

REGULAR SESSION AUGUST 19, 2020

This day the Board of Morrow County Commissioners met in their office at 80 North Walnut St., Ste. A, Mt. Gilead, Ohio with the following members present: Mr. Davis and Mr. Whiston.

Mr. Castle via phone

Public in attendance: Andy Ware (Development) and Lonnie McGhee.

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Davis, who then proceeded with the business at hand. The following matters came before the Board for their consideration and approval.

**IN THE MATTER OF
APPROVAL OF THE MINUTES
OF REGULAR SESSION OF AUGUST 17, 2020: 20-R-637**

Mr. Whiston made a motion to approve the minutes of regular session of August 17, 2020, as recorded in the Commissioners Journal # 48.

Mr. Davis duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 20-R-638**

Mr. Davis made a motion to approve payment of bills numbered 1 through 64 submitted by the Morrow County Auditor's office.

Mr. Whiston duly seconded this motion

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "abstain"

**IN THE MATTER OF
PAY-INS: 20-R-639**

The following pay-ins were made to Patricia K. Davies, Morrow County Auditor:

- Pay-in #202413 Payment received from Ketterman customers for sewer fund 5121 \$111.68
- Pay-in #202414 Payment received from Johnsville customers for sewer fund 5100 \$354.00
- Pay-in #202415 Payment received from Chesterville customers for sewer fund 5159 \$120.00
- Pay-in #202416 Payment received from SoMoCo customers for sewer fund 5110 \$41.14
- Pay-in #202417 Payment received from GovDeals for scrap vehicle \$25.75 2043-1050-450530 Admin Revenue \$489.25 1000-1090-480804 Sale of County Property
- Pay-in #202433 Payment received from Chesterville customers for sewer fund 5159 \$375.00
- Pay-in #202434 Payment received from SoMoCo customers for sewer fund 5110 \$43.92

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – TITLE FUND 2415: 20-A-093**

At the request of Kimberly Bood, Clerk of Courts a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following account:

2415-4313-510240	Unemployment	\$355.48
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Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "yea"

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – JOB AND FAMILY SERVICES FUND
2121 COUNCIL FOR GOVERNMENT: 20-A-094**

At the request of Sundie Brown, Director, a motion was made by Mr. Whiston to appropriate from the unappropriated certified monies to the following account:

2121-1054-530335	COG Multi-System Youth Program Services	\$10,626.95
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Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – ZONING FUND 2051: 20-A-095**

At the request of Brent Russell, Director, a motion was made by Mr. Davis to appropriate from the unappropriated certified monies to the following account:

2051-0151-510120	Employee Wages	\$25,000.00
2051-0151-510211	OPERS	\$3,500.00
2051-0151-510213	Medicare	\$360.00
2051-0151-510220	Health Insurance	\$4,600.00

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – JOB AND FAMILY SERVICES FUND 2121 COUNCIL FOR GOVERNMENT: 20-T-086**

At the request of Sundie Brown, Director, a motion was made by Mr. Davis to approve the following transfer of funds:

****Reason – move appropriation to cover residential care services approved by the state**

From 2121-1053-530335 COG Strong Families Safe Communities Program Services to 2121-1054-530335 COG Multi-System Youth Program Services in the amount of \$15,000.00

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea”...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, COMMISSIONERS: 20-T-087**

Mr. Whiston made a motion to approve the following transfer of funds:

****Reason – no more appropriations in legal services for Sheriff legal**

From 1000-0119-550740 Equipment/Computers/Furniture (Jail) to 1000-0134-530310 Professional Services (legal-Sheriff) in the amount of \$1,000.00

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
TRANSFER OF FUNDS – ENGINEER’S FUND 2202: 20-T-088**

At the request of Bart Dennison, Morrow County Engineer, a motion was made by Mr. Whiston to approve the following transfer of funds:

****Reason – we have used all of the appropriations in this account and need to add more so that more paving work can be done by the County Highway Department**

