. Final report shall be provided to the county engineer in PDF format and hard copy in 2025.
 2. All measurements shall be included in the load rating report.
- All Work approved per bridge will be completed within 4 months, after receipt of the written notice by provided.

ATHENS COUNTY COVERED BRIDGE LOAD RATINGS

SPN/CH	ROAD NAME / NUMBER	SPAN	TYPE	RMS AVAILABLE	SCOPE OF SERVICES				
					BRIDGE INSPECTION	SMOLLEN FEET	LOADS PERMITTED AND RUN SILE LOADING	CALCULATE ALL BRIDGE FACTORS	COMPLETE BRIDGE
54483	Kidwell T 1012-00-30	86'	Howe Truss	YES	Athens Co.	\$5,500	Smolten	Smolten	Smolten
54104	Paris T 1047-00-10	75'	MPV Truss	YES	Athens Co.	\$5,500	Smolten	Smolten	Smolten

Private Consultants, only as agreed and by proper notification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation Specifications for Operating System, 2018 Edition.

CLAUSE IV: CONDUCT OF INTEREST AND ETHICS

The Consultant shall be held liable and held responsible and shall be comply with the Code of Ethics and Ethics law including 20 CFR § 31.23 CFR 101.14, and Ohio Revised Code sections 102.03, 2021.42, and 2021.43.

CLAUSE V: INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and make a part of this Agreement as though expressly recited herein:

- (a) The Department of Transportation's Specifications for Consulting Services, 2018 Edition.
- (b) The attached Scope of Services with Attachment A and CEAO Bridge Load Rating Task Performance Report Check Sheet dated 11/20/2024.
- (c) The Service & Project Schedule.
- (d) The most current Ohio of Budget and Management Travel Policy as published on the State of Ohio Website (http://www.governor.ohio.gov/management-services/ohio-commission-on-the-budget).

CLAUSE VI: GENERAL PROVISIONS

Any person executing this Agreement is a representative, agent, duly authorized that holds the power of attorney for the County. The Consultant shall be held liable and held responsible and shall be comply with the Code of Ethics and Ethics law including 20 CFR § 31.23 CFR 101.14, and Ohio Revised Code sections 102.03, 2021.42, and 2021.43. The Consultant shall be held liable and held responsible and shall be comply with the Code of Ethics and Ethics law including 20 CFR § 31.23 CFR 101.14, and Ohio Revised Code sections 102.03, 2021.42, and 2021.43. The Consultant shall be held liable and held responsible and shall be comply with the Code of Ethics and Ethics law including 20 CFR § 31.23 CFR 101.14, and Ohio Revised Code sections 102.03, 2021.42, and 2021.43.




IN WITNESS WHEREOF, the public body has caused this Agreement to be executed in the presence of its duly authorized officers and the signature of the Athens County Engineer.

Any party may deliver a copy of the contract provided in force to this Agreement to the County. Each party shall be entitled to any copies a business or electronic equivalent of any other party's document in such a manner as if such signature were an original.

Statewide Engineering

By: _____
Title: _____

ATHENS COUNTY COMMISSIONERS

By: 
Title: James E. Johnson, President
By: 
Title: Cheryl Johnson, Vice President
By: 
Title: Cheryl Johnson, Vice President

APPROVED AS TO FORM

By: _____
Title: Dennis Goren, Director
APPROVED BY: _____
By: _____
Title: Athens County Engineer

ATTACHMENT A

/s/JoAnn Rockhold
Administrator, Board of Commissioners
Athens County, Ohio

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

ATH-CR 46C-0.96 LPA Federal Local-LET Project Agreement

A motion was made by Mr. Adkins and seconded by Mr. Chmiel to approve the ATH-CR 46C-0.96 LPA Federal Local-LET Project Agreement. See agreement on back of page 182.

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:


- Comm Lenny Eliason; CCAO Meeting, Columbus OH; 08/08/25
- Comm Lenny Eliason, Charlie Adkins, & Chris Chmiel; CCAO Summer Conference, Hocking County; 08/24-08/26/25

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

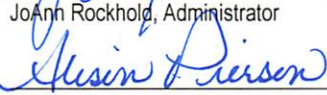
Adjourn

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.



