

Resolution

Number 17-1637

Adopted Date October 17, 2017

APPROVE AND AUTHORIZE WARREN COUNTY TRANSIT SERVICE PROGRAM MANAGER TO SIGN THE ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT CONTRACT BY AND BETWEEN THE OHIO DEPARTMENT OF TRANSPORTATION AND THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS, an electronic signature is required to participate in the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-0123-018-181 with the Ohio Department of Transportation; and

NOW THEREFORE BE IT RESOLVED, to approve and authorize Susanne Mason, as the Program Manager of the Warren County Transit Service, to electronically sign the Elderly and Disabled Transit Fare Assistance Grant Contract No. EHTA-0123-018-181 with the Ohio Department of Transportation, on behalf of the Warren County Board of County Commissioners, as attached and made a part hereof; and

BE IT FURTHER RESOLVED, in the event funding is not available from the Ohio Department of Transportation, the Warren County Board of Commissioners has no further obligation to fund this project.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

/sm

cc: Transit (file)
C/A—ODOT
ODOT

**ELDERLY AND DISABLED TRANSIT FARE
ASSISTANCE PROGRAM**

GRANT CONTRACT

BETWEEN THE

WARREN COUNTY BOARD OF COMMISSIONERS

AND THE

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

CONTRACT NO. EHTA-0123-018-181



STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
OFFICE OF TRANSIT
ELDERLY AND DISABLED TRANSIT FARE ASSISTANCE GRANT
CONTRACT
CONTRACT NO. EHTA-0123-018-181

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the WARREN COUNTY BOARD OF COMMISSIONERS agree as follows.

ARTICLE I

DEFINITIONS

The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Transit.

Contract: this Contract, which is identified as Contract No. EHTA-0123-018-181.

Disabled: any person with a mental or physical impairment limiting one or more major life functions as defined by the Americans with Disabilities Act (ADA Act) 49 CFR Part 37.

Elderly: any person 65 years of age or older.

Fiscal Year or FY: the State of Ohio fiscal year, July 1 through June 30.

Grant Contract: a Program grant contract, including but not limited to this Contract.

Grantee: the Warren County Board of Commissioners.

Private Non-Profit Organization: an Ohio not-for-profit corporation as defined in Chapter 1702 of the Ohio Revised Code and is designated by a Board of County Commissioners to provide public transit service.

Program: the Elderly and Disabled Transit Fare Assistance Program funded by Am. Sub. H.B. 66 enacted by the 126th Ohio General Assembly which provides state funds for reduced fares.

Project Contractor: an independent supplier of public transit service, whether public, private or private nonprofit, which has an agreement with the Grantee to offer reduced fares.

Public Transit Service: a publicly owned or operated transportation system using buses, rail vehicles or other surface conveyances to provide transportation service to the general public on a regular and continuing basis, and receive State or Federal funding through the Rural Transit Program or the Urban Transit Program.

Reduced Fare: a fare offered by the public transportation system for elderly and people with disabilities which is no greater than one-half (1/2) the regular adult fare.

Regular Adult Fare: the lowest fare for a one way trip that has a one-half (1/2) fare option for persons who are elderly or for persons who have a disability.

Service Area: Warren County.

ARTICLE II

SECTION 1. PURPOSE OF CONTRACT: The purpose of this Contract is to reimburse public transportation systems who offer reduced fares to the elderly and disabled in accordance with the program policy and procedure.

SECTION 2. SCOPE OF PROJECT: The Grantee shall apply all grant funds provided under this contract to the costs incurred in the provision of public transit service within Warren County.

The Grantee shall undertake reasonable marketing efforts to ensure that elderly people and people with disabilities in the service area are made aware of the reduced fares.

SECTION 3. GRANT FUNDS: ODOT agrees to provide Grant Funds to the Grantee for the Project in the amount of Twenty-Three Thousand, Three Hundred Seventy-Six Dollars (\$23,376).

Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount stated in the first sentence of this Section and shall be required to pay only such amount as it may determine.

Pursuant to Ohio Revised Code (ORC) Section 126.07, this agreement shall be valid and enforceable only if funds are appropriated and the Director of OBM certifies that there is a balance in the appropriation not previously obligated to pay existing obligations. In pertinent part, Section 126.07 states the following:

"No contract, agreement or obligation involving the expenditure of money chargeable to an appropriation, nor any resolution or order for the expenditure of money chargeable to an appropriation shall be valid and enforceable unless the Director of Budget and Management first certifies that there is a balance in the appropriation not already obligated to pay existing obligations."

Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07, as in effect on July 1 of the program fiscal year.

SECTION 4. METHOD OF PAYMENT TO GRANTEE: ODOT shall pay the Grantee the amount of grant funds specified in Section 3 in accordance with the program policy and procedure.

SECTION 5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS: The Grantee and all Project Contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements as they apply to public transportation systems and public transit service.

SECTION 5.1 OHIO ETHICS LAW: Grantee agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics Law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION 5.2 OHIO ELECTIONS LAW: Grantee affirms that, as applicable to it, no party listed in Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SECTION 6. SERVICE CHANGES: The Grantee shall submit to the Administrator a report of all fare changes and any significant trends or developments during the period covered by the grant which have occurred as a result of the Program.

The Grantee shall submit all other information requested by ODOT or its agents.

SECTION 7. PROJECT ADMINISTRATION: Upon request by ODOT the Grantee shall return any overpayment of grant funds to ODOT not later than forty-five days after notice by ODOT that an overpayment to the Grantee has occurred.

The Grantee shall permit ODOT or any of its agents to inspect offices, records, books, operations, vehicles and facilities of the Grantee and of all Project Contractors.

SECTION 8. CHANGE IN CONDITIONS OR LAW AFFECTING PERFORMANCE: The Grantee shall immediately notify ODOT of any change in conditions or local law or of any other event which may affect its ability to carry out its responsibilities in accordance with the provisions of the Contract.