From 2202-2202-540452 Chip & Seal to 2202-2202-540441 Asphalt/Paving in the amount of \$1,500.00
 From 2202-2202-540444 Patching Material to 2202-2202-540441 Asphalt/Paving in the amount of \$20,000.00
 From 2202-2202-540448 Salt to 2202-2202-540441 Asphalt/Paving in the amount of \$5,000.00
 From 2202-2202-540450 Tree Trimming to 2202-2202-540441 Asphalt/Paving in the amount of \$10,800.00

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
 APPROVAL TO AWARD BID FOR THE MORROW COUNTY MRW-CAN25-CR130
 BRIDGE REPLACEMENT PROJECT: 20-R-640**

WHEREAS, a bid opening was held on August 12, 2020 at 10:00 a.m. for the Morrow County MRW-CAN25-CR130 Bridge Replacement project; and

WHEREAS, the following bid was received:
 U.S. Bridge \$329,298.16

WHEREAS, Bart Dennison, Morrow County Engineer, is recommending that U.S. Bridge be awarded the bid for the Morrow County MRW-CAN25-CR130 Bridge Replacement project.

THEREFORE, Mr. Whiston made a motion that U.S. Bridge be awarded the bid for the Morrow County MRW-CAN25-CR130 Bridge Replacement project in the amount of \$329,298.16.

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
 BRIDGE LOAD LIMIT REVISION – WESTFIELD TOWNSHIP: 20-R-641**

WHEREAS, pursuant to O.R.C. 5591.42, a bridge load limit revision investigation was conducted by the Morrow County Engineer’s Office and the following bridge load limit revisions were submitted to the Morrow County Board of Commissioners by Bart Dennison, Morrow County Engineer:

TOWNSHIP	BRIDGE #	ROAD#	CURRENT LIMIT	REVISED LIMIT
Westfield	#20	County Road 149	20 Ton	8 Ton

Continued deterioration of stringer beams & deck (to be next Issue 1 project)

THEREFORE, Mr. Davis made a motion to approve the aforementioned bridge load limit revision.

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

**IN THE MATTER OF
 TRANSFER OF FUNDS – GENERAL FUND, COMMISSIONERS: 20-T-089**

Mr. Whiston made a motion to approve the following transfer of funds:

**Reason – to pay our portion of the FOB’s at the Courthouse

From 1000-0118-530323 Courthouse Maintenance/Repairs to 1000-0118-550740 Equipment/Computer/Furniture in the amount of \$298.00

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle.., “yea”

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**IN THE MATTER OF
APPROVAL OF LETTER OF INTENT FOR POTENTIAL PURCHASE OF SOLAR-
GENERATED ENERGY AND RELATED ELECTRIC CONSULTING AGREEMENT: 20-R-
642**

Mr. Whiston made a motion to approve signing a letter of intent for potential purchase of solar-generated energy and related electric consulting agreement.

Re: Letter of Intent for Potential Purchase of Solar-Generated Energy and Related Electric Consulting Agreement

The County Commissioners Association of Ohio Service Corporation (the "CCAOSC") presents this Letter of Intent (this "LOI") in connection with potential opportunities to purchase energy generated by utility scale solar facilities in conjunction with a CCAOSC Participation Agreement for its Energy Purchasing Program (the "Agreement" or "Program") between the County of Morrow ("Morrow County"), CCAOSC and CCAOSC Energy Solutions, a subsidiary of Palmer Energy Company, (the "Manager") which are each a "Party" and collectively the "Parties" to this LOI.

This LOI constitutes an agreement between Morrow County, CCAOSC and the Manager whereby Morrow County agrees to (1) use good faith efforts to consider and negotiate the purchase of energy and any other related attributes from a utility scale photovoltaic solar facility through a power purchase agreement or similar agreement (a "PPA") if the Manager develops and identifies such an opportunity at or below \$41.00 per MW-hour price (the "Purchase Opportunity") and (2) the proposed key provisions of the Agreement, whereby CCAOSC and the Manager would provide electric consulting services for the purchase, transmission and arrangement of delivery of electricity through the Program for Morrow County facilities and/or its electric governmental aggregation if Customer enters into a PPA resulting from the Purchase Opportunity. This LOI is intended to be non-binding on the Parties hereto, except for the provisions of paragraphs 1, 2, 7, 8, 9, 10 and 11.