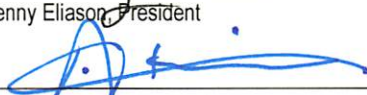
JoAnn Rockhold, Administrator



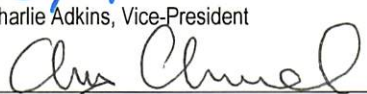
Alison Pierson, Clerk



Lenny Eliason, President



Charlie Adkins, Vice-President



Chris Chmiel

County-Route-Section: **ATH-CR 46C-0.96**
 PID Number: **117469**
 Agreement Number: **42384**
 SAM Unique Entity ID: **079439626**

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA:	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By: <i>Peggy Elmi</i>	By:
Title: <i>PEB Director</i>	Pamela Boratyn Director
Date: <i>5/27/20</i>	Date:

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the Athens County Commissioners, acting by and through the Athens County Engineer, 16000 Canaanville Road, Athens, Ohio, 45701, hereinafter referred to as the LPA.

3. FUNDING

3.1 The total cost for the PROJECT associated with Federal funds is estimated to be \$1,195,784.81.

ODOT shall provide to the LPA 95 percent of the eligible costs, utilizing Spending Authority Code (SAC) 4B87 (Assistance Listing Number: 20.205 Highway Planning and Construction,) up to a maximum of \$1,227,000.00 in Federal funds in the Construction Contract/Construction Inspection phase(s)/subphase(s). The funding does include Credit Bridge at 15 percent, up to a maximum of \$184,050.00.

In addition, and separate from the \$1,227,000 cap, ODOT has provided to the LPA 100 percent of the eligible costs utilizing Spending Authority Code (SAC) 4B87, up to a maximum of \$58,500 in Federal funds in the Preliminary Engineering/Environmental phase(s)/subphase(s).

These maximum amounts reflect the funding limit for the PROJECT set by the applicable SAC Program Manager.

3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100% Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.

3.3 The LPA is administering the Federally funded Construction Contract/Construction Inspection phase(s)/subphase(s) of the project and is therefore considered a subrecipient of Federal funds and is responsible for reporting the applicable Federal expenditures (including any Toll Revenue Credit or Credit Bridge) on their Schedule of Expenditures of Federal Award.

Revision Date 5/15/2025

Page 1 of 2

Revision Date 5/15/2025

Page 2 of 2

apierson@athensoh.org

From: Jeff Maiden <jmaiden@athensoh.org>
 Sent: Tuesday, May 27, 2025 7:34 AM
 To: Allison Pierson
 Cc: Donnie Stevens; Joann Sikorski
 Subject: FW: ATH CR 46C 0.96, PID 117469; Amended LPA Agreement
 Attachments: 117469-Agreement Amendment.docx

D: 740-568-3951
Eric.Reed@dot.ohio.gov



I need this amendment signed today and the Blackwood Bridge awarded to Righter Company.

Jeff Maiden, P.E., P.S.
 Athens County Engineer
 16000 Canaanville Road
 Athens, Ohio 45701
 PH: 740-593-5514
 FAX: 740-592-4616
 EMAIL: jmaiden@athensoh.org
 WEBSITE: athenscountyengineer.org

From: Eric.Reed@dot.ohio.gov <Eric.Reed@dot.ohio.gov>
 Sent: Friday, May 23, 2025 3:07 PM
 To: jmaiden@athensoh.org
 Cc: Donnie Stevens [d.stevens@athensoh.org] <d.stevens@athensoh.org>
 Subject: ATH CR 46C 0.96, PID 117469; Amended LPA Agreement

Jeff,

Please find attached the revised LPA Agreement for execution on Tuesday. This agreement reflects the new \$1,227,000 cap and clarifies the \$58,500 separately allocated for design. Please note the table below for clarity on my "total cost".

\$ 58,500.00	Encumbered for PE/EE design
\$ 1,062,883.00	The Righter Co. Low Bid
\$ 74,401.81	CE estimated @ 7%
\$ 1,195,784.81	

One thing to note is that if a consultant is being used for construction engineering and more than \$50K in federal funds are anticipated being used, a quality-based selection is required to take place. That is something we can discuss once we get this awarded.

If you have any questions, you can call my cell. I'm out for the holiday weekend! 🙏

Eric P. Reed, P.E.
 Local Programs Manager
 ODOT District 10
 338 Muskogum Drive
 Marietta, Ohio 45750

Project Agreement
Between the County Commission of
Athens County, Ohio
and
Frontier North Inc.