SECTION 9. DEFAULT: Neglect or failure of the Grantee to comply with any of the terms, provisions or conditions of this Contract or of any other grant contract entered into between ODOT and the Grantee or failure of any representation made to ODOT by the Grantee in connection with any such contract to be true shall be an event of default, whether or not payment of grant funds has been fully or partially made.

Whenever any event of default has occurred, ODOT may (a) decline to make any further payments under this Contract to the Grantee, and (b) require reimbursement from the Grantee of all or any portion of the grant funds for any period of time that the Grantee has been in default.

No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to ODOT upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

SECTION 10. NO ADDITIONAL WAIVER IMPLIED: If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

SECTION 11. SEVERABILITY: If any provision of this Contract is held to be invalid or unenforceable by a court jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.

SECTION 12. REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE: The Grantee hereby represents and warrants that it is a county transit board or regional transit authority established pursuant to Chapter 306 of the Ohio Revised Code, a county, a municipality or a private nonprofit corporation and that it has full power and authority to enter into this Contract and to perform its

obligations hereunder.

SECTION 13. PROGRAM POLICY AND PROCEDURE: The current Policy and Procedure for the Elderly and Disabled Transit Fare Assistance Program as determined by ODOT are incorporated into this grant agreement in its entirety.

SECTION 14. FINDINGS FOR RECOVERY: No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.

SECTION 15. OFFER; EFFECTIVE DATE: When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within thirty days of such transmittal, unless an extension is granted in writing by the Administrator at the request of the Grantee. This Contract shall become effective upon its execution by ODOT and the Grantee, and the obligations of the parties hereunder shall then begin.

SECTION 16. BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES: The Grantee affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://governor.ohio.gov/MediaRoom/ExecutiveOrders.aspx>).

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its Project Contractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

Banning the Expenditure of Public Funds on Offshore Services - Termination. Sanction. Damages:

If Grantee or any of its Project Contractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its Project Contractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of 5 % of the value of the Contract.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract,

including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, costs associated with corrective action, or liquidated damages.

SECTION 17. - ASSIGNMENT/DELEGATION: The Grantee will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SECTION 18. MODIFICATIONS: This grant and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by ODOT and the Grantee.

SECTION 19. INDEPENDENCE OF GRANTEE: In no event shall the Grantee or any of its employees, agents, contractors, subcontractors, or Project Contractors be considered agents or employees of ODOT, the State, or US Dot.

The Grantee agrees that none of its employees, agents, contractors, subcontractors, or Project Contractors will hold themselves out as, or claim to be, agents, officers, or employees of ODOT, the State or US DOT and will not by reason of any relationship with ODOT or US DOT make any claim, demand, or application to or for any right or privilege applicable, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, social security coverage, or retirement membership or credit.

SECTION 20. CONTRACTS OF THE GRANTEE: The Grantee shall not enter into any contract for assistance in the provision, operation, or management of transportation services for the Projects without the express prior written consent of ODOT.

SECTION 21. CONTRACT DISPUTE RESOLUTION: In the event of a dispute in the interpretation of the provisions of this Contract, such dispute shall be settled through negotiation between the Administrator and the Grantee. If no agreement is reached, the dispute will be referred to the Ohio Attorney General, Transportation Section, for final resolution.

The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the Projects and shall notify the Administrator of any current or prospective litigation pertaining to any such third party contract.

The Grantee hereby agrees that US DOT and ODOT shall receive, respectively through ODOT, the Federal share and State share of any proceeds derived from any third party recovery.

SECTION 22. DRUG-FREE WORK PLACE: Grantee agrees to comply with all applicable State and Federal laws regarding a drug-free work place. Grantee shall make a good faith effort to ensure that its employees will not purchase, transfer, use, or possess illegal drugs, or abuse prescription drugs in any way.

SECTION 23. FEDERAL NONDISCRIMINATION REQUIREMENTS: In carrying out this agreement, grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, military status, genetic information, or disability as that term is defined in the Americans with Disabilities Act. Grantee shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, military status, genetic information, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. In addition, the Grantee will not deny anyone the benefits of participation in any federally funded program on account of race, color, or national origin.

Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, military

status, genetic information, or disability. Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

Grantee agrees to ensure that disadvantaged business enterprises, as such are defined in 49 CFR PART 26, will have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided in conjunction with this agreement. Pursuant to 49 CFR 26.13(b), Grantee agrees not to discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. Grantee agrees to carry out applicable requirements of 49 CFR PART 26 in the award and administration of DOT-assisted contracts. Grantee understands that failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Ohio Department of Transportation deems appropriate.

During the performance of this agreement, the grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth below, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this agreement, the grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- ☐ Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- ☐ The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- ☐ Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
- ☐ Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- ☐ The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
- ☐ Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- ☐ The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
- ☐ Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- ☐ The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- ☐ Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- ☐ Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

- ☐ Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)

SECTION 24. GOVERNING LAWS: This agreement and any claims arising out of this agreement shall be governed by the laws of the State of Ohio. Any provision of this agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this agreement or the performance thereunder shall be brought only in the courts of Ohio, and the owner hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

SECTION 25. NOTICE: Notice under this Agreement shall be directed as follows:

IF TO GRANTEE

Warren County Board of Commissioners
406 Justice Dr.
Lebanon, Ohio 45036

IF TO ODOT

Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

SECTION 26. SIGNATURES: Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties have executed this contract as of the day and year last written below.