(1) If a Purchase Opportunity is identified by the Manager for Morrow County, then Morrow County shall use good faith efforts to negotiate with the applicable counter-parties to enter into a PPA along with any other necessary agreements for the purchase of energy and if available and offered, the purchase of other related attributes from the production of the energy. The Parties contemplate that a purchase of energy through a Purchase Opportunity would require, without limitation, a contract with a certified competitive retail electric service provider to allow for the retail delivery of the energy to Morrow County in addition to load shaping capabilities, all of which would be used to delivery energy to Morrow County's facilities and/or participants in its electric governmental aggregation.

(2) If Morrow County enters into the necessary agreements to purchase energy through a Purchase Opportunity, then simultaneously with the execution of those agreements, Morrow County shall either extend its current or sign a new Agreement with CCAOSC and the Manager that include exhibits to that Agreement for energy consulting services on electric purchases for facilities and/or the electric governmental aggregation operated by the County.

Yes/No (circle one) Morrow County agrees to include its eligible facilities in this LOI.

Yes/No (circle one) Morrow County agrees to include its electric governmental aggregation program in this LOI.

(3) Manager's Services. The Manager will provide its ongoing services as described in the Agreement to assist Morrow County in purchasing electricity for its facilities and/or electric governmental aggregation program as selected below. Generally, the Manager shall assist Morrow County in securing electric pricing proposal(s) for electricity supplies, periodically provide recommendations on potential suppliers, and recommend the type of pricing mechanism(s) to utilize. The Manager shall evaluate electric market conditions and opportunities and may suggest or recommend other electric savings or cost control opportunities for Morrow County to consider. Morrow County understands that facilities receiving electric distribution service from a municipal electric utility or electric cooperative would not be eligible for this Program.

(4) Term. The extended or new term of the Agreement would be for the longer of a period of Ten (10) years or the term provided for in the PPA resulting from the Purchase Opportunity, with the commencement date to be determined by the Parties but no later than the date the Purchase Opportunity results in energy being purchased by Morrow County.

(5) Compensation. Compensation for shall be in the amounts described in the Agreement for the "Electric Purchasing Program" (for facilities) and the "Electric Aggregation Purchasing Program" (for electric governmental aggregation). This compensation shall be included in the various electric supplier pricing offers.

(6) Exclusivity. Morrow County agrees to utilize the CCAOSC and the Manager under the terms of the Agreement and be the exclusive consultant on 100% of Customer's eligible electricity requirements for all of Morrow County's facilities and/or the participants in its electric governmental aggregation program. Such exclusivity shall not preclude Morrow County from engaging other consultants for energy consulting services for electricity requirements for its facilities commencing after the expiration of the Term.

(7) Confidentiality. The CCAOSC and the Manager understand that Morrow County is a public entity and is subject to the Ohio Public Records Act, O.R.C. 149.43, *et seq.*, and that any record kept by the Customer that is deemed a public record is subject to release if a proper request is made. It is expressly understood by the Parties that O.R.C. 149.43 requires Morrow County, upon receipt of a public records request, to promptly prepare public records for inspection and to provide copies of public records in a reasonable time and that Morrow County may determine, in its sole discretion, that information is a public record subject to such release. Notwithstanding the immediately foregoing sentence, Morrow County agrees to notify the CCAOSC and Manager as soon as practically possible of a public records request that could result in the public disclosure of this LOI.

(8) Fees and Expenses. The CCAOSC and Manager shall bear their own fees and expenses, and Morrow County shall bear its own fees and expenses, including, but not limited to, fees and expenses of attorneys and financial or other advisors, incurred in connection with the execution of this LOI. This paragraph shall survive the Termination Date.

(9) Governing Law and Venue. This LOI shall be governed by and construed in accordance with the internal laws of the State of Ohio. Any litigation or other proceeding arising out of or relating to this LOI must be brought in Ohio before a court or administrative body having jurisdiction over the litigation or proceeding. This paragraph 9 shall survive the Termination Date.