This Agreement, including its Attachments hereto and any amendments, shall constitute the entire agreement between the Parties and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Parties. The following documents are incorporated herein and made part of this Agreement):

- Attachment A – County of Athens-Amesville/Frontier Project
Attachment B – Standard Project Terms and Conditions

This Project Agreement ("Agreement") is made and entered into by and between the County Commission of Athens County, Ohio (the "County") and Frontier North Inc. ("Frontier") (each a "Party" and collectively the "Parties") as of May 21, 2025 (the "Effective Date") for and with respect to the project and activities of the Parties as described herein (the "Project").

Each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the dates set forth below their respective signatures effective as of the Effective Date:

WHEREAS, Frontier and the County wish to undertake a joint project to expand fiber internet services within the Amesville area of the County and each commits to undertake their best efforts to ensure the timely deployment of scalable high-speed, reliable fiber broadband services to all residences and small businesses of the County as described herein;

Frontier North Inc. County Commission of Athens County, Ohio
By: Allison M. Ellis Title: Senior Vice President, Business Development
Address: 3007 N. Roxboro Street Durham, NC 27704
Date:
By: Lenny Eliason Title: President
Address: 15 S. Court Street Athens, Ohio 45701
Phone: (740) 592-3219
Date: 5/27/25

WHEREAS, the County has found and determined that the Project described herein is of vital importance to the economy, education, workforce and improved wellness of the residents of the County and that access to reliable internet and promotion of the Project would greatly benefit County residents;

WHEREAS, the County has determined that the expansion of access to fiber broadband internet in the County associated with the Project meets the County's intent and is in the public interest;

WHEREAS, following a competitive process, the County has selected Frontier's fiber expansion Project for the Amesville project area, which was revised through collaboration between Frontier and the County, and involves the deployment of approximately 7.5 miles of new fiber to make fiber services available at 130 grant eligible locations at a total network deployment cost of \$1,069,845. The County has formally awarded Frontier a grant in the amount of \$916,359 to help fund the Project. Frontier has agreed to make a \$153,486 cash and in-kind contribution to the complete the Project;

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit;

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Project has been completed and the Parties are in compliance with all requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Parties and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants and representations and/or dependent authorizations described herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Attachment A

County of Athens-Amesville/Frontier Project

A. Frontier Responsibilities:

- 1. Funding. The County shall provide funding in the amount of \$916,359 as specified in B(1) below. Frontier will provide additional funding necessary to complete the Project, which shall be a cash contribution of \$79,125 and an in-kind contribution with an agreed value of no less than \$74,361, which includes, but is not limited to, poles, cabling thereon, and other valuable infrastructure assets already deployed in the County and Frontier's network that will be used to support completion of the Project and provision of fiber broadband services. The total Project cost is estimated to be \$1,069,845. The County portion shall not exceed \$916,359 unless otherwise agreed by the Parties in advance.
2. Build Execution. Frontier's obligations hereunder are subject to the receipt of the grant funds from the County as provided herein and in accordance with the terms of this Agreement. Frontier will provide engineering and construction services including required labor and materials to upgrade necessary Frontier central office equipment and capabilities and to deploy planned last mile Fiber-to-the-Premises ("FTTP") broadband facilities.
a. Coverage. Frontier will deploy the fiber network facilities necessary to deliver fiber services to approximately 595 grant eligible locations in the County as further identified and set forth in the attached hereto as Exhibit A(2) (the "Locations"). The Parties acknowledge and agree to work collaboratively to resolve any address discrepancies that may occur from time to time due to changes in the FCC's Broadband Map and/or other reason and which may result in a change of the total number of Locations included in the Project.
b. Passing Plans. Frontier's plan for passing the Locations will include deploying fiber optic facilities in the public right of way and/or on public roadways past every Location identified in Exhibit A(2). Facilities from the fiber terminal directly to individual Locations, commonly called the fiber "drop", will be deployed upon an order for service at that Location. The Parties understand and agree that Frontier must obtain the permission and/or potential contribution from private property owners/homeowners associations to make fiber services available within private communities, multi-dwelling units or multi-business units and for the purposes of this Agreement, such locations shall be deemed passed when fiber is deployed in the public right of way past the private community, multi-dwelling building, or multi-business building.
c. Services Provided. Frontier will provide, upon customer order, symmetrical XGS PON fiber internet services capable, as of the date of this Agreement, of delivering speeds up to 7 Gbps/7 Gbps to all residential and small business Locations.