FOR THE GRANTEE

By: 

Print Name: Tom Grossmann

Title: President

Date: 10/17/17

**STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION:**

By: _____
Jerry Wray, Director


Date: _____

For Use by Office of Chief Legal
Counsel Only; ceg

Date Received: 8/8/2017

8

APPROVED AS TO FORM



**Adam M. Nice
Asst. Prosecuting Attorney**

Resolution

Number 17-1638

Adopted Date October 17, 2017

APPROVE CHANGE ORDER #2 WITH W.G. STANG, LLC. FOR THE BUTTERWORTH ROAD BRIDGE #156-0.68 REPLACEMENT PROJECT

WHEREAS, pursuant to Resolution #17-0211 adopted February 14, 2017 this Board awarded bid and entered into a contract for the Butterworth Road Bridge #156-0.68 Replacement Project; and

WHEREAS, additional work must be performed in the completion of said project; and

WHEREAS, pursuant to Section 5555.69 of the Ohio Revised Code, this Board of County Commissioners accepts the price to be paid for the additional work to be performed; and

WHEREAS, Section 153.62 of the Ohio Revised Code allows the issuance of a change order for additional work; and

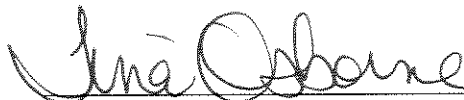
NOW THEREFORE BE IT RESOLVED, to approve change order #2 with W.G. Stang, LLC. in the amount of \$692.50 resulting in an increase to purchase order #18998, which is for a portion of the work, and a new contract price of \$279,728.80 for said purchase order. A copy of the change order is attached hereto and made a part thereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
c/a – W.G. Stang, LLC.
Engineer (file)



CHANGE ORDER

Warren County Engineer's Office

210 W. Main Street
Lebanon, Ohio 45036
Phone: (513) 925-3301
Fax (513) 695-7714

DATE: October 12, 2017

Contractor: W.G. Stang, LLC
Change Order No.: 2
Project Name: Butterworth Road Bridge #156-0.68 Replacement Project
P.O. Number: 18998

Ref. #	Item	Diff. in QTY	Unit	DESCRIPTION	UNIT PRICE	ADD	DELETE
	659	277	SY	Seeding and Mulching	\$ 2.50	\$ 692.50	
Sums of the ADDITIONS and DELETIONS						\$ 692.50	\$ -
TOTALS FOR THIS CHANGE ORDER						\$ 692.50	

Original contract price: (Not including water and sewer items)
Current contract price adjusted by previous change orders:
The Contract price due to this change order will be increased/decreased (circle one).
The New contract price including this change order will be:
The contract time will be increased by

\$ 255,322.00
\$ 279,036.30
\$ 692.50
\$ 279,728.80

calendar days.

All items are adjustments to plan quantity that are approved by the following signatures.

I HEREBY AGREE TO PERFORM THE WORK AND TO THE NON-PERFORMANCE OF WORK AS LISTED IN ACCORDANCE WITH THE 2016 ODOT SPECIFICATIONS BOOK.

Contractor's Signature: Barry Stang
Date: 10-12-2017
Title within Member

Warren County Engineer: Neil F. Tunison / EIT
Date: 10/13/17

Warren County Commissioner: [Signature]
Date: 10/19/17

Warren County Commissioner: _____
Date: _____

Warren County Commissioner: [Signature]
Date: 10/17/17

Resolution

Number 17-1639

Adopted Date October 17, 2017

ENTER INTO TERMINATION AGREEMENT WITH TRANE US, INC FOR CANCELLATION OF 2016 SERVICE AGREEMENT ON BEHALF OF FACILITIES MANAGEMENT

WHEREAS, it is necessary to enter into a Termination Agreement by and between the Board of Warren County Commissioners on behalf of Warren County Facilities Management (Warren County), located at 406 Justice Drive, Lebanon, Ohio 45036, and Trane U.S. Inc., (Trane), located at 10300 Springfield Pike, Cincinnati, Ohio 45215-1118; and

WHEREAS, on May 10, 2016, the parties entered into an agreement for services to be provided by Trane U.S. Inc. to Warren County at a cost of \$3,525.00 annually (hereinafter "the 2016 Service Agreement"); and

WHEREAS, the 2016 Service Agreement, by its terms, renews automatically for successive periods of one (1) year, for a total of three (3) years; and

WHEREAS, the parties now desire to cancel the 2016 Service Agreement, and enter into an agreement for services to be provided by Trane U.S. Inc., to Warren County (hereinafter "the 2017 Service Agreement"), which will contain different terms from the 2016 Service Agreement; and

WHEREAS, Warren County has paid \$1,762.50 toward the 2016 Service Agreement for work, obligations, and duties not yet performed by Trane pursuant to that agreement;

NOW THEREFORE BE IT RESOLVED, the parties hereby agree to terminate and cancel all remaining terms, obligations, rights, or duties of either party under the 2016 Service Agreement, such termination to become effective on the date of execution of the 2017 Service Agreement. The parties further agree that Trane will credit Warren County \$1,762.50 toward Warren County's payment obligations pursuant to the 2017 Service Agreement. In the event the parties do not execute the 2017 agreement, Trane agrees to refund Warren County in the amount of \$1,762.50.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

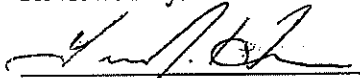
Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: C/A—Trane U.S. Inc.
Facilities Management (file)

Reviewed by:

 10/12/17


Trevor Hearn

Date

Facilities Management

Warren County, Ohio

Approved as to form:



Kathryn M. Horvath

Assistant Prosecuting Attorney

Warren County, Ohio

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 17-1640

Adopted Date October 17, 2017

APPROVE AND ENTER INTO A THREE YEAR SCHEDULED SERVICE AGREEMENT
WITH TRANE US INC

BE IT RESOLVED, to approve and enter into a three (3) year service agreement with Trane US Inc. for the scheduled service on various HVAC equipment; and

BE IT FURTHER RESOLVED, to approve purchase order number #21723 to Trane US Inc. in the amount of \$8737.50 for the first year of said services.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: C/A—Trane US Inc.
Facilities Management (file)



The Agreement

TRANE SCHEDULED SERVICE AGREEMENT

SERVICE PROPOSAL FOR:

Warren County Commissioners

Facilities Management
406 Justice Drive
Lebanon, OH 45036
Trevor Hearn

SITE ADDRESS:

Warren County Jail
550 Justice Drive
Lebanon, OH 45036

Warren County Administration Building
406 Justice Drive
Lebanon, OH 45036

Warren County
320 East Silver Street
Lebanon, OH 45036

LOCAL TRANE OFFICE:

Trane U.S. Inc.
10300 Springfield Pike
Cincinnati, OH 45215-1118

LOCAL TRANE REPRESENTATIVE:

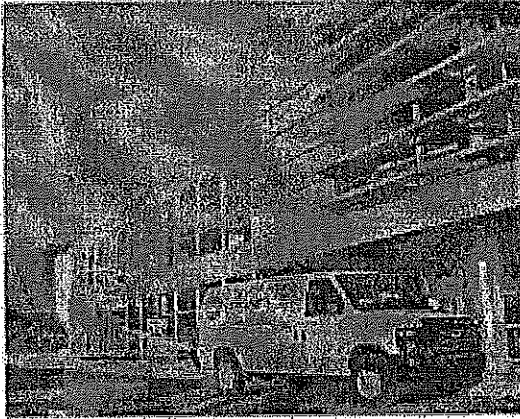
Bob Walters

PROPOSAL ID / AGREEMENT NUMBER:

1976569 / TBD

DATE:

October 4, 2017





TRANE SCHEDULED SERVICE AGREEMENT

Scope of Services – Standard Inclusions

Provided in your Scheduled Service Agreement:

Trane Scheduled Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, cleaning solvents, and wiping cloths.

Refrigerant Management

This scope includes:

- Refrigerant Replacement at 0% of Charge per unit per year
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated annually

Trane Laboratory Analysis

The Trane Chemical Laboratory performs routine analysis and trending of oil, absorption solutions, and refrigerants as required. Equipped with this knowledge and Trane's extensive experience we can identify and head off potential system failures more definitively than service providers who depend on third party testing laboratories.

Training Voucher

Provided with your Service Agreement:

Trane Cincinnati is proud to offer operations and maintenance training classes through the Trane Cincinnati Aftermarket Training Program. Over 1000 people annually are brought into our office and educated by factory trained instructors in over thirty different topics. With your Trane Service Agreement, you receive a voucher to be used at our Training Center for any class (up to a \$250 value) with the exception of certification classes.

Vouchers will be provided after agreement is signed and are to be used during the term of this Service Agreement.



Obtaining Service

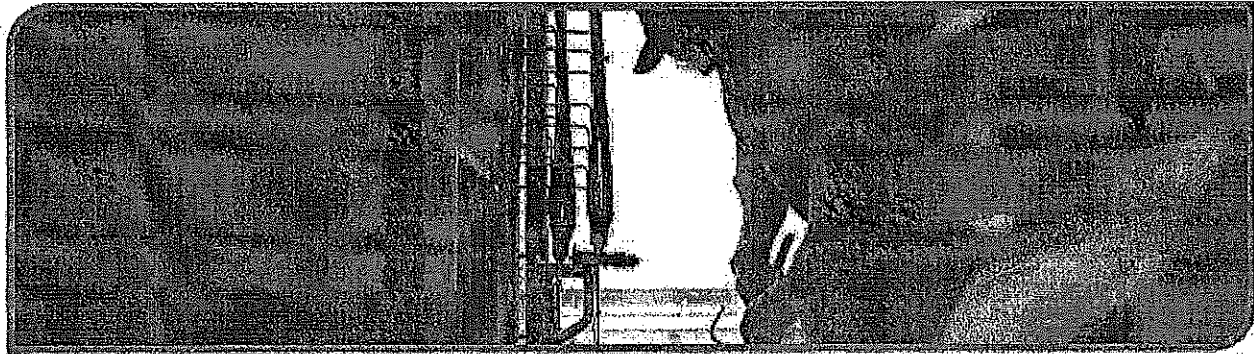
To obtain repair service within the Scope of Services, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. The Trane District office identified on the first page of the Agreement is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For repair service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

Prior to Trane performing any additional services, repairs, and/or replacements, Trane must provide a separate written quote stating the work to be performed and the price to be paid by Customer for the work.



TRANE SCHEDULED SERVICE AGREEMENT

Equipment Coverage and Services



Trane will perform the following scheduled services on the described equipment located at:
 Warren County Jail, Administration Building and 320 E Silver St.

The following "Covered Equipment" will be serviced at Warren County Jail and the Admin Building:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Stealth Chiller	1	Trane	RTAE200	U14D09059	CHILLER #1
Air-Cooled Stealth Chiller	1	Trane	RTAE200	Unknown	CHILLER #2

Description

RTAE Annual Inspection (Service 1)
 RTAE Inspection (Service 2)

Quantity Per Term
 1- Inspection Per Year
 5 - Inspections Per Year

Service 1: RTAE Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Close Compressor Discharge Service Valve
- Oil Level Check (Screw Machines) with Unit Shut Down (Per Circuit)
- Electrical Inspection (RTAE)
- Open AFD Panel Door(s) (Unit Locked Out)
- Drive Cooling Fluid Level and PH Check (Per Circuit)
- AFD3 Inspection
- Close AFD Panel Door(s)
- Visual Condenser Coil Check
- Condenser Coil Clean
- Leak Test Inspection (Positive Pressure)
- Remove Lock Out Tag Out At Main Disconnect
- Open Compressor Discharge Service Valve
- Oil Analysis Per Circuit
- Control Panel Calibration Check
- Compressor And Oil Separator Heater Check
- Condenser Fans Check RTAE Per Circuit

- Pre-Start Check RTA*
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Check EXV Sight Glass
- Tracer TU Connect
- Run Service Report (Tracer TU AdaptiView)
- Tracer TU Final Disconnect
- Clean Display
- Complete Required Paper Work
- Touch Up Paint

Service 2: RTAE Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Close Compressor Discharge Service Valve
- Electrical Inspection (RTAE)
- Open AFD Panel and inspect Drive
- Visual Condenser Coil Check
- Remove Lock Out Tag Out At Main Disconnect
- Open Compressor Discharge Service Valve
- Control Panel Calibration Check
- Compressor And Oil Separator Heater Check
- Condenser Fans Check RTAE Per Circuit
- Reinstall Sound Attenuation
- Pre-Start Check RTA*
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Check EXV Sight Glass
- Tracer TU Connect
- Run Service Report (Tracer TU AdaptiView)
- Tracer TU Final Disconnect
- Verify Sound Attenuation Is Reinstalled
- Clean Display
- Complete Required Paper Work

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Scroll Chiller	1	Trane	CGAM70A2	Unknown	CHILLER

Description

CGAM Annual Inspection (Service 1)
 CGAM Inspection (Service 2)

Quantity Per Term
 1- Inspection Per Year
 5 - Inspections Per Year

Service 1: CGAM Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Close Compressor Discharge Service Valve
- Oil Level Check with Unit Shut Down (Per Circuit)
- Electrical Inspection (CGAM)
- Visual Condenser Coil Check
- Condenser coil cleaning
- Remove Lock Out Tag Out At Main Disconnect
- Open Compressor Discharge Service Valve

- Oil Analysis
- Control Panel Calibration Check
- Compressor And Heater Check
- Condenser Fans Check
- Pre-Start Check CGAM
- Start Unit
- Compressor Check (Scroll Compressors)
- Tracer TU Connect
- Run Service Report (Tracer TU)
- Tracer TU Final Disconnect
- Clean Display
- Complete Required Paper Work
- Touch Up Paint

Service 2: CGAM Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection
- Visual Condenser Coil Check
- Remove Lock Out Tag Out At Main Disconnect
- Control Panel Calibration Check
- Compressor And Heater Check
- Condenser Fans Check
- Pre-Start Check
- Start Unit
- Compressor Check (Scroll Compressors)
- Tracer TU Connect
- Run Service Report (Tracer TU AdaptiView)
- Tracer TU Final Disconnect
- Verify Sound Attenuation Is Reinstalled
- Clean Display
- Complete Required Paper Work



TRANE SCHEDULED SERVICE AGREEMENT

Pricing and Acceptance

Trevor Hearn
Warren County Commissioners
Facilities Management
406 Justice Drive
Lebanon, OH 45036

Site Address:
Warren County Jail
550 Justice Drive
Lebanon, OH 45036

Warren County Administration Building
406 Justice Drive
Lebanon, OH 45036

Warren County
320 E Silver St.
Lebanon, OH 45036

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the scope of services and equipment coverage and services sections with respect to the covered equipment. Customer agrees to pay to Trane the following amounts.

Contract Year	Annual Amount	Payment	Payment Term
Year 1	\$10,500.00	\$2,625.00	Quarterly
Year 2	\$10,500.00	\$2,625.00	Quarterly
Year 3	\$10,500.00	\$2,625.00	Quarterly

***There will be a \$1,762.50 credit from the old service agreement that will be on the account that will be applied to the 1st year bill

Term

The Initial Term of this Service Agreement is **3 years, beginning September 01, 2017**. However, obligation under this Agreement will begin until authorized representatives of Trane and Customer have both signed this Agreement.

Following **expiration of the initial term on August 31, 2020**, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 10300 Springfield Pike Cincinnati, OH 45215-1118.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the Current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term less the price of any Additional Work that is not recurring) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

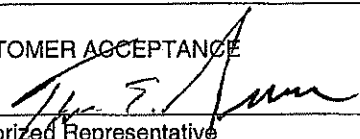
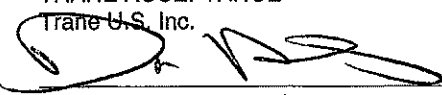
Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

In the event of a discrepancy between this proposal and the Ohio STS and FSS contract, the Ohio STS contract terms and conditions shall govern and take precedence

Submitted By: Bob Walters	Cell: (513) 432-2251 Office: (513) 771-8884 Proposal Date: August 07, 2017
CUSTOMER ACCEPTANCE  Authorized Representative	TRANE ACCEPTANCE Trane U.S. Inc.  Authorized Representative
Printed Name <u>Tom Grossmann</u>	Title <u>ASM</u>
Title <u>President</u>	Signature Date <u>10/5/17</u>
Purchase Order <u>21723</u>	License Number: 46305
Acceptance Date <u>10/17/17</u>	

APPROVED AS TO FORM


Kathryn M. Horvath
Asst. Prosecuting Attorney



TRANE

Building Services

Appendix

CONTENTS:

Safety



TRANE

Building Services

Safety



Trane's Safety Standard

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

Proven Safety Success

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane Injury Rates v. Industry Competitors

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

Safety Tools, Training & Expertise

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
 - Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.



WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



Safety Tools, Training & Expertise (continued)

- Smith System Safe Driving Program – Trane’s safety Managers are certified instructors; safety Managers train technicians; 1-800 "How’s My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

Management Leadership and Commitment

Accident prevention is a primary responsibility of management at Trane. Trane’s safety culture is based on the following management principles:

- Leadership at the local level manages the local organization’s safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

Jobsite Safety Equals Customer Value

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.





TRANE

Building Services

WE MAKE BUILDINGS WORK BETTER FOR LIFE.™



**Ohio State Term Schedule PROPOSAL
CONTRACT NUMBER: 800295**

Customer:

Warren County Commissioners

Facilities Management

406 Justice Drive

Lebanon, OH 45036

Date: August 7, 2017

Job Name: Warren County 2017 Ciller SA

Customer Contract:

Trevor Hearn

Terms of Delivery: FOB Destination
Full Freight Allowed

Terms of Payment: Net 30 Days

Trane is pleased to provide the enclosed proposal for your review and approval. This proposal is compliant with Trane's Ohio STS and GSA Federal Supply Schedule contract, GS-07F-0248K, (<http://www.gsawebblink.com/trane/>) and all its associated terms, conditions and negotiated pricing. In the event of a discrepancy between this proposal and the Ohio STS and FSS contract, the Ohio STS contract terms and conditions shall govern and take precedence. All applicable taxes will be added unless Trane is provided with the appropriate tax exemption certificates. This proposal is valid until 10/7/2017 and will expire after that date if an order is not placed.



TRANE

Building Services

Trane Scheduled Service Agreement

SERVICE PROPOSAL FOR:

Warren County Commissioners

Facilities Management

406 Justice Drive

Lebanon, OH 45036

Trevor Hearn

SITE ADDRESS:

Warren County Jail

550 Justice Drive

Lebanon, OH 45036

Warren County Administration Building

406 Justice Drive

Lebanon, OH 45036

Warren County

320 East Silver Street

Lebanon, OH 45036

LOCAL TRANE OFFICE:

Trane U.S. Inc.

10900 Springfield Pike

Cincinnati, OH 45215-1118

LOCAL TRANE REPRESENTATIVE:

Bob Walters

PROPOSAL ID / AGREEMENT NUMBER:

1976569 / TBD

DATE:

October 4, 2017



TRANE SCHEDULED SERVICE AGREEMENT

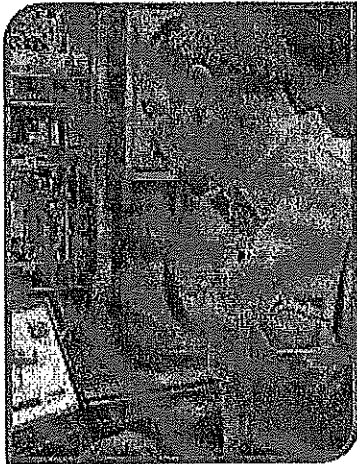
Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to help you ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Scheduled Service Agreement will provide planned maintenance for your HVAC systems. The agreement assures that factory recommended services are executed on scheduled intervals.

Beyond the benefits of a typical service plan, a Trane Scheduled Service Agreement can deliver enhanced value through an optional Performance Package. Trane is continuously collecting data from your HVAC system that can be streamed into a report to provide insight into the overall performance of your building. Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

Additionally, as a Trane customer you can count on:



- Priority Response** – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- Advanced Diagnostics** – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- Trane OEM Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- Dedicated Trane Service Team** – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.





TRANE SCHEDULED SERVICE AGREEMENT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Service Agreement is structured to help you capture those savings.



Research has shown that regular maintenance can:

Eliminate unexpected breakdowns by	70-75%
Reduce downtime by	35-45%
Lower equipment repairs and maintenance costs by	25-30%
Reduce energy consumption by	5-20%

* Source: FEMP O&M Guide - July 2004

In addition to financial value, when you partner with Trane you can expect:

Dependability and Consistency

Assigned Service Team - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

Priority Response - Warren County Commissioners will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments





Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, Trane's exclusive service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Trane's proprietary program is unequalled in the industry.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

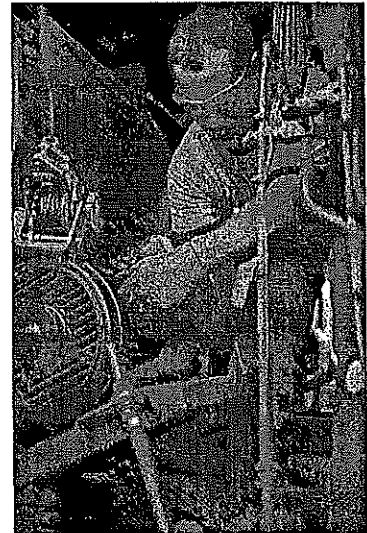
Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.





TRANE

Building Services

Environmental Management

Refrigerant Policy - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Program - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements.

Oil Disposal - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).

Trane Intelligent Services

With an active Trane service agreement and Tracer™ Building Automation System or other qualified controls, you are eligible for Trane Intelligent Services (TIS). A revolutionary integration of technology and Trane professionals, TIS monitors, analyzes and acts to improve the performance of building systems to support your business mission. There are many TIS offers that serve a range of needs: Alarm Notification, Building Performance, Energy Performance, Energy Assessment and Active Monitoring. These may be customized to meet your unique requirements.

In addition to Alarm Notification, this proposal also includes the following Trane Intelligent Services offers:

Resolution

Number 17-1641

Adopted Date October 17, 2017

APPROVE VARIOUS REFUNDS

BE IT RESOLVED, to approve various refunds, as attached hereto and made a part hereof.

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

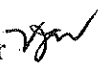
Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc:

Auditor 

Refunds file

Resolution

Number 17-1642

Adopted Date October 17, 2017

APPROVE BOND RELEASE FOR M/I HOMES OF CINCINNATI, LLC FOR COMPLETION OF IMPROVEMENTS IN RIVERCREST, SECTION 2 SITUATED IN HAMILTON TOWNSHIP

BE IT RESOLVED to approve the following bond release upon recommendation of the Warren County Soil and Water Conservation District:

EROSION CONTROL PERFORMANCE BOND RELEASE

Bond Number	:	N/A
Development	:	Rivercrest, Section 2
Developer	:	M/I Homes of Cincinnati, LLC
Township	:	Hamilton
Amount	:	\$19,264.12
Surety Company	:	Argonaut Insurance Company – SUR0035859

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Developer
Surety Co.
Soil & Water (file)
Bond Agreement file

Resolution

Number 17-1643

Adopted Date October 17, 2017

APPROVE APPROPRIATION DECREASES WITHIN VARIOUS FUNDS

WHEREAS, various Departments have cancelled purchase orders that were encumbered and carried over from previous years; and

WHEREAS, the Auditor's Office has advised this Board that any time prior year purchase orders are cancelled an appropriation decrease is necessary; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation decreases within various Department Funds:

\$ 109.50	from	#205-6710-220	(BDD – Operating Supplies)
\$63,295.09	from	#205-6710-478	(BDD – Contract Services)
\$ 278.05	from	#583-3200-320	(W/S – Capital Purchases \$10,000 & over)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Decrease file
Board of Developmental Disabilities (file)
Water/Sewer (file)
OMB

Resolution

Number 17-1644

Adopted Date October 17, 2017

APPROVE A NEW CASH ADVANCE FROM GENERAL FUND #101 INTO STEP/IDEP GRANT FUND #292

WHEREAS, to approve the following request made by the Warren County Sheriff's Office to make a new cash advance until funds are received from fiscal year 2017-2018 STEP/IDEP Grant:

\$30,000.00	from	101-5555-666	General Fund – Cash Out
	into	292-2228-5555-555	17-18 STEP/IDEP Grant – Cash In

BE IT RESOLVED, that said new cash advance shall be repaid upon receipt of the fiscal year 2017-2018 STEP/IDEP Grant Funds.


Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Cash Advance file
Sheriff (file)
OMB

Resolution

Number 17-1645

Adopted Date October 17, 2017

APPROVE A SUPPLEMENTAL APPROPRIATION INTO THE MOTOR VEHICLE FUND
#202

WHEREAS, a supplemental appropriation is necessary for the remainder of the year; and

NOW THEREFORE BE IT RESOLVED, to approve the following supplemental appropriation:

\$600,000.00 into #202-3120-910 (Other Expense)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Supplemental App. file
Engineer (file)
OMB

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 17-1646

Adopted Date October 17, 2017

APPROVE SUPPLEMENTAL ADJUSTMENT INTO COMMON PLEAS COURT
COMPUTER FUND #280

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,000.00 into #280-1410-317 (Capital Purchases under \$10,000)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Common Pleas Court (file)
OMB

Resolution

Number 17-1647

Adopted Date October 17, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM COMMON PLEAS COURT
PROBATION SERVICES FUND #101-1223 INTO COMMON PLEAS COURT FUND #101-
1220

BE IT RESOLVED, to approve the following appropriation adjustment:

\$ 500.00	from	#101-1223-855	(Clothing – Personal Equip)
	into	#101-1220-855	(Clothing – Personal Equip)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adjustment file
Common Pleas Court (file)
OMB

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 17-1648

Adopted Date October 17, 2017

APPROVE APPROPRIATION ADJUSTMENT FROM THE CLERK COUNTY COURT
FUND #101-1282 TO THE CLERK OF COURT OF COMMON PLEAS FUND #101-1260

BE IT RESOLVED, to approve the following appropriation adjustment:

\$10,614.00 from #101-1282-820 (Health Insurance)
into #101-1260-820 (Health insurance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Clerk of Courts (file)
OMB

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 17-1649

Adopted Date October 17, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN SHERIFF'S OFFICE FUND #101-2210

BE IT RESOLVED, to approve the following appropriation adjustment:

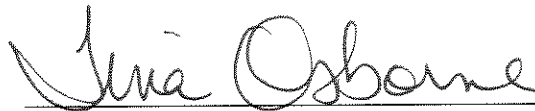
\$30,000.00	from	#101-2210-317	(Capital Purchases Under \$10,000)
	into	#101-2210-320	(Capital Purchases \$10,000 and over)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor VJ
Appropriation Adjustment file
Sheriff's Office (file)
OMB

**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

Resolution

Number 17-1650

Adopted Date October 17, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE CERTIFICATE OF TITLE
ADMINISTRATION FUND #250-1260

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 8,849.00	from #250-1260-830	(Workers Compensation-D.A.W.R.)
	into #250-1260-820	(Health Insurance)
\$ 3,052.00	from #250-1260-220	(Operating Supplies, General)
	into #250-1260-820	(Health Insurance)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Clerk of Courts (file)
OMB

Resolution

Number 17-1651

Adopted Date October 17, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN COMMON PLEAS COURT
COMMUNITY BASED CORRECTIONS FUND #289

BE IT RESOLVED, to approve the following appropriation adjustments:

\$ 5,000.00 from #289-1226-910 (Other Expense)
 into #289-1226-210 (Office Supplies, General)


\$10,000.00 from #289-1226-855 (Clothing – Personal Equip)
 into #289-1226-210 (Office Supplies, General)


Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:

Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Common Pleas (file)
OMB

Resolution

Number 17-1652

Adopted Date October 17, 2017

APPROVE APPROPRIATION ADJUSTMENTS WITHIN THE WATER REVENUE FUND
NO. 510

WHEREAS, the Water and Sewer Department incurs costs for utilities; and

WHEREAS, appropriation adjustments are necessary to accommodate said costs; and

NOW THEREFORE BE IT RESOLVED, to approve the following appropriation adjustments:

\$177,000.00	from	510-3200-3200-999 (Contingency)
\$100,000.00	from	510-3200-3209-400 (Water-Repl/Improv)
\$277,000.00	into	510-3200-3200-430 (Utilities)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

las

cc: Auditor 
Appropriation Adj. file
Water/Sewer (file)
OMB

Resolution

Number 17-1653

Adopted Date October 17, 2017

APPROVE APPROPRIATION ADJUSTMENT WITHIN TREASURER'S OFFICE FUND
#101-1130

BE IT RESOLVED, to approve the following appropriation adjustment:

\$4,158.00	from	#101-1130-102	(Regular Salaries)
	into	#101-1130-317	(Capital Purchases under \$10,000)

Mrs. Jones moved for adoption of the foregoing resolution being seconded by Mr. Grossmann.
Upon call of the roll, the following vote resulted:


Mr. Young – yea
Mr. Grossmann – yea
Mrs. Jones – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
Treasurer (file)
OMB

Resolution

Number 17-1654

Adopted Date October 17, 2017

AUTHORIZE PAYMENT OF BILLS

BE IT RESOLVED, to authorize payment of bills as submitted on Batches #10/17/2017 001, #10/17/2017 002, #10/17/2017 003, #10/17/2017 004, #10/17/2017 005, #10/17/2017 006, #10/17/2017 007, #10/17/2017 008, #10/17/2017 009, and #10/17/2017 010; said batches attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:


Mr. Grossmann – yea
Mrs. Jones – yea
Mr. Young – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Auditor 

Resolution

Number 17-1655

Adopted Date October 17, 2017

RESCIND RESOLUTION #17-1630 APPROVING AN APPROPRIATION ADJUSTMENT INTO COUNTY COURT FUND #253-1280-102

WHEREAS, pursuant to Resolution #17-1630, adopted October 12, 2017, this Board approved a appropriation adjustment into Fund #253-1280-102; and

WHEREAS, the request was sent in error; and

NOW THEREFORE BE IT RESOLVED, to rescind Resolution #17-1630, adopted October 12, 2017.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea


Mrs. Jones – yea

Mr. Young – yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS


Tina Osborne, Clerk

cc: Auditor 
Appropriation Adj. file
County Court (file)
OMB

Resolution

Number 17-1656

Adopted Date October 17, 2017

GRANTING VARIANCE TO JOHN CANDLE HOMES, LLC REQUIRED FOR AN ACCESS PERMIT FOR PARCEL ID #16-33-151-002 AND 16-33-151-004 ON SNIDER ROAD IN DEERFIELD TOWNSHIP, WARREN COUNTY, OHO

WHEREAS, on September 15, 2017, John Candle Homes, LLC, filed a Request for Variance of Conditions Required for an Access Permit due to its Application for an Access/Driveway Culvert Permit for Parcel ID # 16-33-151-004 and 16-33-151-002 to access Snider Road in Deerfield Township, Warren County, Ohio (the "subject property"), being denied by the Warren County Engineer on August 28, 2017; and,

WHEREAS, on September 19, 2017, this Board adopted Resolution # 17-1442 setting the matter for an administrative hearing (the "hearing") on October 17, 2017, and, after notice having been published in the Journal - News Pulse of Lebanon and Mason newspaper on October 1, 2017, and written notice having been mailed on September 19, 2017, to the Applicant's engineering firm, the Applicant, the Deerfield Township Board of Trustees, and the Warren County Engineer, the Board opened the hearing on October 17, 2017.

NOW THEREFORE BE IT RESOLVED, to make the following findings of fact and decision in this matter after a unanimous vote to close the hearing on October 17, 2017.

A. CONCLUSIONS OF FACT.

The hearing was convened on October 17, 2017, with Commissioner Tom Grossmann, in his capacity as President of the Board presiding, and Commissioners David G. Young and Shannon Jones present. The hearing began with Commissioner Grossman requesting, and the Board's Clerk, Tina Osborne, indicating that the Owners were proceeding without a licensed attorney as their agent; identifying the resolution numbers and dates setting the hearing; and how and when the hearing had been advertised.

The hearing was recorded and all witnesses swore an oath prior to testifying. During the Hearing, the Applicant was given a reasonable opportunity to present its position, arguments, and contentions. The Applicant was also given a reasonable opportunity to offer and examine witnesses, cross-examine witnesses, and present evidence in support of the Variance.

Prior to taking testimony from the Applicant or any Proponents and Opponents, Commissioner Grossmann requested the County Engineer, or his designee, testify relating to the reasons why the County Engineer's Office had denied a Permit to access the subject property. The Board heard sworn testimony from Chief Deputy County Engineer, Kurt Weber. Mr. Weber testified an access Permit had been denied because 401.8.2-C (Table 1) requires 750 feet of spacing (corner clearance) between the proposed subdivision street on Snider Road, which is classified as a Major Collector/Distributor Street, and the intersection of Socialville-fosters Road (the nearest intersecting street). The proposed street is spaced approximately 535 feet from Socialville-Fosters Road.

Mr. Weber indicated the County Engineer's Office is in support the variance as the denial of the variance would deny the Applicant reasonable access. He testified that granting the variance would not endanger public safety nor hinder traffic movement or the proper operation of the public

road. He further testified that granting the variance would be consistent with the purpose of the Access Management Regulations and all feasible access options except granting a variance have been considered.

Mr. Weber testified to and submitted for admission into the evidence a written Report by County Engineer. The Board admitted this exhibit into evidence.

On behalf of the Applicant, Richard Arnold, an engineer with McGill Smith Puncheon testified. Mr. Arnold, admitted the access did not meet the Access Management Regulations, however, he explained that the access has been placed in the best possible location in conjunction with the County Engineer recommendation.

The Applicant had the opportunity to cross examine the County Engineer, and the Applicant declined to do so.

Commissioner Grossmann invited any other persons present to testify. No other persons, proponents or opponents, testified.

Applicant's owners, Chad and Rick Seitz, and applicant's engineer testified that the Board did not: i) deny the Applicant the opportunity to present its position, arguments, and contentions, ii) deny Applicant the Right to offer and examine witnesses and present evidence into the record; iii) deny Applicant the right to cross-examine witnesses in opposition; iv) deny Applicant the opportunity to offer evidence to refute evidence or testimony offered in opposition; or, v) refuse or fail to compel the appearance of any witnesses or evidence at Applicant's request.

B. DECISION.

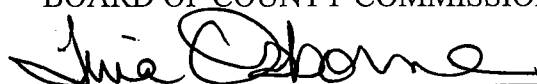
After applying the applicable law, including without limitation the factors in Section 601.4, et seq. of the Access Management Regulations, to the testimony and evidence presented during the hearing, the Board voted unanimously to grant the variance thereby allowing the County Engineer to grant a Permit for the access point as shown on Drawing Sheet dated 07/11/17 File No. 16546.00.

Mr. Young moved for adoption of the foregoing resolution, being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – yea
Mrs. Jones - yea
Mr. Young - yea

Resolution adopted this 17th day of October 2017.

BOARD OF COUNTY COMMISSIONERS



Tina Osborne, Clerk

cc: Engineer (file)
Public Hearing file
Applicant