(10) Assignments. No Party will assign this LOI without the prior written consent of the other, which consent will not be unreasonably withheld. In no event will the Party assigning its interest be released from any of its obligations to any other Parties.

(11) Non-Binding and Binding Provisions. This LOI is not intended to create binding obligations on any of the Parties hereto, except that paragraphs 1, 2, 7, 8, 9, 10 and 11 shall be binding upon the Parties in accordance with their respective terms.

(12) Independence. Nothing herein is intended to create a partnership, joint venture, agency or other relationship creating fiduciary or quasi fiduciary duties or similar duties or obligations, or otherwise to subject the Parties to joint and several or vicarious liability, or to impose any duty, obligation, or liability on a Party that would arise from joint and several or vicarious liability.

(13) Counterparts. This LOI may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. PDF and facsimile copies of signatures will be treated as originals.

(14) Entire Agreement. This LOI constitutes the entire agreement between the CCAOSC, Manager and Morrow County regarding the subject matter thereof. No modification or amendment hereof shall be effective unless in writing and signed by a duly authorized representative of each Party.

(15) Duly Authorized Representative. The individual(s) executing this LOI on behalf of each Party does hereby represent and warrant that he or she is duly authorized and empowered to execute same on behalf of his or her Party, and to fully bind that Party to all of the terms hereof.

(16) No Drafting Bias. In the event an ambiguity or question of intent or interpretation arises, this LOI will be enforced and construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either party or its construction or interpretation of this LOI by virtue of the authorship of any of terms or provisions of this LOI.

(17) Termination. This LOI shall automatically terminate upon the earlier of (a) January 1, 2022 or (b) the execution or extension of the Agreement (the "Termination Date").

If the foregoing terms are acceptable to Morrow County, please so indicate by signing LOI in the space provided below and returning it to the CCAOSC and Manager no later than May 1st, 2020. Please call should you have any questions.

CCAO SERVICE CORPORATION

By: _____

COUNTY OF Morrow

Date of Adoption of Approving Ordinance or Resolution

By: _____

August 19, 2020

Address: 80 N. Walnut Street, Ste A
Mount Gilead, Ohio 43338

CCAOSC ENERGY SOLUTIONS

By: _____

5577 Airport Highway, Suite 101
Toledo, OH 43615

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle..., "yea"

**IN THE MATTER OF
RESOLUTION AUTHORIZING AN ADDITIONAL FIVE PERCENT OF ALL
COLLECTIONS OF DELINQUENT REAL PROPERTY, PERSONAL PROPERTY AND
MANUFACTURED AND MOBILE HOME TAXES AND ASSESSMENTS TO BE DEPOSITED
IN THE TREASURER'S DELINQUENT TAX AND ASSESSMENT COLLECTION (DTAC)
FUND FOR THE USE OF THE MORROW COUNTY LAND REUTILIZATION
CORPORATION: 20-R-643**

WHEREAS, the Morrow County Board of Commissioners authorized establishing the Morrow County Reutilization Corporation on November 4, 2015; and

WHEREAS, pursuant to Section 321.261(B) of the Ohio Revised Code, the County Treasurer has requested the Board of Commissioners to authorize and designate the additional DTAC Fee to be deposited in the County's Delinquent Tax and Assessment Collection Fund for the exclusive use of the Corporation; and

WHEREAS, the additional five percent collection will commence with the next 2021 real estate tax, 2021 manufactured and mobile home tax, and delinquent personal property tax settlement and continue forward.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Morrow County, Ohio that this Resolution approving an additional five percent of all collections of delinquent real property, personal property and manufactured and mobile home taxes and assessments to be deposited in the Treasurer’s Delinquent Tax and Assessment Collection (DTAC) Fund for the use of Morrow County Land Reutilization Corporation. Collection will commence with the next 2021 real estate tax, 2021 manufactured and mobile home tax, and delinquent personal property tax settlement and continue forward.