- d. Construction Timeline: The Project will commence upon the later of the date of full execution of this Agreement and any Appalachian Regional Commission grant award documents, if applicable, (the "Initiation Date") weather and circumstances permitting, and will be completed within 36 months of the Project Initiation Date unless an extension is agreed to by the Parties ("Performance Period"). A copy of the County's Request for Proposal along with Frontier's Amesville Response to it and additional County requests for information is attached hereto as Exhibit A(2)d entitled Amesville RFP Materials.
3. Operation. Frontier agrees to provide related functions necessary to deliver fiber service to the Locations including marketing, set-up and provisioning of services, billing, and customer service.
4. Maintenance. Frontier agrees to be responsible for maintenance of network equipment deployed as part of the Project including required equipment and labor for scheduled and unscheduled maintenance activities.
5. Services. Frontier will make its full suite of generally available, mass market residential and small business fiber product and service offerings available to the Locations pursuant to its generally applicable terms and conditions. The charges for services will reflect the rates in effect at the time of customer order. Current product offerings and rates are posted at https://frontier.com/shop.
6. Project Performance and Progress Metrics. Frontier will develop and quarterly report progress metrics to the County consistent with the ARC's Guide for Performance Measures, which shall at a minimum include the state of progress completion, miles of fiber deployed, number of locations enabled by fiber and the service speed tiers offered and their pricing, within thirty (30) days of the close of the preceding quarter by emailing the designated county contact. Frontier agrees to complete the ARC Fabric ID location template and to report new fiber locations as part of its regular Broadband Data Collection (BDC) submissions. Frontier agrees to make fiber services available to Locations for seven (7) years following the date that the first Location has fiber available for purchase.

B. County Responsibilities:

- 1. Funding. The County will provide funding in the amount of \$916,359 according to the following agreed Project Milestones and upon notice from Frontier and/or agreed documentation that Frontier has achieved the relevant Project Milestone as follows:
a. 20% upon the Project Initiation Date Milestone- this is the date that the Project officially starts following the full execution of this Agreement and all required grant documents, if applicable, and Frontier begins to undertake Project work and/or incur Project expenses.
b. 20% upon Completion of Detailed Engineering and Planning and Initiation of Materials Ordering and Permitting Milestone - this is the date on which the detailed network routes and network design have been finalized, although the

Parties acknowledge and agree that final routes are subject to change based on subsequent project design needs and/or field conditions. These necessary Project phases are in preparation for, and support required inside plant and outside plant Project construction activities.

- c. **20% when Fiber Services are Available for Purchase at 1/3 of Locations Milestone** – this is when Frontier has tested and confirmed that the deployed network is operational and customers at the Locations can order fiber services. Frontier shall provide the County a list of fiber serviceable Locations and documentation that service may be ordered at a sampling of passed locations on the list.
- d. **20% when Fiber Services are Available for Purchase at 2/3 of Locations Milestone** – this is when Frontier has tested and confirmed that the deployed network is operational and customers at the Locations can order fiber services. Frontier shall provide the County a list of fiber serviceable Locations and documentation that service may be ordered at a sampling of passed locations on the list.
- e. **17.5% upon Final Project Close Out Milestone** – which is confirmation that fiber services are available for purchase at all funded Locations and required Project completion documentation is provided to the County. Frontier shall provide the County documentation of project completion, including confirmation of fiber serviceability at the Locations and shall attest that it has completed the Project.
- f. **2.5% upon the completion of the seven-year period of performance for the grant set forth in Section A. 6. above.**

2. Planning and Administrative Support:

- a. **Infrastructure data:** The County and Frontier agree to work collaboratively to minimize infrastructure deployment costs and to share infrastructure, where practical. Frontier and the County agree to work together to determine how their respective network assets and needs may complement each other and pursue opportunities for sharing the cost of infrastructure deployment. This includes identification of upcoming projects where joint trenching or other collaborative construction may be leveraged in furtherance of broadband expansion in the County. The County will provide infrastructure data (as available) regarding streets and addresses, rights of way and easements, zoning information, parcel/lot and building footprint boundaries, utility pole and strand location and ownership, underground utility routes and conduit types, and existing access points (e.g., manholes).
- b. **Expedited permitting:** Frontier and the County agree to work collaboratively on permitting and the County commits to expedited permit processing and to explore opportunities for minimizing permit fees, including allowing blanket permits, to

the extent feasible. In addition, the County agrees to help support Frontier's ability to timely secure permits and to liaise with local and/or state permitting authorities, to the extent feasible and as needed.

- c. **Access to public infrastructure:** The County agrees to provide access to public infrastructure, as permitted, without cost to Frontier or at discounted rates, including with respect to County-owned conduit and facilities, poles, rights of way, easements, and other necessary access points, to the extent feasible.

C. Financial / Ownership:

1. **Financial / Revenue:** Frontier will receive the revenue from the provision of fiber services to end network operations associated with the Locations.
2. **Network Ownership:** Frontier will own all network facilities, equipment and assets, including fiber, distribution hubs and terminals, and other required network equipment deployed as part of the Project.

D. Adoption / Low-Income:

1. **Adoption:** Frontier agrees to market and promote its service availability at the Locations through a variety of advertising channels intended to ensure Location occupants are aware of the availability of fiber internet services. Frontier agrees to maintain a website and customer representatives to enable customers at the Locations to order fiber services.
2. **Affordable Offering:** Frontier agrees to make its commercially offered affordable service available at the Locations which is, as of the date of this Agreement a 200/200 Mbps fiber service offering for \$29.99 per month with and ACH Auto Pay discount.
3. **Resident Awareness of Grant / Project:** The County acknowledges and understands the highly competitive nature of the telecommunications industry and agrees to coordinate with Frontier regarding any public communication about the Grant/Project, Project detail, and/or about the expected timing of the availability of fiber services at the Locations.

Attachment B

Standard Terms and Conditions for Project Agreement

1.0 Definitions. The following terms are given the stated meaning.

- 1.1 **Affiliate.** Affiliate means an entity that controls, is controlled by, or is under common control with Frontier. For purposes of the foregoing, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract interest, or otherwise.
- 1.2 **FTTP.** "Fiber to the Premises" or "FTTP" means Frontier's deployment of fiber-optic facilities in a distribution network from Frontier's central offices to the public right of way, utility pole or easement immediately adjacent to the potential consumer's premises, including residential and business locations that: 1) reliably meets or exceeds a speed of 100/100 Mbps; 2) with maximum end-to-end latency that does not exceed 100 milliseconds for any offered service; 3) that is available for subscription at every Broadband Serviceable Location ("BSL") in the Project area such that installation may occur within ten (10) days of an order being placed for service; 4) provides sufficient network capacity to accommodate growth in the number of households and businesses as well as increased data usage; and 5) is designed and constructed consistent with industry standards. If a consumer subscribes to fiber service, the fiber and distribution network will be connected with fiber-optic cable to the end user consumer location demarcation point or optical network terminal (the "Service Connection") upon customer order.

2.0 Payments. The following conditions apply to Requests for Payment and reimbursement.

- 2.1 **Invoices.** Following the achievement of each Project Milestone, Frontier shall prepare and provide to the County one or more invoices or requests for payment for amounts owed by the County under this Agreement.
- 2.2 **Timing of Payments.** With the exception of the final Project payment, all payments shall be due within sixty (60) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of the County's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event the County disputes any invoiced amount, the County will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by the County within thirty (30) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Frontier services and/or work if the County is overdue more than ninety (90) days for payments that have not been disputed in good faith. With respect to the

final Project payment, the County shall have a reasonable period, not to exceed 60 days, from Frontier's provision of notice of its Project completion to review and confirm that Frontier has passed the funded Locations with fiber and that fiber services are available at the Locations. Frontier shall provide to the County, upon reasonable request, additional documentation to assist the County's review.

3.0 End user customer services, support and billing.

- 3.1 **End user customer services to be established directly with Frontier.** The FTTP internet access is provided pursuant to standard Frontier terms and conditions for residential and/or small business services found at Frontier.com/corporate/terms. The end user customer will obtain service directly from Frontier through customary account activation steps and procedures.
- 3.2 **End user customer support.** Each subscriber to Frontier services, shall be entitled to Frontier's full support with respect to the FTTP internet access services to the same extent as any other similar FTTP Frontier internet service customer.
- 3.3 **End user billing.** Frontier will invoice directly each subscribing customer on a monthly basis as with other Frontier service recipients. Billing and payment shall be pursuant to Frontier standard terms and conditions for internet services and paid for by the subscribing customer and not the County.
- 4.0 **Property and Equipment Purchases.** All property purchased by Frontier or caused to be purchased by Frontier using any funds paid to Frontier by the County or otherwise acquired by Frontier in connection with the Project shall be and remain the property of Frontier. Frontier is responsible for the security, maintenance and insurance of all property acquired by Frontier using any such funds.
- 5.0 **Installation services / standards.** Frontier installation services will be performed in a workmanship manner consistent with industry standards and manufacturer published specifications and practices. Workmanship will comply with applicable industry standards, including NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.
- 6.0 **Inspection and Audit Rights of the County.**
 - 6.1 The County shall have the right to enter upon the Project site at reasonable times as coordinated in advance with Frontier in order to monitor compliance with the terms of this Agreement.
 - 6.2 The County shall have the right to request and Frontier shall provide such information as is reasonably required in order for the County to confirm Frontier's compliance with the terms of this Agreement.
- 7.0 **Recordkeeping.** Frontier shall keep and retain records related to the Project in accordance with applicable law but in any event for a period of no less than three (3) years after the completion of the Project.
- 8.0 **Compliance with Law.** Frontier and its agents, affiliates and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that apply to Frontier's performance of Frontier's obligations with respect to the Project.

- 9.0 **Insurance Requirements.** Frontier shall provide and maintain in full force and effect at no cost to the County insurance coverage customary for the provision of services and work to be performed by Frontier in connection with the Project and consistent with Frontier's corporate risk management practices. Frontier shall, upon request by the County, provide proof of insurance at all times during the Term of Agreement.
- 10.0 **Indemnification.** Frontier shall indemnify and hold harmless the County and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages, arising from Frontier's negligence or intentional misconduct, resulting from or in any way associated with the Project, including reasonable attorneys' fees and costs for enforcement. Frontier shall indemnify and hold harmless the County and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any obligations arising out of agreements between Frontier and Frontier contractors and Frontier personnel to perform services or otherwise supply products or services.
- 11.0 **Captions.** The captions in this Agreement have been inserted solely for convenience of reference and shall have no effect upon its construction or interpretation.
- 12.0 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 13.0 **Entire Agreement.** This Agreement sets forth the entire agreement of the Parties with respect to this Agreement and supercedes all prior discussions, including any documents submitted in response to the County's request for proposal, negotiations, understandings, or agreements relating to such matters, all of which are merged herein. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms and conditions of this Agreement shall prevail.
- 14.0 **Waiver.** Failure or delay on the part of either Party to exercise any power under this Agreement will not constitute a waiver thereof.
- 15.0 **Amendment.** This Agreement may be amended at any time but only by written mutual consent and agreement of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.
- 16.0 **Assignment and Delegation.** Except as provided in the following provisions of this Section or otherwise set forth in this Agreement, Frontier shall not assign its rights hereunder without prior written consent of the County. Notwithstanding the foregoing, Frontier may assign its rights hereunder to any entity that is an Affiliate without prior consent of the County provided that such Affiliate shall assume all obligations of Frontier hereunder in writing in a manner subject to the consent of the County, which shall not be unreasonably withheld, conditioned or delayed. Frontier will give the County at least thirty (30) days' prior written notice of any such permitted assignment hereunder. No such assignment shall

release Frontier from its liability hereunder unless Frontier shall provide evidence to the reasonable satisfaction of the County of the Affiliate's ability to satisfy the obligations of Frontier hereunder.

- 17.0 **Independent Contractor.** Frontier, including any Frontier contractors and Frontier personnel, shall not hold themselves out as an employee or agent of the County. Frontier, including any Frontier personnel, are not considered employees of the County for any purpose, including federal or state tax purposes.
- 18.0 **Successors.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective representatives, successors, and assigns.
- 19.0 **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, certified return receipt requested and postage prepaid or via overnight service, addressed as follows:

If to Frontier: Frontier North Inc.
6430 Oakbrook Pkwy
Fort Wayne, IN 46825
Attention: Diane Williams-Stinson, VP Grant Administration

With a copy to:

Frontier Communications
1919 McKinney Ave
Dallas, Texas 75201
Attention: Kevin J. Saville, SVP & General Counsel

If to the County: County of Athens

Attention:

With a copy to:

Attention:

- 20.0 **Project Status Reports.** Frontier shall provide periodic project status reports to the County, upon request, upon Project Milestone completion, and upon completion of the Project. Such reports shall include information relating to progress of the Project, funds used to date, number of Locations passed, and/or other documentation as agreed between the Parties.

- 21.0 **Cooperation.** The Parties agree to cooperate with each other in the pursuit of the completion of the Project and thus make available subject matter experts, points of contact and such other representatives and advisors as necessary for such purposes.
- 22.0 **Force majeure.** In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of an end user consumer and / or the County, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.
- 23.0 **Contaminated Areas.** If Frontier discovers contaminated areas (not owned by Frontier) during the performance of the work for the Project, Frontier will cease all Project activity in such area(s) until all hazardous materials are removed. Frontier is not responsible for such removal nor any time delays arising therefrom.
- 24.0 **Special Construction.** The rates and Project costs identified in this Agreement, and any grant award, if applicable, are based on location data and pricing available as of the date of its high level Project proposal and estimated based on standard installation costs and Frontier may not be able to bring the requested services to all Locations at the Project cost identified in this Agreement. Changes in Project scope and factors outside of Frontier's control including the passage of time, subsequent deployment, economic/inflationary conditions, market dynamics, and unforeseen construction obstacles may impact the Project scope, overall cost, and/or feasibility, and necessitate a future Project update. In Frontier determines, in its reasonable discretion, that the costs of providing the services as described in this Agreement to any Location are materially higher than normal including but not limited to costs due to, abnormal, unusual, unknown, or concealed conditions or supply chain issues/availability of electronics and/or other components, Frontier will notify the County of the additional costs associated with provision of such services to such location(s) and request the County's acceptance of either (a) a mutually agreeable modification of the location(s) to be served and any associated reduction in the Project costs (the "Modified Locations") or (b) such additional costs as a condition to proceeding with the Project with respect to such location(s) ("Special Construction"). Upon notification that Modified Locations and/or Special Construction is required, the County and Frontier will meet to determine a mutually agreed modification of the Location(s) to be served and any associated reduction in the Project costs or the County will have ten (10) business days to notify Frontier of its acceptance of the Special Construction and additional costs. If the County does not agree to the Special Construction costs within ten (10) business days, the County shall be deemed to have agreed to the Modified Locations. If the County agrees to the Special Construction, Frontier and the County will work together to put in place a mutually agreeable amendment to this Agreement reflecting such Special Construction and additional costs and, as needed, to secure a modification of grant agreement terms, if applicable. The Parties represent and warrant to each other that this provision is not meant or intended to be utilized as a means to unnecessarily increase the cost of the Project but to prudently, and in a mutually cooperative manner, address those situations that, although not known at this time, may arise during the course of the Project as described above.

- 25.0 **Exclusivity.** In consideration of the expenses that Frontier has incurred and will incur in connection with the Project, the County agrees that until such time as the Project is completed or the Agreement has otherwise terminated (such period referred to as the "Exclusivity Period"), neither the County or any of its representatives, officers, employees, agents, or affiliates (the County and all such persons and entities, the "County Group") shall initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons other than Frontier and its affiliates (a "Alternative Project Proposal") for services and / or projects similar to or in replacement of the Project whether directly, or indirectly, alone or in conjunction with others or provide any non-public information to any third party in connection with an Alternative Project Proposal or enter into any agreement, arrangement or understanding requiring the County to abandon, terminate or fail to consummate the Project Transaction with Frontier. The County agrees to immediately notify Frontier if any member of the County Group receives any indications of interest, requests for information or offers in respect of an Alternative Project Proposal, and will communicate to Frontier in reasonable detail the terms of any such indication, request or offer, and will provide Frontier with copies of all written communications relating to any such indication, request or offer. Immediately upon execution of this Agreement, the County shall, and shall cause the County Group to, terminate any and all existing discussions or negotiations with any person or group of persons other than Frontier and its affiliates regarding an Alternative Project Proposal. The County represents that no member of the County Group is party to or bound by any agreement with respect to an Alternative Project Proposal other than under this Agreement.
- 26.0 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of such state or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of such state.
- 27.0 **Confidentiality – Public Announcement.** Subject to applicable law, this Agreement is confidential to the Parties and their representatives. The Parties will hold and keep their communications regarding this Agreement and the Project confidential unless and until the County and Frontier mutually agree on an announcement regarding the Project.
- 28.0 **Expenses.** The Parties will each pay their own transaction expenses, including the fees and expenses of consultants and other advisors, incurred in connection with this Agreement.
- 29.0 **Authorization.** Each Party represents that the person executing this Agreement is authorized to enter into this Agreement on its behalf.
- 30.0 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.