Mr. Whiston moved the adoption of the foregoing resolution. It was seconded by Mr. Castle, and upon call of the roll the following vote resulted:

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea”

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 20-R-644**

Mr. Whiston made a motion to recess session at 9:22 a.m.

Mr. Castle duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “yea’

Commissioner Castle is no longer in attendance

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 20-R-645**

Mr. Davis made a motion to return to regular session at 11:31 a.m.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., “yea” ...,Mr. Davis..., “yea” .., Mr. Castle., “absent”

**IN THE MATTER OF
APPROVAL FOR THE MORROW COUNTY ENGINEER TO ADOPT THE OPERS EARLY
RETIREMENT INCENTIVE PLAN EFFECTIVE OCTOBER 20, 2020 THROUGH OCTOBER
20, 2021, AND FOR VICE CHAIRMAN, WARREN DAVIS TO SIGN: 20-R-646**

Mr. Whiston made a motion that the Morrow County Commissioners designate the Morrow County Engineer to be an “Employing Unit” for the purpose of O.R.C. 145.297 and moved the adoption of the following resolution:

RESOLUTION

WHEREAS, the Morrow County Engineer’s office is adopting the following Early Retirement Policy Incentive Plan:

OPERS EARLY RETIREMENT INCENTIVE PLAN

1. **Plan Name.** The name of the plan shall be the Retirement Incentive Plan of the Morrow County Engineer’s Office (hereinafter, the “Plan”).
2. **Enabling Resolution and Governing Law.** The plan was approved by the Morrow County Engineer and is based on the provisions of Section 145.297 and/or Section 145.298, Ohio Revised Code, and Ohio Administrative Code Rule 145-2-42.
3. **Plan Period.** The plan shall begin on October 20, 2020 and terminate on October 20, 2021.
4. **Terms.**

- a. The Plan shall be the only retirement incentive plan in effect for eligible employees of the Morrow County Engineer's Office.
- b. Participation in the Plan shall be available to eight percent (8%) of employees of the Morrow County Engineer's Office who are employed at their offices and are members of the Ohio Public Employees Retirement System (hereinafter, "OPERS") on October 20, 2020. Employees who have established more total service credit of record in OPERS pursuant to applicable service credit provisions of Chapter 145, Ohio Revised Code, have the right to elect to participate in the Plan before employees having less total service credit established in OPERS.
- c. Pursuant to the terms of the Plan, service credit for each participating employee shall be purchased by the Morrow County Engineer's Office in an amount equal to the lesser of the following:
 - i. One (1) year of service credit; or
 - ii. An amount of service credit equal to one-fifth of the total service credit of record credited to the participating employee in OPERS, exclusive of the service credit purchased under this Plan.

5. **Eligibility Requirements.** Any employee of the Morrow County Engineer's Office eligible to participate in the Plan shall meet the following criteria:

- a. The employee is or will be eligible to retire under Section 145.332, or 145.37, Ohio Revised Code, on or before the date of termination of the Plan. Service credit to be purchased for the employee under the Plan shall be included in making this determination for eligibility.
- b. The employee agrees to retire under Section 145.332, or 145.37, Ohio Revised Code, within 90 days after receiving notice from OPERS that service credit has been purchased for the employee pursuant to the Plan.

6. **Notice.** The Plan shall be in effect for a minimum of one year. All employees and OPERS will receive written notice 30 days in advance of the proposed termination date of the Plan.

7. **Grievance Procedure.** Any employee who wishes to file a grievance regarding the Plan or any procedures related thereto may do so in accordance with the Morrow County Engineer's Non-Union Grievance Procedure, as outlined in Section 6.4 of the Morrow County Engineer's Policy and Procedure Manual.

Mr. Davis duly seconded this motion.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "absent"

There being no further matters to bring before the board, a motion to adjourn was made by Mr. Whiston and duly seconded by Mr. Davis.

Roll Call Vote: ...,Mr. Whiston..., "yea" ...,Mr. Davis..., "yea" .., Mr. Castle., "absent"

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS